LIBER 109 PAGE 1

NO. 12,237 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY, a
body corporate
ANNAPOLIS, MARYLAND

vs.

LOUIS JONGBLOET
MARGARET JONGBLOET
Crownsville, Anne Arundel County, Maryland

ELEANOR ELIZABETH BLOOMQUIST, Mortgagee
311 Lee Highway
Arlington, Virginia

OREN R. LEWIS
Court House Square
Arlington, Virginia

And any and all persons having or claiming to have any interest in the property known as Lot No. 29, Block 160 A, Section "F" on the Plat of Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

RUSSELL F. KINSEY
1324 Taylor Street, Northeast
Washington, District of Columbia

And any and all persons having or claiming to have any interest in the property known as Lots No. 67 and 68 in Block 43, as shown on the map of Herald Harbor on the Severn, Section "C", in the Second Election District of Anne Arundel County, Maryland.

AUGUST P. POWELL
ELLA M. POWELL
620 Gallatin Street, Northwest
Washington, District of Columbia

And any and all persons having or claiming to have any interest in the property known as Lots No. 8 and 9 in Block 131, Amended

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map of Section "D" of Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

GEORGE T. DAY
Apartment 3
101-35th Street, Northeast
Washington 19, District of Columbia

And any and all persons having or claiming to have any interest in the property known as Lot No. 57 of Block "C", Resubdivision of part of Section 1 of Southaven, in the Second Election District of Anne Arundel County, Maryland.

ANGELA C. JANSZEN
c/o Mrs. A. J. Burke
Post Office Box 841
Tampa, Florida

And any and all persons having or claiming to have any interest in the property known as Lot No. 14 of Block "C" on the map of Resubdivision of part of Section 1, Southaven, in the Second Election District of Anne Arundel County, Maryland.

NORA YOUNG GEHRE
Hopkins Apartments
3100 St. Paul Street
Baltimore, Maryland

And any and all persons having or claiming to have any interest in the property known as Lot No. 22, Block 23, Carrollton Manor, in the Third Election District of Anne Arundel County, Maryland.

IDA YOUNG BACHTELL
NORA Y. GEHRE
Homewood Apartments
2500 St. Paul Street
Baltimore, Maryland

And any and all persons having or claiming to have any interest in the property known as Lot No. 23 in Block 23 on the Plat of Carrollton Manor, in the Third Election District of Anne Arundel County, Maryland.

ELIZABETH MASON HILL
3607 Mohawk Avenue
Baltimore 7, Maryland

And any and all persons having or claiming to have any interest in the property known as Lot No. 15, Block 22, on the plat of Carrollton Manor, in the Third Election District of Anne Arundel County, Maryland.

HOWARD C. HILL, also known as Howard V. Hill
3607 Mohawk Avenue
Baltimore 7, Maryland

And any and all persons having or claiming to have any interest in the property known as Lot No. 14, Block 22, on the plat of Carrollton Manor, in the Third Election District of Anne Arundel County, Maryland.

CHARLES A. BROWN
HELEN F. BROWN
Pines on Severn
Arnold Post Office, Maryland

And any and all persons having or claiming to have any interest in the property known as part of Lot No. 35 on the plat of Briar Cliff, in the Third Election District of Anne Arundel County, Maryland.

ALFRED REISS
SOPHIA M. REISS
No. 107 Linden Place
Red Bank, New Jersey

And any and all persons having or claiming to have any interest in the property known as Lot No. 45, located on Linderman Avenue, Plat A, Section 15, Patuxent Park, in the Fourth Election District of Anne Arundel County, Maryland.

J. H. HARTMAN
324 Harlem Avenue
Baltimore, Maryland

PATUXENT LAND COMPANY, a body corporate, the unknown Directors, Officers and Trustees of the Patuxent Land Company, and the unknown heirs, successors, and assigns of the unknown Directors, Officers and Trustees of the Patuxent Land Company

And any and all persons having or claiming to have any interest in the property known as Lots No. 36 and 37, Plat A, Section 15, as shown on the Plat of Patuxent Park, in the Fourth Election District of Anne Arundel County, Maryland.

ALETHE HERRMAN
10402 Haywood Drive
Silver Spring, Maryland

And any and all persons having or claiming to have any interest in the property known as Lot No. 25, in Block 28, as shown on the Plat of Avalon Shores, in the Seventh Election District of Anne Arundel County, Maryland.

ERWIN C. HOWARD
Fair Haven Post Office, Maryland

Farmers and Merchants Bank
Upper Marlboro, Maryland, Mortgagee

And any and all persons having or claiming to have any interest in the property known as Lot No. 19, Block 8, Section 1, of the Subdivision known as Fair Haven, in the Eighth Election District of Anne Arundel County, Maryland.

ANNA M. RICE
4119 Davis Place, Northwest
Apartment 201
Washington, District of Columbia

HILDA RICE HOBSON
4119 Davis Place, Northwest
Apartment 201
Washington, District of Columbia

MARY P. FESSENDEN
4119 Davis Place, Northwest
Apartment 201
Washington, District of Columbia

And any and all persons having or claiming to have any interest in the property known as part of Lots 11 and 12, Block 5, North Beach Park a Re-subdivision of Holland Point, in the Eighth Election District of Anne Arundel County, Maryland

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MARY KIRK SIMPSON
3404 Prospect Avenue, Northwest
Washington, District of Columbia, and/or
Flager Beach, Florida

And any and all persons having or claiming to have any interest in the property known as Lots 5975 and 5976, on the Fourth Map of Woodland Beach, in the First Election District of Anne Arundel County, Maryland.

ROBERT H. DRISKILL
Herald Harbor
Crownsville, Maryland

OREN R. LEWIS
Arlington, Virginia

And any and all persons having or claiming to have any interest in the property known as Lots 35, 36, 37 and 38, Block 78, Amended Map Section "C" Plat of Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

MARY E. MANTE
1018 Warden Street
Baltimore, Maryland

Glenn R. Shaffer
Gloria M. Shaffer
c/o Callahan Company
19 East Lexington Street
Baltimore, Maryland.

And any and all persons having or claiming to have any interest in the property known as Lot 17 in Block "P", on the Plat of Glendale Terrace, in the Fifth Election District of Anne Arundel County, Maryland.

BUFORD HOHENSHILT
GENEVIEVE HOHENSHILT
Hunters Avenue
Idlewilde
Shadyside, Maryland

Chesapeake Bank of Baltimore
Baltimore, Maryland, Mortgagee

And any and all persons having or claiming to have any interest in the property known as a strip of land 10 feet by 40 feet, in the rear of Lot 15, on the Plat of Idlewilde, in the Seventh Election District of Anne Arundel County, Maryland.

CLARENCE M. FEWELL
4550 Second Avenue, North
St. Petersburg 6, Florida

And any and all persons having or claiming to have any interest in the property known as Lots No. 9, 10, 11 and 12 in Block 104, Amended Map of Section "D" of Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, the County Commissioners of Anne Arundel County, a body corporate, complaining says:

First: That on or about the 10th day of October, 1955, the Certificates of Tax Sales attached hereto and marked "Complainant's Exhibit No. 1," were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland, and Anne Arundel County, to it, which Certificates are prayed to be taken as part hereof:

Second: That the property mentioned in said Certificates is as follows:

A. Certificate No. 2851

All that lot of ground situate in the Second Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 29 in Block 160-A, Section "F" on the plat of Herald Harbor, said plat recorded in Plat Book No. 4, folio 6. Being a part of the same property which was conveyed to Louis Jongbloet and Margaret Jongbloet, his wife, by Eleanor E. Bloomquist, widow, et al., by deed dated -- 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 428, folio 283; Oren R. Lewis being the legal owner of said lot under deed from the Herald Harbor, Inc., dated January 29, 1932, and recorded among the Land Records aforesaid in Liber F.S.R. No. 95, folio 117; the said Eleanor Elizabeth Bloomquist being the holder of a mortgage on said lot from Louis Jongbloet and Margaret Jongbloet, his wife, dated August 23, 1947, and recorded in Liber J.H.H. No. 427, folio 86. Said lot assessed to Louis Jongbloet and Margaret Jongbloet, whose last known address was Crownsville, Maryland. The amount due on the day of sale was $14.00.

B. Certificate No. 2852

All those lots of ground situate in the Second Election District of Anne Arundel County aforesaid, designated as Lots No. 67 and 68 in Block 43, as shown on a certain map of Herald Harbor, Section "C", said plat recorded in Plat Book No. 3, folio 34; being the same property which was conveyed to Russell F. Kinsey by the Herald Harbor, Incorporated, by deed dated August 11, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 90, folio 349, and assessed to Russell F. Kinsey, whose last known address was 1324 Taylor Street, Northeast, Washington, District of Columbia. The amount due on the day of sale was $22.00.

C. Certificate No. 2853

All those lots of ground situate in the Second Election District of Anne Arundel County aforesaid, designated as Lots

No. 8 and 9 in Block 131, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'D';" recorded in Plat Book No. 4, folio 7. Being the same property which was conveyed to August P. Powell and Ella M. Powell, by Robert E. Powell and Mildred M. Powell, by deed dated November 4, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 17, folio 315, and assessed to August Powell and Ella Powell, whose last known address was 620 Gallatin Street, Northwest, Washington, District of Columbia. The amount due on the day of sale was $21.00.

D. Certificate No. 2854

All that lot of ground situate in the Second Election District of Anne Arundel County, known and designated as Lot No. 57 of Block "C", as shown on a map entitled "Resubdivision of part of Section 1, Southaven on the South River," said plat filed in Plat Book No. 10, folio 24; being the same property which was conveyed to George T. Day by the Tidewater Shores, Inc., by deed dated January 20, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 177, folio 107, and assessed to George T. Day, whose last known address was Apartment No. 3, 101 35th Street, Northeast, Washington, District of Columbia. The amount due on the day of sale was $18.00.

E. Certificate No. 2855

All that lot of ground situate in the Second Election District of Anne Arundel County, known and designated as Lot No. 14 of Block "C", as shown on the map entitled "Resubdivision of part of Section 1, Southaven," said plat recorded in Plat Book No. 10, folio 24; being the same property which was conveyed to Angela C. Janszen by Tidewater Shores, Inc., by deed dated May 29, 1938, and recorded among the Land Records aforesaid in Liber F.A.M. No. 189, folio 20, and assessed to Angela C. Janszen, whose last known address was c/o Mrs. A. J. Burke, Post Office Box 841, Tampa, Florida, as Lot No. 14, Block C, Section "7", Plat 4 of Southaven. The amount due on the day of sale was $16.00.

F. Certificate No. 2856

All that lot of ground situate in the Third Election District of Anne Arundel County, known and designated as Lot No. 22 in Block 23 on the plat of Carrollton Manor, said plat recorded in Plat Book No. 9, folio 24; being the same property which was conveyed to Nora Young Gehre, by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated January 29, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 119, folio 248, and assessed to Nora Young Gehre, whose last known address was Hopkins Apartments, 3100 St. Paul Street, Baltimore, Maryland. The amount due on the day of sale was $18.00.

G. Certificate No. 2857

All that lot of ground situate in the Third Election District of Anne Arundel County, known and designated as Lot No. 23 in Block 23 on the plat of Carrollton Manor, said plat recorded in Plat Book No. 9, folio 24; being the same property which was conveyed to Ida Young Bachtell and Nora Y. Gehre by Fred E. Kroker and and Ethel W. Kroker, his wife, by deed dated September 12, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 112, folio 426, and assessed to Ida Young Bachtell and Nora Y. Gehre, whose last known address was Homewood Apartments, 2500 St. Paul Street, Baltimore, Maryland. The amount due on the day of sale was $18.00.

H. Certificate No. 2858

All that lot of ground situate in the Third Election District of Anne Arundel County, known and designated as Lot No. 15 in Block 22 on the plat of Carrollton Manor, said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, folio 24; being the same property which was conveyed to Elizabeth Mason Hill by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated February 17, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 152, folio 95, and assessed to Elizabeth Mason Hill, whose last known address was 3607 Mohawk Avenue, Baltimore 7, Maryland. The amount due on the day of sale was $18.00.

I. Certificate No. 2859

All that lot of ground situate in the Third Election District of Anne Arundel County, known and designated as Lot No. 14 in Block 22, on the plat of Carrollton Manor, said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, folio 24; being the same property which was conveyed to Howard C. Hill by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated February 17, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 152, folio 94, and assessed to Howard V. Hill, whose last known address was 3607 Mohawk Avenue, Baltimore 7, Maryland. The amount due on the day of sale was $18.00.

J. Certificate No. 2863

All that lot of ground situate in the Third Election District of Anne Arundel County and described as follows: Beginning for the same on the center line of Severn Road, 20 feet wide, at a distance of 518.34 feet southerly, southeasterly and southerly measured along the center line of Severn Road from its intersection with the third line of the land described in a deed from William A. Sailes and wife to G. Milton Linthicum, dated March 17, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 99, folio 268, said beginning point being at the division line now fixed between the land of Howard A. Read and the land of Annie E. Umbach and beginning at a point North 80 degrees 39 minutes East 10 feet from an iron pin driven in the ground on the west side of Severn Road, and running thence binding on the center line of Severn Road South 10 degrees 11 minutes East 112.3 feet to the northerly line of a parcel of land designated as Water Front Park reserved for lot owners on the plat of Briar Cliff on Severn, revised May 1, 1926, at a point North 69 degrees 59 minutes East 10.15 feet from an iron pipe driven in the ground on the west side of Severn Road; thence binding on the northerly line of said land, reserved for Water Front Park, South 69 degrees 59 minutes West 189.6 feet to an iron pin driven in the ground at the division line as now fixed between the land of Annie E. Umbach and the land of Elizabeth Foreman Lewes; thence binding on said division line North 0 degrees 19 minutes East 149.5 feet to an iron pin driven in the ground at the division line now fixed between the land of Howard A. Read and the land of Annie E. Umbach and thence binding on said dividing line North 80 degrees 39 minutes East 159.58 feet to the beginning. Being the same property which was conveyed to Charles A. Brown and Helen F. Brown. his wife, by Annie E. Umbach, widow, by deed dated January 12, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 275, folio 140, and assessed to Charles A. Brown and Helen F. Brown, his wife, whose last known address was Pines on the Severn, Arnold Post Office, Maryland. The amount due on the day of sale was $24.00.

K. Certificate No. 2864

All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, known and designated as Lot No. 45, located on Linderman Avenue, as shown on the plat A, Section 15, of the property of the Patuxent Land Company, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 17, folio 10; being the same property which was conveyed to Alfred Reiss and Sophia M. Reiss, his wife, by the Patuxent Land Company by deed dated December 5, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 141, folio 164, and assessed to Alfred Reiss and Sophia M. Reiss, whose last known address was 107 Linden Place, Red Bank, New Jersey. The amount due on the day of sale was $16.00.

L. Certificate No. 2865

All those lots of ground situate, lying and being in the Fourth Election District of Anne Arundel County, known and designated as Lots No. 36 and 37, Plat A, Section 15 on the Plat of Patuxent Park, said plat recorded among the Land Records of Anne Arundel County in Plat Book No. 17, folio 10; being a part of the same property which was conveyed to the Patuxent Land Company by the Reed Realty Company, a body corporate, by deed dated March 31, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 127, folio 107, said lots being the same property assessed to J. H. Hartman, whose last known address was 324 Harlem Avenue, Baltimore, Maryland. The amount due on the day of sale was $19.00.

M. Certificate No. 2879

All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County aforesaid, known and designated as Lot No. 25, Block 28, as shown on the plat of Avalon Shores, said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. F.S.R. No. 3, folio 48; being the same property which was conveyed to Alethe Herrmann by Avalon Shores, Incorporated, et al., by deed dated March 29, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 164, folio 130, said lot being the same property assessed to Alethe Herrmann, whose last known address was 10402 Haywood Drive, Silver Spring, Maryland. The amount due on the day of sale was $15.00.

N. Certificate No. 2884

All that lot of ground situate, lying and being in the Eighth Election District of Anne Arundel County, known and designated as Lot No. 19 in Block 8, Section 1, of the Subdivision known as Fair Haven, as shown on the plat of Fair Haven recorded among the Plat Records of Anne Arundel County in Plat Book No. 6, folio 24; being the same property which was conveyed to Erwin C. Howard by Eugene M. Childs, Attorney, by deed dated December 2, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 800, folio 83; the said Farmers and Merchants Bank of Upper Marlboro is the holder of a mortgage on said property from the said Erwin C. Howard, dated December 2, 1953, and recorded among said Land Records in Liber J.H.H No. 800, folio 85, to secure a loan of $1,450.00; and also being the same property assessed to Erwin C. Howard, whose last known address is Fair Haven, Maryland. The amount due on the day of sale was $101.00.

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O. Certificate No. 2885

All that lot of ground, situate, lying and being in the Eighth Election District of Anne Arundel County, being a part of Lots No. 11 and 12 in Block 5, as shown on the Plat of North Beach Park, a Re-Division of Holland Point Addition to North Beach, from a point 80 feet from the west boundary of Lots No. 11 and 12, thence East 35 feet; thence South 100 feet; thence West 35 feet; thence North 100 feet to the point of beginning, according to the plat of said North Beach Park, a Re-Division of Holland Point Addition to North Beach, duly recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 2, folios 30 and 70; being the same property which was conveyed to Anthony F. Rice by Gibbs L. Baker and Caroline P. Baker, his wife, by deed dated December 16, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 104, folio 278, and which upon the death of the said Anthony F. Rice, intestate, on December 1932, said property vested in his widow, Anna M. Rice, Hilda Rice Hobson, a daughter, and Mary P. Fessenden, a daughter, all as shown by the Administration Docket of the Estate of Anthony F. Rice in the Orphans' Court for Anne Arundel County. Being the same property which was assessed to Anthony F. Rice, whose last known address was Apartment 201, 4119 Davis Place, Northwest, Washington, District of Columbia. The amount due on the day of sale was $39.00.

P. Certificate No. 2886

All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County aforesaid, known and designated as Lots No. 5975 and 5976, as shown on the plat of Woodland Beach, recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 27; thence in Cabinet No. 1, Rod Y, folio 13; now filed in Book No. 8, folio 15; and being the same property which was conveyed to Mary Kirk Simpson by Frank I. Williams and Edith McC. Williams, his wife, by deed dated July 21, 1933, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 126, folio 144, and assessed to Mary Kirk Simpson, whose last known address was Flager Beach, Florida, and/or 3404 Prospect Avenue, Northwest, Washington, District of Columbia. The amount due on the day of sale was $25.00.

Q. Certificate No. 2887

All those lots of ground, situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lots No. 35, 36, 37 and 38, Block 78, Herald Harbor on the Severn, Amended Map of Section C, said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 17; and being the same property which was conveyed to Robert H. Driskill by Richard W. Sanders, by deed dated December 20, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 520, folio 410; Oren R. Lewis being the legal owner of Lots No. 37 and 38, as shown by deed recorded among the aforesaid Land Records in Liber F.S.R. No. 95, folio 117; said lots assessed to Robert H. Driskill, whose last address was Herald Harbor, Crownsville, Maryland, and/or Montgomery County, Maryland. The amount due on the day of sale was $31.00.

R. Certificate No. 2888

All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and

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designated as Lots No. 9, 10, 11 and 12, in Block 104, as shown on the map of Herald Harbor on the Severn, Amended Map of Section D; being the same property which was conveyed to Clarence M. Fewell by Herald Harbor, Inc., by deed dated November 26, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 90, folio 269, and assessed to Clarence M. Fewell, whose last known address was 4550-2nd Avenue, North, St. Petersburg 6, Florida. The amount due on the day of sale was $22.00.

S. Certificate No. 2889

All that lot of ground, situate, lying and being in the Fifth Election District of Anne Arundel County, known and designated as Lot No. 17, Block "P" on the plat of Glendale Terrace, said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 3, folio 25. Being the same property which was conveyed to James T. Grant and Lillian M. Grant, his wife, by the Suburban Realty, Inc., by deed dated July 16, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 28, folio 286; the said James T. Grant died November 1940, and the said Lillian M. Grant died July 25, 1947, and left surviving her as her sole heir at law Mary E. Mante, according to the Administration of the Estate of Lillian M. Grant in the Orphans' Court in the City of Baltimore; see Docket No. 64, folio 203; the aforesaid lot is the same property which was conveyed to Glenn R. Shaffer and Gloria M. Shaffer, his wife, by James O. Ohlbin and Hattie E. Ohlbin, his wife, by deed dated May 10, 1946, and recorded among said Land Records in Liber J.H.H. No. 365, folio 331, and being the same property assessed to James T. Grant and Lillian M. Grant, whose last known address was 1018 Warden Street, Baltimore, Maryland; and also assessed to Glenn R. Shaffer and wife, whose last known address was c/o Callahan Company, 19 East Lexington Street, Baltimore, Maryland. The amount due on the day of sale was $20.00.

T. Certificate No. 2894

All that lot of ground, situate, lying and being in the Seventh Election District of Anne Arundel County, and described as follows: Beginning for the same at the southwest line of Lot No. 15 as shown on a plat of Idlewilde recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod X, folio 6, said point of beginning being North 52 degrees 50 minutes West 111.16 feet from an iron bar found in the center of the road lying to the east of Lot No. 16 as shown on said plat; said iron bar believed to be at the beginning point of the conveyance from Louis M. Strauss to Milton Yingling, et al., by deed dated January 6, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 507, folio 330; and running from the beginning point so fixed and with the first line of said conveyance reversely South 52 degrees 50 minutes East 40 feet to where the division line between Lots No. 15 and 16 cross said line; thence with the extension of said dividing line South 37 degrees 13 minutes 50 seconds West 10 feet; thence parallel to the first line of this description North 52 degrees 50 minutes West 40 feet; thence with a line that is the extension of the division line between Lots No. 14 and 15 North 37 degrees 16 minutes 30 seconds East 10 feet to the point of beginning. Being the same property which was conveyed to Buford Hohenshilt and Genevieve Hohenshilt, his wife, by Milton Yingling, et al., by deed dated September 8, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 706, folio 512, and assessed to Buford Hohenshilt and Genevieve Hohenshilt, whose last known address was 6049 22nd Street, North Arlington, Virginia. The amount due on

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the day of sale was $16.00. The Chesapeake Bank of Baltimore is the record holder of a mortgage dated June 28, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 28, folio 192, against the property heretofore described and other property.

THIRD: That said properties have not been redeemed by any party in interest, although more than one year and one day from the date of sale have expired.

FOURTH: The Complainant prays for process directed to the above named respondents, whose last known addresses are set out with their names after the description of each property.

FIFTH: The Complainant prays for an order of publication directed to all parties in interest in the various properties.

SIXTH: To redeem the properties, it is necessary for the respondents to pay the sums as set out after the description of each property, with interest from October 10, 1955, all taxes, interest and penalties accruing subsequent to the date of sale which have actually been paid by the Complainant under Sections 91, 108 and 109 of Article 81 of the Annotated Code of Maryland, 1951 Edition, as amended by Chapter 188 of the Acts of 1955.

SEVENTH: The Complainant prays the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described herein.

EIGHTH: That the Complainant may have such other and further relief as it may require.

And as in duty bound, etc.,

Marvin L. Anderson

Marvin L. Anderson, Solicitor
for Complainant
20-U West Street
Annapolis, Maryland

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LIBER 109 PAGE 14

Marvin I. Anderson--Solicitor
20-U West Street, Annapolis, Md.

No. 12,237 Equity, in the Circuit Court for Anne Arundel County, County Commissioners of Anne Arundel County, a body corporate vs. Louis Jongbloet; Margaret Jongebloet; Eleanor Elizabeth Bloomquist; Oren R. Lewis; Russell F. Kinsey; August P. Powell; Ella M. Powell; George T. Day; Angela C. Janszen; Nora Young Gehre; Ida Young Bachtell; Nora Y. Gehre; Elizabeth Mason Hill; Howard C. Hill; Charles A. Brown; Helen F. Brown; Alfred Reiss; Sophia M. Reiss; J.H.Hartman; Patuxent Land Company; Alethe Herrmann; ERwin C. Howard; Farmers and Merchants Bank; Anna M. Rice; Hilda Rice Hobson; Mary P. Fessenden; Mary Kirk Simpson; Robert H. Driskill; Clarence M. Fewell; Mary E. Monte; Glenn R. Shaffer; Gloria M. Shaffer; Buford Hohenshilt; Genevieve Hohenshilt; Chesapeake Bank of Baltimore; The unknown Directors, Officers and Trustees of the Patuxent Land Company and the unknown heirs, successors and assigns of the unknown Directors, Officers and Trustees of Patuxent Land Company; and any and all persons having or claiming to have any interest in the property hereinafter described.

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ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the First, Second, Third, Fourth, Fifth, Seventh and Eighth Election Districts of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

A. All that lot of ground situate in the Second Election District of Anne Arundel County, State of Maryland, known and designated as Lot Number 29 in Block 160-A, Section "F"on the plat of Herald Harbor, said plat recorded in Plat Book No. 4 folio 6. Being a part of the same property which was conveyed to Louis Jongbloet and Margaret Jongblet, his wife, by Eleanor E. Bloomquist widow, et al by deed dated --1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.428 folio 283; Oren R. Lewis being the legal owner of said lot under deed from the Herald Habor Inc. dated January 29, 1932, and recorded among the Land Records aforesaid in Liber F.S.R.No. 95 folio117; the said Eleanor Elizabeth Bloomquist being the holder of a mortgage on said lot from Louis Jongbloet and Margaret Jongbloet, dated August 23, 1947, recorded in Liber J.H.H.No. 427 folio 86.

B. All those lots of ground situate in the Second Election District of Anne Arundel County aforesaid, designated as lots 67 and 68 in Block 43 as shown on a certain map of Herald Harbor Section "C" said plat recorded in Plat Book 3 folio 34, being the same property which was conveyed to Russell F. Kinsey by the Herald Harbor, Incorporated, by deed dated August 11, 1924, and recorded among the Land Records of Anne Arundel County in Liber

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W.N.W.No.90 folio 349.

C. All those lots of ground situate, in the Second Election District of Anne Arundel County aforesaid, designated as lots 8 and 9 in Block 131 as shown on a certain map entitled Herald Harbor on the Severn, Amended Map of Section "D" recorded in plat Book No. 4 folio 7. Being the same property which was conveyed to August P. Powell and Ella M. Powell, his wife, by Robert E. Powell and Mildred M. Powell, by deed dated November 4, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B.No. 17 folio 315.

D. All that lot of ground situate in the Second Election District of Anne Arundel County known and designated as Lot Number 57 of Block "C" as shown on a map entitled ReSubdivision of part of Section 1 Southaven an the South River, said plat filed in Plat Book No. 10 folio 24, being the same property which was conveyed to George T. Day by the Tidewater Shores Inc. by deed dated January 20, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 177 folio 107.

E. All that lot of ground situate in the Second Election District of Anne Arundel County known and designated as lot 14 of Block "C" as shown on the map entitled Resubdivision of part of Section 1 Southaven, said plat recorded in Plat Book No. 10 folio 24, being the same property which was conveyed to Angela C. Janszen by Tidewater Shores INc., by deed dated May 29, 1938, and recorded among the Land Records aforesaid in Liber F.A.M. No. 189 folio 20.

F. All that lot of ground situate in the Third Election District of Anne Arundel County, known and designated as lot No. 22 in Block 23 on the plat of Carrollton Manor, said plat recorded in Plat Book No. 9 folio 24, being the same property which was conveyed to Nora Young Gehre, by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated January 29, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 119 folio 248.

G. All that lot of ground situate in the Third Election District of Anne Arundel County, known and designated as Lot No. 23 in Block 23 on the plat of Carrollton Manor, said plat recorded in Plat Book No. 9 folio 24, being the same property which was conveyed to Ida Young Bachtell and Nora Y. Gehre by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated September 12, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 112 folio 426.

H. All that lot of ground situate in the Third Election District of Anne Arundel County, known and designated as Lot No. 15 in Block 22 on the plat of Carrollton Manor, said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 9 folio 24,being the same property which was conveyed to Elizabeth Mason Hill by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated February 17, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.A.M.No. 152 folio 95.

I. All that lot of ground situate in the Third Election District of Anne Arundel County, known and designated as Lot No. 14 in Block 22 on the plat of Carrollton Manor, said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 9 folio 24, being the same property which was conveyed to Howard C. Hill by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated February 17, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.A.M.No. 152 folio 94.

J. All that lot of ground situate in the Third Election District of Anne Arundel County and described as follows: Beginning for the same on the center line of Severn Road, 20 feet eode at a distance of 518.34 feet southerly, southeasterly and southerly measured along the center line of Severn Road from its intersection with the third line of the land described in a deed from Wm. A.Sailes and wife to G. Milton Linthicum dated March 17, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 99 folio 268, said beginning point being at the division line now fixed between the land of Howard A. Read and the land of Annie E. Umbach and beginning at a point north 80 degrees 39 minutes east 10 feet from an iron pin driven in the ground on the west side of Severn Road and running thence binding on the center line of Severn Road South 10 degeees 11 minutes East 112.3 feet to the northerly line of a parcel of land designated as Water Front Park reserved for lot owners on the plat of Briar Cliff on Severn, revised May 1, 1926, at a point North 69 degrees 59 minutes East 10.15 feet from an iron pipe driven in the ground on the west side of Severn Road; thence binding on the northerly line of said land, reserved for Water Front Park, south 69 degrees 59 minutes west 189.6 feet to an iron pin driven in the ground at the division line as now fixed between the land of Annie E. Umbach and the land of Elizabeth Foreman Lewes; thence binding on said division line North 0 degrees 19 minutes East 149.5 feet to an iron pin driven in the ground at the division line now fixed between the land of Howard A. Read and the land of Annie E. Umbach and thence binding on said division line North 80 degrees 39 minutes East 159.58 feet to the beginning. Being the same property which was conveyed to Charles A. Brown and Helen F. Brown, his wife, by Annie E. Umbach widow, by deed dated January 12, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 275 folio 140.

K. All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County known and designated as lot No. 45 located on Linderman Avenue as shown on plat A Section 15 of the property of The Patuxent Land Company which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 17 folio 10, being the same property which was conveyed to Alfred Reiss and Sophia M. Reiss, his wife, by the Patuxent Land Company by deed dated December 5, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W.No. 141 folio 164.

L. All those lots of ground situate, lying and being in the Fourth Election District of Anne Arundel County known and designated as lots 36 and 37 Plat A Section 15 on the plat of Patuxent Park, said plat recorded among the Land Records of Anne Arundel County in Plat Book 17 folio 10, being a part of the same property which was conveyed to the Patuxent Land Company by

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the Read Realty Co., a body corporate by deed dated March 31, 1916, and recorded among the Ladd Records of Anne Arundel County inLiber G.W.No. 127 folio 107, said lots assessed to J.H.Hartman.

M. All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County aforesaid, known and designated as lot 25 Block 28 as shown on the plat of Avalon Shores, said plat recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 3 folio 48, being the same property which was conveyed to Alethe Herrmann by Avalon Shores, Incorporated et al by deed dated March 29, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M.No. 164 folio 130.

N. All that lot of ground situate, lying and being in the Eighth Election District of Anne Arundel County, known and designated as lot No. 19 in Block 8, Section 1, of the Subdivision known as Fair Haven, as shown on the plat of Fair Haven recorded among the Plat Records of Anne Arundel County in Plat Book No. 6 folio 24, being the same property which was conveyed to Erwin C. Howard by Eugene M. Childs, Attorney, by deed dated December 2, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 800 folio 83; the said Farmers and Merchants Bank of Upper Marlboro is the holder of a mortgage on said property from the said Erwin C. Howard, dated December 2, 1953, and recorded among the Land Records in Liber J.H.H.No. 800 folio 85.

O. All that lot of ground situate, lying and being in the Eighth Election District of Anne Arundel County, being a part of lots 11 and 12 in Block 5 as shown on the Plat of North Beach Park a Re-Division of Holland Point Addition to North Beach", from a point 80 feet from the west boundary of lots 11 and 12, thence east 35 feet; thence south 100 feet; thence west 35 feet thence north 100 feet to the point of beginning, according to the plat of said North Beach Park a Re-Division of Holland Point Addition to North Beach duly recorded among the Plat Records of Anne Arundel County in Liber W.N.W.No. 2 folio 30 and 70; being the same property which was conveyed to Anthony F. Rice by Gibbs L. Baker and Caroline P. Baker, his wife, by deed dated December 16, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No.104 folio 278, and which upon the death of the said Anthony F. Rice, intestate on December 1932, said property vested in his widow, Anna M. Rice, Hilda Rice Hobson, a daughter and Mary P. Fessenden, a daughter all as shown by the Administration Docket of estate of Anthony F. Rice in the Orphans Court for Anne Arundel County.

P. All those lots of ground situate, lying and being in the First Election District of Anne Arundel County aforesaid, known and designated as lots 5975 and 5976 as shown on the plat of Woodland Beach, recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 3 folio 27, then in Cabinet 1 Rod Y, folio 13, now filed in Book 8 folio 15, and being the same property which was conveyed to Mary Kirk Simpson by Frank I. Williams and Edith McC. Williams, his wife, by deed dated July 21, 1933, and recorded among the Land Records of Anne Arundel County in Liber W.M.B.No. 126 folio 144.

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Q. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as lots 35,36,37 and 38 Block 78 Herald Harbor on the Severn, Amended Map Section C, said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 4 folio 17, and being the same property which was conveyed to Robert H. Driskill by Richard W. Sanders, by deed dated December 20, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 520 folio 410; Oren R. Lewis being the legal owner of lots 37 and 38, as shown by deed recorded among the aforesaid Land Records in Liber F.S.R.No. 95 folio 117.

R. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as lots No. 9,10,11 and 12 in Block 104, as shown on the map of Herald Harbor on the Severn, Amended Map of Section 'D' being the same property which was conveyed to Clarence M. Fewell by Herald Habor, Inc. by deed dated November 26, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 90 folio 269,

S. All that lot of ground, situate, lying and being in the Fifth Election District of Anne Arundel County, known and designated as Lot No. 17, Block "P" on the plat of Glendale Terrace, said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 3 folio 25. Being the same property which was conveyed to James T. Grant and Lillian M. Grant, his wife, by the Suburban Realty,Inc., by deed dated July 16, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 28 folio 286; the said James T. Grant died November 1940,and the said Lillian M. Grant died July 25, 1947, and left surviving her as her sole heir at law Mary E. Mante, according to the Administration of the Estate of Lillian M. Grant in the Orphans' Court in the City of Baltimore; see Docket No. 64 folio 203; the aforesaid lot is the same property which was conveyed to Glenn R. Shaffer and Gloria M. Shaffer, his wife, by James O. Ohlbin and Hattie E. Ohlbin, his wife, by deed dated May 10, 1946, and recorded among said Land Records in Liber J.H.H.No. 365 folio 331.

T. All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County aforesaid, and described as follows: Beginning for the same at the southwest line of lot 15 as shown on a plat of Idlewilde recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1 Rod x folio 6, said point of beginning being north 52 degrees 50 minutes west 111.16 feet from an iron bar found in the center of the road lying to the east of lot 16 as shown on said plat; said iron bar believed to be at the beginning point of the conveyance from Louis M. Strauss to Milton Yingling et al by deed dated January 6, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No.507 folio 330; and running from the beginning point so fixed and with the 1st line of said conveyance reversely south 52 degrees 50 minutes east 40 feet to where the division line between lots 15 and 16 cross said line; thence with the extension of said dividing line South 37 degrees 13 minutes 50 seconds West 10 feet; thence parallel to the first line of this description North 52 degrees 50 minutes west 40 feet; thence with a line that is the extension of the division line between lots No. 14 and 15 North

37 degrees 16 minutes 30 seconds East 10 feet to the point of beginning. Being the same property which was conveyed to Buford Hohenshilt and Genevieve Hohenshilt, his wife, by Milton Yinglin, et al by deed dated September 8, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 706 folio 512. The Chesapeake Bank of Baltimore is the record holder of a mortgage dated June 28, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 28 folio 192 against the property heretofore described and other property.

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon, this 19th day of July, 1957, by the Circuit Court for Anne Arundel County in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 24th day of September 1957, and redeem the property and answer the Bill, or thereafter a final decree will be rendered, foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

George T. Cromwell
Clerk

TRUE COPY TEST:

Clerk

C

#12,237

Nº 2851 CERTIFICATE OF TAX SALE

LIBER 109 PAGE 20

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A. C. County at public auction for the sum of 14 Dollars and 00 Cents, of which 13.41 Dollars has been paid as a deposit on the property in 2nd District described as Lot 29 Blk 160-A Sec F. as shown on the Plat of Herald Harbor

and assessed to Louis & Margaret Longtoet

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19[illegible]

[signature]
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, [illegible], before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [illegible], Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[signature]
Notary Public.

My Commission Expires [illegible]

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Exhibit filed with Bill of Complaint

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(2)

No. 2852 CERTIFICATE OF TAX SALE

LIBER 109 PAGE 21

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A. A. County at public auction for the sum of 22 Dollars and 00 Cents, of which 21.49 Dollars has been paid as a deposit on the property in 2nd District described as Lots 67-68 Blk 43 Sec C As shown on the Plat of Herald Harbor

and assessed to Russell F. Kinsey

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 1955

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Mellie Elizabeth Linthicum
Notary Public.

My Commission Expires May 6 1957

FILED
1957 JUL 23 A 11 10 00

Exhibit filed with Bill of Complaint

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(3)

No. 2853 CERTIFICATE OF TAX SALE LIBER 109 PAGE 22

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A. A. County at public auction for the sum of 21 Dollars and 00 Cents, of which 20.43 Dollars has been paid as a deposit on the property in 2nd District described as Lots 8-9 Blk 131 Sec II as shown on the Plat of Herald Harbor

and assessed to August & Ella Powell

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 1955

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Stevens
Notary Public.

My Commission Expires May 6 1957

NELLIE ELIZABETH STEVENS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

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1957 JUL 23 AM 10 00

Exhibit filed with Bill of Complaint

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(4)

No. 2854 CERTIFICATE OF TAX SALE

LIBER 109 PAGE 23

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A.A. County at public auction for the sum of 18 Dollars and .00 Cents, of which 17.73 Dollars has been paid as a deposit on the property in 2nd District described as Lot 57 Blk 6 Sec 1 Plat 4 as shown on the Plat of South Haven

and assessed to George T. Day.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6 1957

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Exhibit filed with Bill of Complaint

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(5)

No 2855 CERTIFICATE OF TAX SALE

LIBER 109 PAGE 24

JOSEPH H. GRISCOM, Sr.

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A. C. County at public auction for the sum of 16 Dollars and 00 Cents, of which 15.10 Dollars has been paid as a deposit on the property in 2nd District described as Lot 14 Blk C Sec 7 Plat 4 As shown on the Plat of South Shores

and assessed to Angela T. Jaussen

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Starling
Notary Public.

My Commission Expires May 6 1957

NELLIE ELIZABETH STARLING NOTARY PUBLIC ANNE ARUNDEL CO. MD.

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Exhibit filed with Bill of Complaint JUL 23 AM 10:00

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(6)

No 2856 CERTIFICATE OF TAX SALE

JOSEPH H: GRISCOM, Sr. LIBER 109 PAGE 25

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A. A. County at public auction for the sum of 18. Dollars and 00 Cents, of which 17.77 Dollars has been paid as a deposit on the property in 3rd District described as Lot 22 Blk 23 as shown on the Plat of Carrollton Manor.

and assessed to Flora Young Gebre

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Jr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6 1957

NELLIE ELIZABETH STERLING NOTARY PUBLIC

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Exhibit filed with Bill of Complaint

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(7)

Nº 2857 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr. LIBER 109 PAGE 26

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A.A. County at public auction for the sum of 18 Dollars and 00 Cents, of which 17.77 Dollars has been paid as a deposit on the property in 3rd District described as Lot 23 Blk 23 as shown on the Plat of Carrollton Manor

and assessed to N.Y. & Bach Tell I.S. Gehre

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 1955

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Stirling
Notary Public.

My Commission Expires May 6 1957

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No. 2858 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr. LIBER 109 PAGE 27

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955; I sold to A. A. County at public auction for the sum of 18 Dollars and 00 Cents, of which 17.77 Dollars has been paid as a deposit on the property in 3rd District described as Lot 15 Blk 22 as shown on the Plat of Carrollton Manor

and assessed to Elizabeth Mason Hill

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6 1957

FILED
1957 JUL 23 AM 10 00

Exhibit filed with Bill of Complaint

27

2

No. 2859 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 109 PAGE 28

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October ~~OCT 10 1955~~, I sold to A. A. County at public auction for the sum of 18 Dollars and 00 Cents, of which 17.77 Dollars has been paid as a deposit on the property in 3rd District described as Lot 14 Blk 22 as shown on the Plat of Carrollton Manor

and assessed to Howard L. Hill

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 1955

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Saterlee
Notary Public.

My Commission Expires May 6 1957

FILED
1957 JUL 23 AM 10:00

Exhibit filed with Bill of Complaint

28

No. 2863 **CERTIFICATE OF TAX SALE**

LIBER 109 PAGE 29

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A. A. County at public auction for the sum of 24 Dollars and 00 Cents, of which 23.29 Dollars has been paid as a deposit on the property in 3rd District described as Pt of lot 35 25x150 as situated at Bevan Cliff

and assessed to Charles A & Helen F. Brown

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 1955

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth [illegible]
Notary Public.

My Commission Expires May 6 1957

FILED
1957 JUL 23 AM 10 00

Exhibit filed with Bill of Complaint

29

(11)

No. 2864 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 109 PAGE 30

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A A County at public auction for the sum of 16 Dollars and 00 Cents, of which 15.70 Dollars has been paid as a deposit on the property in 4th District described as 1 lot as situated at Patuxent

and assessed to Sophia M. & Alfred Ross

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie [illegible]
Notary Public.

My Commission Expires May 6, 1957

FILED
1957 JUL 23 AM 10:00

Exhibit filed with Bill of Complaint

30

(12)

No. 2865 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr. LIBER 109 PAGE 31

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A. A. County at public auction for the sum of 19 Dollars and 00 Cents, of which 18.88 Dollars has been paid as a deposit on the property in 4th District described as Lots 36-37 Plat A. Sec 15 as shown on the Plat of Patuxent Pk 1952 Resale and assessed to J. H. Hartman

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Staley
Notary Public.

My Commission Expires May 6 1957

FILED
1957 JUL 23 AM 10:00

Exhibit filed with Bill of Complaint

31

(16)

No. 2879 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 109 PAGE 32

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A. A. Terwata at public auction for the sum of 15 Dollars and 00 Cents, of which 14.32 Dollars has been paid as a deposit on the property in 7th District described as Lot 25 Blk 28 as shown on the Plat of Avalon Shores

and assessed to Alethe Edethe Hermann

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 1955

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Jr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Stevens
Notary Public

My Commission Expires May 6, 1957

NELLIE ELIZABETH STEVENS NOTARY PUBLIC

FILED
1957 JUL 23 AM 10:00
ANNE ARUNDEL COUNTY

Exhibit filed with Bill of Complaint

32

(15)

Nº 2884 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr. LIBER 109 PAGE 33

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A.A. County at public auction for the sum of 101 Dollars and 00 Cents, of which 100.40 Dollars has been paid as a deposit on the property in 8th District described as Lot 19 Blk 8 & part Sec 1 40x150 as shown on the Plat of Fair Haven

and assessed to Erwin C. Howard

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 6, 1957

FILED
1957 JUL 23 AM 10:00

Exhibit filed with Bill of Complaint

33

(18)

No. 2885 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 109 PAGE 34

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A.A. County at public auction for the sum of 39 Dollars and 00 Cents, of which 38.63 Dollars has been paid as a deposit on the property in 8th District described as Pt of Lots 11-12 Blk 5 35x100 as shown on the Plat of North Beh Pk

and assessed to Barthony H. Price

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Jr Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Mellie Elizabeth Stevens
Notary Public.

My Commission Expires May 6, 1957

FILED
1957 JUL 23 AM 10:00
MELLIE ELIZABETH STEVENS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Exhibit filed with Bill of Complaint

34

'9

No. 2886 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr. LIBER 109 PAGE 35

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A.A. County at public auction for the sum of 25 Dollars and 00 Cents, of which 24.99 Dollars has been paid as a deposit on the property in 1st district described as Lots 5975-5976 as shown on the Plat of Woodland Bch.

1952 Resale

and assessed to Mary Kirk Thompson.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Martin
Notary Public.

My Commission Expires May 6, 1957

Exhibit filed with Bill of Complaint

FILED
1957 JUL 23 AM 10 00

35

(20)

No. 2887 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr. LIBER 109 PAGE 36

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A.A. County at public auction for the sum of 31 Dollars and 00 Cents, of which 30.52 Dollars has been paid as a deposit on the property in 2nd District described as Lots 35-36-37-38 Sec C. as shown on the Plat of Herald Harbor

1952 Resale

and assessed to Robt H. Uhlskill

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

FILED
1957 JUL 23 AM 10 00

Exhibit filed with Bill of Complaint

36

21

No. 2888 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr. LIBER 109 PAGE 37

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A. A. County at public auction for the sum of 22 Dollars and 00 Cents, of which 21.51 Dollars has been paid as a deposit on the property in 2nd District described as Lots 9-10-11-12 Blk 104 Sec N as shown on the Plat of Arnold Harbor

1952 Resale

and assessed to Clarence M. Fennell

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Stevens
Notary Public

My Commission Expires May 6, 1957

FILED
1957 JUL 23 AM 10 00

Exhibit filed with Bill of Complaint

37

Duplicate assessment
in name of Jas. J +
Lillian M. Grant.

LIBER 109 PAGE 38

1955 Index # 9977.
Glendale Terrace

(22)

No. 2889 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A.A. County at public auction for the sum of 20 Dollars and 00 Cents, of which 19.58 Dollars has been paid as a deposit on the property in 5th District described as Lot 17 Blk P as shown on the Plat of Glendale Terrace

1952 Resale

and assessed to Glenn R McAfee & Wife

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10 day of October, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6 1957

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED
1957 JUL 29 AM 10 00

38

Exhibit filed with Bill of Complaint

23

No. 2894

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 109 PAGE 39

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to A. A. County at public auction for the sum of 16 Dollars and 00 Cents, of which 15.16 Dollars has been paid as a deposit on the property in 7th District described as Strip Land 10X40 as situated at Idlewild

and assessed to Rohrenbeck, Buford & Genevieve

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of October 19 55

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ____ day of October, ____, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 6 1957

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY

FILED

1957 JUL 23 AM 10:00

Exhibit filed with Bill of Complaint

39

LIBER 109 PAGE 40

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	NO. 12,237 EQUITY
vs.	IN THE CIRCUIT COURT FOR
LOUIS JONGBLOET, ET AL	ANNE ARUNDEL COUNTY

- - - - - - - - - -

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the Respondent, Erwin C. Howard, may redeem the property described in Tax Sale Certificate No. 2884 for Lot 19, Block 8, Section 1, of Fair Haven, filed in these proceedings:

To be paid to the County Commissioners of Anne Arundel County for taxes and costs of sale	$233.35
To be paid to Marvin I. Anderson, Attorney - proportionate share of Court costs and advertising	96.37
	$329.72

Marvin I. Anderson,
Solicitor for Complainant,
20-U West Street,
Annapolis, Maryland
Colonial 3-2901

CHILDS AND BALD

By Eugene M. Childs
Eugene M. Childs
Solicitors for Respondent, Erwin C. Howard
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 3-2181

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1957 AUG 15 PM 2:08

40

LIBER 109 PAGE 41

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	NO. 12,237 EQUITY
	IN THE CIRCUIT COURT
vs.	FOR
LOUIS JONGBLOET, ET AL	ANNE ARUNDEL COUNTY

- - - - - - - - - -

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Erwin C. Howard, one of the Respondents in the captioned case, by his Solicitors, Childs and Bald, respectfully represents that the Respondent is desirous of redeeming Lot 19, Block 8, Section 1, of Fair Haven, Anne Arundel County, Maryland, and prays your Honors to pass an Order in these presents, assessing the costs necessary for him to effect redemption.

Respectfully submitted,

CHILDS AND BALD

By Eugene M. Childs
Eugene M. Childs
Solicitors for Erwin C. Howard,
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 3-2181

I HEREBY CERTIFY that I have this 14th day of August, 1957, mailed to Marvin I. Anderson, Esquire, 20-U West Street, Annapolis, Maryland, Attorney for Complainant, a copy of the aforegoing Petition.

CHILDS AND BALD

By Eugene M. Childs
Eugene M. Childs

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1957 AUG 15 PM 2:08

LIBER 109 PAGE 42

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY		NO. 12,237 EQUITY
vs.		IN THE CIRCUIT COURT
LOUIS JONGBLOET, ET AL		FOR
		ANNE ARUNDEL COUNTY

ORDER

Upon the foregoing Petition and Stipulation, it is this 20th day of August, 1957, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 2884 total $329.72.

Benjamin Richardson
Judge

FILED
1957 AUG 20 PM 12:35

42

LIBER 109 PAGE 43

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY		NO. 12,237 EQUITY
vs.		IN THE CIRCUIT COURT
LOUIS JONGBLOET, ET AL		FOR
		ANNE ARUNDEL COUNTY

- - - - - - - - - -

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above entitled cause, "settled", and the property redeemed as to the Respondent, Erwin C. Howard, and all persons claiming to have, or having, any interest in the property described in Tax Sale Certificate No. 2884 filed in these proceedings.

Marvin I. Anderson,
Solicitor for Complainant
20-U West Street
Annapolis, Maryland
Colonial 3-2901

FILED
1957 AUG 20 PM 2:47

3

MARVIN R. ANDERSON
30-U West Street, Annapolis, Md.
Solicitor

Order Of Publication

No. 12,237. Equity, in Circuit Court for Anne Arundel County. County Commissioners of Anne Arundel County, a body corporate vs. Louis Jongbloet; Margaret Jongbloet; Eleanor Elizabeth Bloomquist; Oren R. Lewis; Russell F. Kinsey; August P. Powell; Ella M. Powell; George T. Day; Angela C. Janssen; Nora Young Gehre; Ida Young Bachtell; Nora Y. Gehre; Elizabeth Mason Hill; Howard C. Hill; Charles A. Brown; Helen F. Brown; Alfred Reiss; Sophia M. Reiss; J. H. Hartman; Patuxent Land Company; Alethe Herrmann; Erwin C. Howard; Farmers and Merchants Bank; Anna M. Rice; Hilda Rice Hobson; Mary P. Fessenden; Mary Kirk Simpson; Robert H. Driskill; Clarence M. Fewell; Mary E. Monte; Glenn R. Shaffer; Gloria M. Shaffer; Buford Hohenshilt; Genevieve Hohenshilt; Chesapeake Bank of Baltimore; The unknown Directors, Officers and Trustees of the Patuxent Land Company and the unknown heirs, successors and assigns of the unknown Directors, Officers and Trustees of Patuxent Land Company; and any and all persons having or claiming to have any interest in the property hereinafter described.

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the First, Second, Third, Fourth, Fifth, Seventh and Eighth Election Districts of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

A. All that lot of ground situate in the Second Election District of Anne Arundel County, State of Maryland, known and designated as Lot Number 29 in Block 190-A, Section "F" on the plat of Herald Harbor, said plat recorded in Plat Book No. 4 folio 6. Being a part of the same property which was conveyed to Louis Jongbloet and Margaret Jongbloet, his wife, by Eleanor E. Bloomquist widow, et al by deed dated—1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 429 folio 289; Oren R. Lewis being the legal owner of said lot under deed from the Herald Habor Inc. dated January 29, 1932, and recorded among the Land Records aforesaid in Liber F. S. R. No. 95 folio 117; the said Eleanor Elizabeth Bloomquist being the holder of a mortgage on said lot from Louis Jongbloet and Margaret Jongbloet, dated August 23, 1947, recorded in Liber J.H.H. No 427 folio 86.

B. All those lots of ground situate in the Second Election District of Anne Arundel County aforesaid, designated as lots 97 and 98 in Block 43 as shown on a certain map of Herald Harbor Section "C" said plat recorded in Plat Book 3 folio 34, being the same property which was conveyed to Russell F. Kinsey by the Herald Harbor, Incorporated, by deed dated August 11, 1994, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 90 folio 349.

C. All those lots of ground situate, in the Second Election District of Anne Arundel County aforesaid, designated as lots 8 and 9 in Block 191 as shown on a certain map entitled Herald Harbor on the Severn Amended Map of Section [illegible] recorded in plat Book [illegible]

Arundel County, known and designated as Lot No. [illegible] Block [illegible] of the plat of [illegible] and recorded among the Plat Records of Anne Arundel County in Plat Book No. [illegible] folio [illegible], being the same property which was conveyed to Howard C. Hill by Fred E. Kroker and Ethel [illegible] Kroker, his wife, by deed dated [illegible] and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. [illegible] folio [illegible].

J. All that lot of ground situate in the Third Election District of Anne Arundel County and described as follows: Beginning for the same on the center line of Severn Road, 30 feet wide at a distance of 518.34 feet southerly, southeasterly and southerly measured along the center line of Severn Road from its intersection with the third line of the land described in a deed from Wm. A. Sailly and wife to G. Milton Linthicum dated March 17, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 99 folio 268, said beginning point being at the division line now fixed between the land of Howard A. Read and the land of Annie E. Umbach and beginning at a point north 80 degrees 39 minutes east 10 feet from an iron pin driven in the ground on the west side of Severn Road and running thence binding on the center line of Severn Road South 10 degrees 11 minutes East 112.3 feet to the northerly line of a parcel of land designated as Water Front Park reserved for lot owners on the plat of Briar Cliff on Severn, revised May 1, 1926, at a point North 69 degrees 59 minutes East 10.15 feet from an iron pipe driven in the ground on the west side of Severn Road; thence binding on the northerly line of said land, reserved for Water Front Park, south 69 degrees 59 minutes west 189.6 feet to an iron pin driven in the ground at the division line as now fixed between the land of Annie E. Umbach and the land of Elizabeth Foreman Lewes; thence binding on said division Line North 0 degrees 19 minutes East 149.5 feet to an iron pin driven in the ground at the division line now fixed between the land of Howard A. Read and the land of Annie E. Umbach and thence binding on said division line North 80 degrees 39 minutes East 159.58 feet to the beginning. Being the same property which was conveyed to Charles A. Brown and Helen F. Brown, his wife, by Annie E. Umbach widow, by deed dated January 12, 1943, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No 275 folio 140.

K. All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County known and designated as lot No. 45 located on Linderman Avenue as shown on plat A Section 15 of the property of The Patuxent Land Company which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 17 folio 10, being the same property which was conveyed to Alfred Reiss and Sophia M. Reiss, his wife, by the Patuxent Land-Company by deed dated December 5, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 141 folio 164.

L. All those lots of ground situate, lying and being in the Fourth Election District of Anne Arundel County known and designated as lots 36 and 37 Plat A Section 15 on the plat of Patuxent Park, said plat recorded among the Land Records of Anne Arundel County in Plat Book 17 folio 10, being a part of the same property which was conveyed to the Patuxent Land Company by the Read Realty Co., a body corporate by deed dated March 31, 1916, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. [illegible] folio 107, said lots assessed to J. H. Hartman.

M. All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County aforesaid, known and designated as lot 25 Block 28 as shown on the plat of Avalon Shores, said plat recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. [illegible] folio 48, being the same property which was conveyed to Alethe Herrmann by Avalon Shores Incorporated et al by deed dated March 29, 1937, and recorded among the Land Records of Anne Arundel County in Liber [illegible] No. [illegible] folio [illegible]

[illegible] Anne Arundel [illegible] and being the same property which was conveyed [illegible] by Richard [illegible] by deed dated [illegible] and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. [illegible] folio 419; Oren R. Lewis being the legal owner of lots 17 and 18 as shown by deed recorded among the aforesaid Land Records in Liber F. S. R. No. 95 folio 117.

R. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as lots No. 9, 10, 11 and 12 in Block 104, as shown on the map of Herald Harbor on the Severn, Amended Map of Section 'D,' being the same property which was conveyed to Clarence M. Fewell by Herald Habor, Inc. by deed dated November 28, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 90 folio 269.

S. All that lot of ground, situate, lying and being in the Fifth Election District of Anne Arundel County, known and designated as Lot No. 17, Block "P" on the plat of Glendale Terrace, said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 3 folio 25. Being the same property which was conveyed to James T. Grant and Lillian M. Grant, his wife, by the Suburban Realty, Inc., by deed dated July 16, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 78 folio 386; the said James T. Grant died November 1940, and the said Lillian M. Grant died July 25, 1947, and left surviving her as her sole heir at law Mary R. Mante, according to the Administration of the Estate of Lillian M. Grant in the Orphans' Court in the City of Baltimore; see Docket No. 64 folio 203; the aforesaid lot is the same property which was conveyed to Glenn R. Shaffer and Gloria M. Shaffer, his wife, by James O. Ohlbin and Hattie E. Ohlbin, his wife, by deed dated May 10, 1946, and recorded among said Land Records in Liber J. H. H. No. 365 folio 331.

T. All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County aforesaid, and described as follows: Beginning for the same at the southwest line of lot 15 as shown on a plat of Idlewilde recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1 Rod x folio 6, said point of beginning being north 52 degrees 50 minutes west 111.16 feet from an iron bar found in the center of the road lying to the east of lot 16 as shown on said plat; said iron bar believed to be at the beginning point of the conveyance from Louie M. Strauss to Milton Yingling et al by deed dated January 6, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 507 folio 330; and running from the beginning point so fixed and with the 1st line of said conveyance reversely south 52 degrees 50 minutes east 40 feet to where the division line between lots 15 and 16 cross said line; thence with the extension of said dividing line South 37 degrees 13 minutes 50 seconds West 10 feet; thence parallel to the first line of this description North 52 degrees 50 minutes west 40 feet; thence with a line that is the extension of the division line between lots No. 14 and 15 North 37 degrees 16 minutes 10 seconds East 10 feet to the point of beginning. Being the same property which was conveyed to Buford Hohenshilt and Genevieve Hohenshilt, his wife, by Milton Yingling, et al by deed dated September 8, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. [illegible] folio [illegible]. The Chesapeake Bank of Baltimore is the record holder of a mortgage dated June 28, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 28 folio [illegible] against the property heretofore described and other property.

The Bill states among other things that the amounts necessary for redemption have not been paid although more than a year [illegible] the date of [illegible]

[illegible]

No. 4 folio 7. Being the same property which was conveyed to August P. Powell and Ella M. Powell, his wife, by Robert E. Powell and Mildred M. Powell, by deed dated November 4, 1925, and recorded among the Land Records of Anne Arundel County, in Liber W.M.B. No. 17 folio 315.

D. All that lot of ground situate in the Second Election District of Anne Arundel County known and designated as Lot Number 57 of Block "C" as shown on a map entitled ReSubdivision of part of Section 1 Southaven on the South River, said plat filed in Plat Book No. 10 folio 24, being the same property which was conveyed to George T. Day by the Tidewater Shores Inc. by deed dated January 28, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 177 folio 107.

E. All that lot of ground situate in the Second Election District of Anne Arundel County known and designated as lot 14 of Block "C" as shown on the map entitled Resubdivision of part of Section 1 Southaven, said plat recorded in Plat Book No. 10 folio 24, being the same property which was conveyed to Angela C. Janszen by Tidewater Shores Inc., by deed dated May 29, 1939, and recorded among the Land Records aforesaid in Liber F. A. M. No 189 folio 20.

F. All that lot of ground situate in the Third Election District of Anne Arundel County, known and designated as lot No. 22 in Block 29 on the plat of Carrollton Manor, said plat recorded in Plat Book No. 9 folio 24, being the same property which was conveyed to Nora Young Gehre, by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated January 29, 1934, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 119 folio 349.

G. All that lot of ground situate in the Third Election District of Anne Arundel County, known and designated as Lot No. 23 in Block 23 on the plat of Carrollton Manor, said plat recorded in Plat Book No. 9 folio 24, being the same property which was conveyed to Ida Young Bechtell and Nora Y. Gehre by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated September 12, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 112 folio 426.

H. All that lot of ground situate in the Third Election District of Anne Arundel County, known and designated as Lot No. 15 in Block 22 on the plat of Carrollton Manor, said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 9 folio 24, being the same property which was conveyed to Elizabeth Mason Hill by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated February 17, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 162 folio 95.

I. All that lot of ground situate in the Third Election District of Anne37 and 38 Block 78 Herald Harbor on

N. All that lot of ground situate, lying and being in the Eighth Election District of Anne Arundel County, known and designated as lot No. 19 in Block 8, Section 1, of the Subdivision known as Fair Haven, as shown on the plat of Fair Haven recorded among the Plat Records of Anne Arundel County in Plat Book No. 6 folio 24, being the same property which was conveyed to Erwin C. Howard by Eugene M. Childs, Attorney, by deed dated December 2, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 800 folio 89; the said Farmers and Merchants Bank of Upper Marlboro is the holder of a mortgage on said property from the said Edward C. Howard, dated December 2, 1953, and recorded among the Land Records in Liber J. H. H. No. 800 folio 85.

O. All that lot of ground situate, lying and being in the Eighth Election District of Anne Arundel County, being a part of lots 11 and 12 in Block 5 as shown on the Plat of North Beach Park a Re-Division of Holland Point Addition to North Beach, from a point 90 feet from the west boundary of lots 11 and 12, thence east 35 feet; thence south 100 feet; thence west 35 feet thence north 100 feet to the point of beginning, according to the plat of said North Beach Park a Re-Division of Holland Point Addition to North Beach duly recorded among the Plat Records of Anne Arundel County in Liber W. N. W. No. 2 folio 90 and 70; being the same property which was conveyed to Anthony F. Rice by Gibbs L. Baker and Caroline P. Baker, his wife, by deed dated December 16, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 104 folio 279, and which upon the death of the said Anthony F. Rice, intestate on December 1932, said property vested in his widow, Anna M. Rice, Hilda Rice Hobson, a daughter and Mary P. Fessenden, a daughter all as shown by the Administration Docket of estate of Anthony F. Rice in the Orphans Court for Anne Arundel County.

P. All those lots of ground situate, lying and being in the First Election District of Anne Arundel County aforesaid, known and designated as lots 5975 and 5979 as shown on the plat of Woodland Beach, recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3 Folio 27, then in Cabinet 1 Rod Y, folio 13, now filed in Book 9 folio 15, and being the same property which was conveyed to Mary Kirk Simpson by Frank I. Williams and Edith McC. Williams, his wife, by deed dated July 21, 1993, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 126 folio 144.

Q. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as lots 35, 36

1957, by the Circuit Court for Anne Arundel County in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 24th day of September - 1957, and redeem the property and answer the Bill, or thereafter a final decree will be rendered, foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-15

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 46

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 29, 1957

We hereby certify, that the annexed

Order of Publication

Eq. 12,237

County Commissioners, Vs

Louis Jongbloet, et others

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of September, 1957. The first insertion being made the 25th day of July, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

FILED

1957 SEP -4 AM 9:51

LIBER 109 PAGE 47

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate	*	EQUITY NO. 12,237
vs	*	IN THE CIRCUIT COURT FOR
BUFORD HOHENSHILT and GENEVIEVE HOHENSHILT, his wife,	*	ANNE ARUNDEL COUNTY

****

Mr. Clerk:

Please enter my appearance for the above Respondents, Buford Hohenshilt and Genevieve Hohenshilt, his wife.

George E. Rullman, Attorney
for Respondents

FILED

1957 DEC -2 AM 10: 03

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LIBER 109 PAGE 48

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate * EQUITY NO. 12,237

vs * IN THE CIRCUIT COURT FOR

BUFORD HOHENSHILT and GENEVIEVE HOHENSHILT, his wife * ANNE ARUNDEL COUNTY

* * * * *

PETITION TO REDEEM PROPERTY SOLD UNDER TAX SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Buford Hohenshilt and Genevieve Hohenshilt, his wife, the Respondents in the above captioned case, by George E. Rullman, their attorney, respectfully respresents:

FIRST; That these Respondents are desirous of redeeming the strip of land ten feet by forty feet in the rear of Lot 15, according to the plat of Idlewilde, in the Seventh Election District of Anne Arundel County, Maryland, which your Respondents acquired by deed dated September 8, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 706, folio 512 from Milton Yingling, et al, and prays your Honors to pass an Order in these proceedings, assessing the costs necessary to effect redemption of said property.

Respectfully submitted,

George E. Rullman

George E. Rullman, Attorney
for Respondents

I hereby certify that I have this 2 day of Dec., 1957, mailed to Marvin I. Anderson, 20-U West Street, Annapolis, Maryland, Attorney for Complainant, a copy of the aforegoing Petition.

George E. Rullman

George E. Rullman, Attorney
for Respondents

FILED

1957 DEC -2 AM 10:03

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LIBER 109 PAGE 49

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate	*	EQUITY NO. 12,237
vs	*	IN THE CIRCUIT COURT FOR
BUFORD HOHENSHILT and GENEVIEVE HOHENSHILT, his wife,	*	ANNE ARUNDEL COUNTY

****

STIPULATION

It is agreed by the parties hereto that the following amounts must be paid in order that the Respondents, Buford Hohenshilt and Genevieve Hohenshilt, his wife, may redeem the property described in Tax Sale Certificate No. 2894 for the lot of ground ten feet by forty feet in the rear of Lot 15 as shown on the plat of Idlewilde, in the Seventh Election District of Anne Arundel County, Maryland, filed in these proceedings:

To be paid to the County Commissioners of Anne Arundel County for taxes and costs of sale $ 17.68 .

To be paid to Marvin I. Anderson, Attorney, proportionate share of Court costs and advertising & fee..... $ 96.37 .

Marvin I. Anderson, Solicitor
for Complainant
20-U West Street
Annapolis, Maryland

George E. Rullman, Attorney for
Respondents
Lee Building, Church Circle
Annapolis, Maryland

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LIBER 109 PAGE 50

ORDER

UPON the foregoing Petition and Stipulation, it is this 19th day of December, 1957, by the Circuit Court for Anne Arundel County, in Equity, Ordered that the amounts necessary to redeem the property described in Tax Sale Certificate No. 2894 totaling $ 114.05 is the correct amount for the redemption of said property.

IT IS FURTHER Ordered that upon payment of the above costs that the property of the Respondents, Buford Hohenshilt and Genevieve Hohenshilt, his wife, shall stand redeemed from the force and effect of the Plaintiff's Tax Sale Certificate.

Matthew Evans
JUDGE

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1957 DEC 20 PM 1:07

LIBER 109 PAGE 51

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate Annapolis, Maryland	:	NO. 12,237 EQUITY
	:	IN THE CIRCUIT COURT
vs.	:	FOR
LOUIS JONGBLOET et al	:	ANNE ARUNDEL COUNTY

: : : : : :

ORDER OF SATISFACTION

Mr. Clerk:

In accordance with the order of Court dated December 19, 1957, in the above entitled cause, Buford Hohenshilt and Genevieve Hohenshilt, his wife, paid the sum of $114.05, and the property of said Buford Hohenshilt and Genevieve Hohenshilt, his wife, in these proceedings is redeemed and the above entitled cause settled as to the property of said Buford Hohenshilt and Genevieve Hohenshilt.

Marvin I Anderson, Attorney
for Plaintiff

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COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY a body corporate PLAINTIFF	:	NO. 12,237 EQUITY
	:	IN THE
VS.	:	CIRCUIT COURT
	:	FOR
LOUIS JONGBLOET et al Defendants	:	ANNE ARUNDEL COUNTY

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the County Commissioners of Anne Arundel County, a body corporate, by Marvin I. Anderson, its Attorney respectfully shows:

1. That two " Non Est" have been returned against the following defendants in the above entitled case:

Louis Jongbloet.
Margaret Jongbloet
Nora Young Gehre
Ida Young Bachtell
Howard C. Hill
J.H.Hartman
Patuxent Land Company
Robert H. Driskill
Mary E. Mante
Glenn R. Shaffer
Gloria M. Shaffer
~~Buford Robertson~~
~~Genevieve Robertson~~
Chesapeake Bank of Baltimore

2. That the following defendants were returned "summoned" by the Sheriffs of Anne Arundel County, Baltimore City and Montgomery County, respectively:

Charles A. Brown
Helen F. Brown

Elizabeth Mason Hill

Alethe Herrman

3. That the following Non-Resident Defendants have neither appeared nor answered as required by the Order of Publication although the time for so doing has expired, as will be seen by reference to the Certificate of Publication hereto attached:

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Eleanor Elizabeth Bloomquist
Oren R. Lewis
Russell F. Kinsey
August P. Powell
Ella M. Powell
George T. Day
Angela C. Janszen
Alfred Reiss
Sophia M. Reiss
Anna M. Rice
Hilda Rice Hobson
Mary P. Fessenden
Mary Kirk Simpson
Clarence M. Fewell

WHEREFORE, your Petitioner prays that the Bill of Complaint be taken Decree Pro Confesso against said Defendants.

Solicitor for Petitioner

DECREE PRO CONFESSO.

It appearing from the proceedings in this cause that two "Non Est" have been returned against the Defendants set forth in Paragraph 1 of the Petition; that the Defendants mentioned in Paragraph 2 of said Petition were duly summoned; and that the Non-resident Defendants mentioned in Paragraph 3 of said Petition were duly notified by Order of Publication; and that the Order of Publication heretofore issued therein has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland; and all of the Defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

It is thereupon this 26th day of December, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED,

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ORDERED AND DECREED that the said Bill of Complaint, be, and the same is hereby, taken pro confesso against said Defendants.

Benjamin Nicholas Jr.
Judge

LIBER 109 PAGE 55

CCUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY a body corporate PLAINTIFFS	:	NO. 12,237 EQUITY
	:	IN THE
vs	:	CIRCUIT COURT
		FOR
LOUIS JONGBLOET et al DEFENDANTS	:	ANNE ARUNDEL COUNTY

: : : : : :

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in compliance with the provisions of Article 81, Sections 91, 108 and 109 of the Annotated Code of Maryland, 1951 Edition, as amended by Chapter 188 of the Acts of 1955.

It is, thereupon, this 28th day of April, 1958, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed:

That all the rights of redemption of the Defendants, Louis Jongbloet, Margaret Jongbloet, Nora Young Gehre, Ida Young Bachtell, Howard C. Hill, J.H.Hartman, Patuxent Land Company, Robert H. Driskill, Mary E. Mante, Glenn R. Shaffer, Gloria M. Shaffer, Chesapeake Bank of Baltimore, Charles A. Brown, Helen F. Brown, Elizabeth Mason Hill, Alethe Herrman, Eleanor Elizabeth Bloomquist, Oren R. Lewis, Russell F. Kinsey, August P. Powell, Ella M. Powell, George T. Day, Angela C. Janszen, Alfred Reiss, Sophia M. Reiss, Anna M. Rice, Hilda Rice Hobson, Mary P. Fessenden, Mary Kirk Simpson and Clarence M. Fewell, or of anyone claiming, by, from or under them, or any of them, in and to the property described in the Bill of Complaint and Certificates of Sale as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes be, and the same are hereby barred

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and foreclosed.

That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and dissents occurring prior to this decree; as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public easements to which the same is subject) is hereby vested in the Plaintiff.

That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the County Commissioners of Anne Arundel County, a body corporate.

That the Clerk of this Court issue a certified copy of this decree to the served on the Treasurer.

That the Plaintiff shall pay the costs of this proceeding.

Judge

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1958 APR 29 AM 10:56

LIBER 109 PAGE 51

In the matter of	: No. 12,486	EQUITY
the Sale of Mortgaged	:	
Real Estate of	:	In the Circuit Court
Charles W. Perry and	:	for
Louise Perry, his wife	:	Anne Arundel County

: : : : : : : : :

ORDER TO DOCKET SUIT AND FILE ORIGINAL MORTGAGE AND ASSIGNMENT THEREOF

Mr. Clerk:

Please docket this suit and file the original mortgage and assignment thereof.

Thomas Curley assignee
9-11 School Street
Annapolis, Maryland

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No. 12,486 Equity

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 13th day of September ,

in the year one thousand nine hundred and fifty-five , between

Charles W. Perry and Louise Perry, his wife, of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to Charles W. Perry and Louise Perry, his wife

the sum of One Thousand Nine Hundred and 00/100 ($1,900.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of ..6....% per annum, in the manner following:

By the payment of Twenty-four and 97/100 ($24.97)

dollars plus one-twelfth of the annual taxes, ~~XXXXXXXX~~ insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum:

FOURTH: This loan may be prepaid in whole or in part at any time, except that six months interest may be charged on prepayments in any one year which exceed twenty per cent of the original amount of the loan.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Charles W. Perry and Louise Perry, his wife,

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all that lot , piece , or parcel of ground situate, lying and being in the sixth election district of Anne Arundel County, State of Maryland, and described as follows:

FIRST: ALL that lot of ground situate in the Sixth Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING FOR THE SAME at an iron pipe now set on the northwest side of Tyler Street distant South 61 degrees 37 minutes West 49.77 feet from the southeast corner of the whole 10.0 acre tract hereinafter mentioned of which the lot now being described is a part, and running from thence leaving said Tyler Street and with the southwest line of a 49.77 foot lot surveyed for Joseph T. Talley North 28 degrees 23 minutes West 312.0 feet to another iron pipe now set in the northwest boundary line of the said mentioned whole 10.0 acre tract, thence with part of said line south 61 degrees 37 minutes West 50.0 feet to another iron pipe now set thence leaving the said northwest boundary line and running parallel with the first line of this description south 28 degrees 23 minutes East 312.0 feet to another iron pipe now set on the above mentioned northwest side of Tyler street (the said last mentioned course and distance having followed the northeast line of a lot surveyed for Ernest Sullivan)

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thence along the said side of Tyler Street North 61 degrees 37 minutes East 50.0 feet to the place of beginning. Containing 0.358 acres of land according to a survey by J. Revell Carr, registered surveyor, May 1953.

BEING part of the land which by deed dated February 16, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 119, folio 259, was conveyed by Edwin Elliott and Leona I. Elliott, his wife, to Joseph T. Talley and Annie L. Talley, his wife.

AND BEING the same property which was conveyed to the within named Mortgagors, Charles W. Perry and Louise Perry, his wife, by deed from Joseph T. Talley and Annie L. Talley, his wife, of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

SECOND: ALL that lot of ground in the Sixth Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING FOR THE SAME on the northwest side of Tyler Street at the extreme southeast corner of the whole 10.0 acre tract hereinafter mentioned of which the lot now being described is a part, thence running from the said beginning point leaving said Tyler Street and with the northeast boundary line of the said 10.0 acre tract North 28 degrees 23 minutes west 312.0 feet to an iron pipe at the northeast corner of the said 10.0 acre tract, thence with the northwest boundary line of the said 10.0 acre tract South 61 degrees 37 minutes west 49.77 feet to another iron pipe now set, thence leaving said northwest boundary line and running parallel with the first line of this description South 28 degrees 23 minutes east following the northeast line of a 50.0 foot lot surveyed for Charles W. Perry 312.0 feet to another iron pipe now set on the northwest side of the above mentioned Tyler Street, thence with the same North 61 degrees 37 minutes east 49.77 feet to the place of beginning. Containing 0.358 acres of land, according to a survey by J. Revell Carr, registered surveyor, May 1953.

BEING a part of the above mentioned whole 10.0 acre tract conveyed to Joseph T. Talley, and Annie L. Talley, his wife, by Edwin Elliott, and Leona I. Elliott, his wife, et al, dated February 16, 1934, and recorded in liber F.S.R. 119, folio 259.

AND BEING the same property which was conveyed to the within named Mortgagors, Charles W. Perry and Louise Perry, his wife, by deed from Joseph T. Talley and Annie L. Talley, his wife, of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) Charles Perry and Louise Perry, his wife for themselves and their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of ..6...% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey; as to both

Charles W. Perry (SEAL)
Charles W. Perry

Louise Perry (SEAL)
Louise Perry

(SEAL)

(SEAL)

4

State of Maryland, Anne Arundel County, to wit:

LIBER 109 PAGE 61

I HEREBY CERTIFY, that on this 13th day of September in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Charles W. Perry and Louise Perry, his wife, , the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney , President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey

Samuel M. Ivrey, Notary Public.

My commission expires on

May 6, 1957.

Rec'd for record Sept. 14, 1955, at 2:10 P.M.
Per George T. Cromwell, Clerk.
Mailed to Samuel M. Ivrey

#27

Mortgage

FROM

CHARLES W. PERRY and

LOUISE PERRY, his wife

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property 1176 Tyler Avenue, Sixth Election District, Anne Arundel County, State of Maryland

Received for record 14 Sept. 1955 at 2:10 o'clock P.M.

Same day recorded in Liber G.T.C. No. 963 folio 549 &c. one of the Land Records of Anne Arundel County and examined per GEORGE T. CROMWELL, Clerk.

Cost of Record $

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Save for Mortgage

Property:

Description approved

Execution approved

Brendan O'Dwyer, Executive Secretary

R. Gardiner Chaney, President

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY [signature]

ATTEST:

FOR VALUE RECEIVED, the Annapolis Federal Savings and Loan Association, formerly the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, hereby assigns the above and within Mortgage unto Thomas Cooley, without recourse.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 6th day of January, 1958.

1958 JAN -7 AM 9:30
& RECORDED IN LIBER GTC
NO. 963 FOLIO 552
GEO. T. CROMWELL, CLERK

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

Cancel

LIBER 109 PAGE 62

In the Matter of	: No 12,486	EQUITY
the Sale of Mortgaged	:	
Real Estate of	: In the Circuit Court	
Charles W. Perry and	: for	
Louise Perry, his wife	: Anne Arundel County	

: : : : : : : : :

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Thomas Curley, assignee, under the mortgage to him from Charles W. Perry and Louise Perry, his wife, dated the 13th day of September, 1955, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 963, Folio 549.

Amount of principal	$ 1,563.74
Interest from Jan. 3rd to Feb. 4th	7.81
	$ 1,571.55

Thomas Curley
Thomas Curley assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 10th day of January, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Thomas Curley and made oath that the foregoing is a true statement of the amount remaining due him on his mortgage and he has not received any satisfaction therefor.

As witness my hand and Seal Notarial.

Mary McKaig
Notary Public

FILED
1958 JAN 10 PM 2:35

6

No. 12,486 Equity

LIBER 9 PAGE 211

LIBER 109 PAGE 63

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas Curley as Principal and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-five Hundred ($2,500.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 10th day of January, 1958.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Charles W. Perry and Louise Perry, his wife to Enterprise Federal Savings and Loan Association of Annapolis, bearing date on or about the 13th day of September, 1955, the said Thomas Curley as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part. AND WHEREAS default has occurred in the payment of the principal and interest aforesaid, and the said Thomas Curley as Assignee of said Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS:

Kathleen Woelfel

Kathleen Woelfel, as to both

Thomas Curley (SEAL)

Thomas Curley, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV

John H. Hopkins, IV, Attorney-in-fact

SURETY

Bond approved this 10th day of January, 1958.
George T. Cromwell, Clerk

FILED

1958 JAN 10 PM 3:24

7

LIBER 109 PAGE 64

In the Matter of the Sale of the Mortgaged Real Estate of Charles W. Perry and Anna Louise Perry, his wife : No. 12,486 Equity : In the Circuit Court for Anne Arundel County

: : : : : : : : :

AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT

: : : : : : : : :

I hereby certify that I sold the within described property unto William Bloom and Ida Bloom, his wife, at and for the sum of Five Thousand Five Hundred Fifty ($5,550.00) Dollars, they being the highest bidders therefor. Witness my hand and seal placed hereon this 4th day of February, 1958.

Witness:
Thomas J. Curley

George W. Scible (Seal)
George Scible, Auctioneer

We hereby certify that We purchased the within described property from Thomas J. Curley, Assignee, at and for the sum of Five Thousand Five Hundred Fifty ($5,550.00) Dollars, and We do hereby agree to comply with the terms of said sale. Witness our hands and seals placed hereon this 4th day of February, 1958.

Witness:
Thomas J. Curley

William Bloom (Seal)
Purchaser
Ida Bloom (SEAL)
By William Bloom her agent

FILED
1958 FEB -5 AM 11:27

Assignee's Sale
OF REAL ESTATE

No. 1176 Tyler Street, Annapolis, Md. Asbestos Shingle Bungalow containing 4 rooms, bath and back porch, automatic gas heat. Under and by virtue of power of sale contained in purchase price mortgage of Charles W. Perry and Louise Perry, his wife, dated 13th day of September 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC 963 folio 549 and by short assignment thereof to Thomas Curley said assignment bearing date of the 6th day of January 1958, and recorded among the Land Records aforesaid at the foot of the first mentioned mortgage. The undersigned as assignee will offer for sale at public auction at the Court House Door in the City of Annapolis, Md. on

Tuesday, Feb. 4, 1958
at 10:00 A.M.

All that tract of land situate on the NW side of Tyler St. having a frontatge of 100 ft. thereon and an even depth of 312 ft. Being the same property conveyed to Charles W. Perry and Louise Perry, his wife, by deed from Joseph T. Talley and Annie L. Talley, his wife, said deed being dated September 13, 1955 and recorded among the Land Records of Anne Arundel County at Liber No. 963 Folio 546.

Improvements: Consist of a 4-room and bath, asbestos shingled bungalow.

TERMS OF SALE: A deposit of $500 will be required of purchaser on day of sale, balance to be paid upon final ratification of sale. Deferred payments to bear interest from day of sale and to be secured to the satisfaction of the said assignee, or all cash at the option of the purchaser.

For further particulars apply: THOMAS CURLEY, Assignee
o9 School St.
GEORGE SCIBLE, Auctioner F-3
Classified Display

8

LIBER 109 PAGE 65

In the Matter of the Sale of the Mortgaged Real Estate of Charles W. Perry and Anna Louise Perry, his wife	:	No. 12,486 Equity In the Circuit Court for Anne Arundel County

: : : : : : : : : :

REPORT OF SALE

To the Honorable, the Judges of the said Court:

The report of Thomas Curley, Assignee of a purchase price mortgage from Charles W. Perry and Anna Louise Perry, his wife, dated September 13th, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 963, folio 549, and by short assignment thereof dated January 6th, 1958, and recorded among the Land Records aforesaid at the foot of the aforementioned mortgage, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said mortgage prescribed, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a daily newspaper, printed and published in the City of Annapolis, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door in the said City, on the 4th day of February, 1958, at 10 o'clock A.M. and then and there proceeded to sell said property in manner following, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, lying, being and situate in the City of Annapolis and more particularly described as follows:

FILED
1958 FEB -5 AM 11:27

9

All that tract of land situate on the northwest side of Tyler Street having a frontage of 100 feet thereon and an even depth of 312 feet. Being the same property conveyed unto Charles W. Perry and Louise Perry, his wife, by deed from Joseph T. Talley and Annie L. Talley, his wife, said deed being dated September 13th, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 963, folio 546.

And your said Assignee sold the above described property unto William Bloom and Ida Bloom, his wife, at and for the sum of Five Thousand Five Hundred Fifty ($5,550.00) Dollars, they being at that sum the highest bidders therefor, the terms of said sale being a deposit of Five Hundred ($500.00) Dollars, balance to be paid upon final ratification of sale.

Respectfully submitted,

Thomas Curley, Assignee

Thomas Curley, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 4th day of February, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Thomas Curley, Assignee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Duff

Notary Public

10

ORDER NISI

LIBER 109 PAGE 67

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

xxxxx

CHARLES W. PERRY and ANNA LOUISE PERRY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,486 Equity

Ordered, this 5 day of February, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Thomas Curley, Assignee xxxxxxx

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of March next.

The report states that the amount of sales xxxxxx was $ 5,550.00

FILED 1958 FEB 5 AM 11:27

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

xxxxx

CHARLES W. PERRY and ANNA LOUISE PERRY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of March, 1958, that the sale made and reported by the Assignee xxxxxx aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee xxxxxx be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1958 MAR 12 PM 12:12

11

LIBER 9 PAGE 232

LIBER 109 PAGE 68

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 12,486 Equity

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas Curley, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Fifty Dollars ($3,050.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 4th day of February, 1958.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Charles W. Perry and Louise Perry, his wife, the said Thomas Curley as Assignee, was authorized and empowered to make sale of the property described in the said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part. AND WHEREAS default occurred in the payment of the principal and interest aforesaid, and the said Thomas Curley, as Assignee of said Mortgage has executed said power and made sale of the property described in said proceedings.

AND WHEREAS the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Assignee shall faithfully perform and execute the trust reposed in him or to be reposed in him by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Kathleen L. Woelfel

Kathleen L. Woelfel, as to both

Thomas J. Curley (SEAL)

Thomas Curley, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By

John H. Hopkins, IV, Attorney-in-fact

SURETY

Bond Approved this 5th day of Feb. 1958.

George F. Cromwell, Clerk

FILED

1958 FEB -5 PM 2:05

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 69

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,486 Equity

In the Matter of the Sale of the Mortgaged Real Estate of CHARLES W. PERRY and ANNA LOUISE PERRY, his wife

Ordered, this 5th day of February, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Thomas Curley, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of March next.

The report states that the amount of sale was $5,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

F-28

FILED

No. E.C. 353

1958 MAR 10 AM 11:58

13

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 10, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,486

Charles W. Perry

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of March, 1958. The first insertion being made the 7th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 109 PAGE 70

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Charles W. Perry
and
Louise Perry, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,486 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account.

March 26, 1958

All of which is respectfully submitted.

Laura K. Eckhardt
Auditor.

FILED

1958 MAR 28 AM 8:45

14

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Charles W. Perry and Louise Perry, his wife

To Attorney for Commissions, viz:	197	59		
To Attorney for Fee, viz:	35	00	232	59
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Auditor - stating this account	18	00	59	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	35	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premiums	22	20		
George W. Scible - auctioneer's fee	30	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	3	30		
Mary M. Hoff - notary fees	1	00	109	80
To Attorney for Taxes, viz:				
1958 State and County taxes adjusted - 1 month 4 days	5	08	5	08
To Attorney for Benefit Charges, viz:				
Metered water 9/30/57 to 12/31/57	6	85		
Metered water from 12/31/57 to 2/4/58	2	33	9	18
To Thomas J. Curley, Assignee of the Mortgage filed in these proceedings - in full for mortgage claim	1,571	55	1,571	55
To Maryland Trust Company - in full for judgment claim in #10,100 Law (Order of 3/12/58), viz:				
Debt $223.41				
Interest from 3/28/57 to 2/4/58 11.43				
Court costs 24.00				
15% Attorney's fee 33.51	292	35	292	35
To Charles W. Perry and Louise Perry, his wife - this balance	3,324	37	3,324	37
			5,604	42

15

with Thomas J. Curley, Assignee Cr.

1958							
Feb.	4	Proceeds of Sale	5,550	00			
		Interest on deferred payment of $5,000. from 2/3/58 to 3/17/58	36	17	5,586	17
		Refund Annapolis City taxes - 4 months 26 days	18	25	18	25
					5,604	42

LIBER 109 PAGE 73

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate ~~of~~ of Charles W. Perry and Louise Perry, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,486 Equity.

FILED
1958 MAR 28 AM 8:46

ORDERED, This 28 day of March, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3 day of ~~April~~ May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of ~~April~~ May next.

George T. Bromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of May, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 MAY -5 PM 12:46

Benjamin Michaelson
Judge

17

12,477

Assignee's Sale

OF REAL ESTATE

No. 1176 Tyler Street, Annapolis, Md. Asbestos Shingle Bungalow containing 4 rooms, bath and back porch, automatic gas heat.

Under and by virtue of power of sale contained in purchase price mortgage of Charles W. Perry and Louise Perry, his wife, dated 13th day of September 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC 963 folio 549 and by short assignment thereof to Thomas Curley said assignment bearing date of the 6th day of January 1958, and recorded among the Land Records aforesaid at the foot of the first mentioned mortgage. The undersigned as assignee will offer for sale at public auction at the Court House Door in the City of Annapolis, Md. on

Tuesday, Feb. 4, 1958 at 10:00 A.M.

All that tract of land situate on the NW side of Tyler St. having a frontatge of 100 ft. thereon and an even depth of 312 ft. Being the same property conveyed to Charles W. Perry and Louise Perry, his wife, by deed from Joseph T. Talley and Annie L. Talley, his wife, said deed being dated September 13, 1955 and recorded among the Land Records of Anne Arundel County at Liber No. 963 Folio 546.

Improvements: Consist of a 4-room and bath, asbestos shingled bungalow.

TERMS OF SALE: A deposit of $500 will be required of purchaser on day of sale, balance to be paid upon final ratification of sale. Deferred payments to bear interest from day of sale and to be secured to the satisfaction of the said assignee, or all cash at the option of the purchaser.

For further particulars apply:
THOMAS CURLEY, Assignee
9 School St.
GEORGE SCIBLE, Auctioneer F-3

No. E.C. 15107

14

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1009 PAGE 74

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1958

We hereby certify, that the annexed

Assignee's Sale

Charles W. Perry

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of February, 1958. The first insertion being made the 30th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 20 Mar., 1958, at 10:15 a. m.

OFFIC. OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 75

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 25, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,486

Auditor Account

Charles W. Perry

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of May, 1958. The first insertion being made the 1st day of April, 1958.

FILED

1958 APR 25 PM 12:54

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.
No. 12,486 Equity

In the Matter of the Sale of the Mortgage Real Estate of CHARLES W. PERRY and LOUISE PERRY, his wife.

Ordered this 28th day of March, 1958, that the Report and Account of the Auditor, filed this day in the above entitled cause be ratified and confirmed, unless cause to the contrary be shown on or before the 3rd day of May, next: provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of May, next.

GEORGE T. CROMWELL,
Clerk.

True Copy, Test:
GEORGE T. CROMWELL,
Clerk.
A-15

No. E.C. 1492

19

IN THE MATTER OF THE SALE	:	NO. 12,435 EQUITY
OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF	:	ANNE ARUNDEL COUNTY
LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife	:	
	:	

LIBER 109 PAGE 76

MR. GEORGE T. CROMWELL, CLERK:

Please docket the above entitled case, and file the accompanying original Mortgage upon the property described therein and situated in Anne Arundel County, State of Maryland, from LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, for the sum of Ten Thousand and 00/100 ($10,000.00) Dollars, dated August 23, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1061, Folio 354, etc., and marked "ATTORNEY'S EXHIBIT NO. 1," together with the accompanying Affidavit regarding the Military Status of said defendants, and marked "ATTORNEY'S EXHIBIT NO. 2."

November 29th, 1957.

William F. Podlich
(William F. Podlich) Attorney Named in Mortgage

FILED

1957 NOV 30 AM 11:36

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

"ATTORNEY'S EXHIBIT NO. 1."

No. 12,435 Equity

LIBER 1061 PAGE 77

This Mortgage, made this 23rd day of ----August------- in the year one thousand nine hundred and ----------fifty-six---------- , between **LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife** ---------- of **Anne Arundel County** ---------- , in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said **LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife** ---------- the sum of **TEN THOUSAND and no/100 ($10,000.00)** ---------- dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of **five and one-half (5½%)** per cent per annum, in the manner following:

By the payment of **Sixty-Eight and 80/100 ($68.80)** ---------- dollars on or before the **twentieth** day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said **LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife** ---------- do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in **the Third Election District of Anne Arundel County** State of Maryland, and described as follows:

BEING LOT NUMBERED FORTY-SEVEN (47) in the Development of Pride Village, as shown on a Plat of Pride Village, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 4, Rod G-8, Plat No. 3, now Book No. 24, page No. 39, as surveyed by James D. Hicks, Registered Surveyor, in September, 1953.

BEING the same lot of ground which by deed dated of even date herewith and recorded or intended to be recorded among the Land Record of Anne Arundel County prior hereto was granted and conveyed by The Key Construction Corporation unto the Mortgagors herein.

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1957 NOV 30 AM 11:36

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Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining. **TO HAVE AND TO HOLD** the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever ~~during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of~~ ---------- **subject to the legal operation and effect of the restrictions now of record.**

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the twentieth day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the aforegoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

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LIBER 1061 PAGE 357 LIBER 109 PAGE 80

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

Test:

Elsie Curtis

ELSIE CURTIS

Laurence Norman Gayhardt (SEAL)
Laurence Norman Gayhardt

Thelma Marie Gayhardt (SEAL)
Thelma Marie Gayhardt

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of -----August ---------- in the year one thousand nine hundred and -----fifty-six ---------, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared ---------- **LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife** ------- , the mortgagor(s), named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, ----------John L. Fisher ---------- President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE

Elsie Curtis
Notary Public.

My commission expires on May 6, 1957 ELSIE CURTIS

Rec'd for record Sept. 13, 1956 at 2:55 P.M.

Mailed to Podlich & Podlich

(4)

MORTGAGE

FROM

LAURENCE NORMAN GAYHARDT and

THELMA MARIE GAYHARDT, his wife

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 19 at clock

Same day recorded in Liber No. folio of the Land Records of and examined per Clerk.

Cost of Record $ 9.75

RECEIVED FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1956 SEP 13 PM 2:55 & RECORDED IN LIBER GTO NO 1061 FOLIO 357 GEO. T. CROMWELL, CLERK

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property:

Lot 47 Plat of Pride Village, Arnold, Mc

Description approved

C/A.

Execution approved

LIBER 1109 PAGE 81

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS'

CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO

OF

OCTOBER 6, 1942

ATTORNEY'S EXHIBIT NO. 2

IN THE MATTER OF THE SALE	: NO.	12,435 EQUITY
OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF	:	ANNE ARUNDEL COUNTY
LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife	:	
	:	

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION a body corporate, which Corporation is the owner and holder of the Mortgage filed in the above proceeding, and he made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief:

1- Said defendants are not in the military service of the United States.

2- Said defendants are not in the military service of any nation allied with the United States.

3- Said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended.

4- Said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Dwight F. Brunk

(Dwight F. Brunk) Affiant

Subscribed and sworn to before me, this 27th day of November, 1957.

Elsie Curtis

Notary Public

ELSIE CURTIS

FILED

1957 NOV 30 AM 11:36

6

IN THE MATTER OF THE SALE	:	NO. 12,435 EQUITY
OF THE	:	IN THE
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT OF
LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife	:	ANNE ARUNDEL COUNTY DOCKET 17 - FOLIO 189
*********	*********	

LIBER 1093 PAGE 82

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, a body corporate, under the Mortgage filed in these proceedings, from the aforesaid LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife, dated August 23, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1061 Folio 354.

Original Loan	$10,000.00
Amount Repaid	229.32
Loan Balance	$ 9,770.68
Interest Due	255.00
	$10,025.68
Credit Expense Acct.	42.34
	$ 9,983.34

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____
(Dwight F. Brunk), Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 3rd day of January, 1958, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, Vice President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the Plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

_____
Notary Public

ELSIE CURTIS

FILED

1958 JAN -4 AM 9:53

7

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 109 PAGE 83

No. 12,435 Equity

LIBER 9 PAGE 207

In the Matter of the Sale of the Mortgaged Real Estate of Laurence Norman Gayhardt and Thelma Marie Gayhardt, his wife (Case No. 12,435, Equity-Docket 17 - Folio 189)

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,

Baltimore, Maryland

as Principal ,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand and 00/100 - - - - - - - - - - - - - - - - - - Dollars ($ 10,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of January , in the year of our Lord, nineteen hundred and fifty eight.

WHEREAS, the above bounden William F. Podlich

by virtue of the power contained in a mortgage from Laurence Norman Gayhardt & Thelma Marie Gayhardt, his wife to Aurora Federal Savings and Loan Association bearing date the 23rd day of August , 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1061 Folio 354 and

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

William F. Podlich

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Elsie Curtis

ELSIE CURTIS

William F. Podlich (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth

Robert J. Noeth

Attorney in fact.

Bond Approved this 4th day of January, 1958.

Judge T. Cromwell, Clerk

FILED

1958 JAN -4 AM 9:54

8

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife	:	NO. 12,435 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY DOCKET 17-FOLIO 189

LIBER 109 PAGE 84

****

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 7th day of January, 1958, the undersigned Auctioneer did sell the fee simple property known as Lot No. 47, in the Development of PRIDE VILLAGE (as shown on the Plat of Pride Village, in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE), unto Aurora Federal Savings and Loan Association, at and for the sum of Six Thousand ($6,000.00) Dollars, said purchaser being at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of said Sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said Sale was fairly made.

E. T. NEWELL & CO.

By _____
President
Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did on the 7th day of January, 1958, purchase the fee simple property described in the aforegoing "CERTIFICATE OF AUCTIONEER" from William F. Podlich, Attorney Named in Mortgage, at and for the sum of Six Thousand ($6,000.00) Dollars, of which the sum of Five Hundred ($500.00) Dollars was paid on account to said Attorney; and the undersigned hereby agrees to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said Sale.

AURORA FEDERAL SAVINGS AND LOAN CORPORATION

By _____
(Dwight F. Brunk), Vice President

FILED

1958 JAN 11 AM 11:53

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IN THE MATTER OF THE SALE	:	NO. 12,435 - EQUITY
OF THE	:	IN THE
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT FOR
LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife	:	ANNE ARUNDEL COUNTY DOCKET 17-FOLIO 189

LIBER 1109 PAGE 85

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TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of William F. Podlich, Attorney Named in the Mortgage filed in the above entitled proceedings, respectfully shows:

1 - That under and by virtue of the power contained in a Mortgage from LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated August 23, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1061 Folio 354, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney Named in said Mortgage, after having given due notice of the time, place, manner and terms of sale by Advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did, on Tuesday, January 7, 1958, at 2:30 o'clock P.M., at the said mortgaged premises, offer the fee simple property known as Lot No. 47 in the Development of PRIDE VILLAGE, as shown on the Plat of Pride Village and described in said Mortgage, for sale by Public Auction; and the said William F. Podlich, Attorney as aforesaid, then and there sold the fee simple interest in and to the said property unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, at and for the sum of Six Thousand and 00/100 ($6,000.00) Dollars, it being, at that figure, the highest bidder therefor, the said property so sold being more particularly described in a copy of the Advertisement of Sale which has been filed herein as a part of the Certificate of Publication thereof, executed by The Capital-Gazette Press, Inc., and which is prayed to be taken as a part of this Report.

2 - And the said Attorney further reports that he had received from the Purchasers, the deposit of Five Hundred ($500.00) Dollars required by the terms of said Sale, and has also obtained the written agreement of the Purchasers to comply with the other of said terms, same being as set out in said

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Advertisement annexed hereto.

3 - Said Attorney reports further that said property, so sold, was not owned by any individual whose Military Status could or might affect the right of said Attorney to make said Sale.

4 - Said Attorney files herewith a Certificate of the Auctioneer who conducted said Sale, and a Certificate of the Purchaser of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

William F. Podlich

(William F. Podlich)
Attorney Named In Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 10th day of January, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in the aforementioned Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the Sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis

Notary Public

LIBER 109 PAGE 86

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

xxxxx

LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,435 Equity

LIBER 109 PAGE 87

Ordered, this 11 day of January, 19 58, That the sale of the Property in these proceedings mentioned made and reported by William F. Podlich, Attorney named in Mortgage xxxxxx,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 day of February next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of February next.

The report states that the amount of sale was $ 6,000.00

FILED 1958 JAN. 11 AM 11:53

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

xxxxx

LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of February Finally, 1958 that the sale made and reported by the Attorney xxxxx aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney xxxxx be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1958 FEB 28
AM. 12:10

12

WILLIAM F. PODLICH, Solicitor
301 Meyerhoff Building
Baltimore 1, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

known as
Lot No. 47 on the Plat of
PRIDE VILLAGE
Situated in the Third Election District of Anne Arundel County, Maryland, at the intersection of the north side of Arnold Road with the west side of Roe Lane

The undersigned Attorney, under and by virtue of the power and authority contained in a Mortgage dated August 23, 1956, and recorded among the Mortgage Records of Anne Arundel County in Liber GTC No. 1061, Folio 354, from Laurence Norman Gayhardt and Thelma Marie Gayhardt, his wife, to Aurora Federal Savings and Loan Association, the said Mortgage being now in default, will sell at Public Auction on the premises on

Tuesday, Jan. 7, 1958
at 2:30 o'clock, P.M.

ALL that fee simple lot or parcel of ground situate in the Third Election District of Anne Arundel County and described as follows:

BEING Lot Numbered Forty-seven (47), in the Development of PRIDE VILLAGE, as shown on a Plat of PRIDE VILLAGE, which Plat is recorded among the Plat Records of Anne Arundel County in Cabinet 4, Rod G-8, Plat No. 3, now Book No. 24, Page No. 39 as surveyed by James D. Hicks, Registered Surveyor, in September, 1953.

SUBJECT to the legal operation and effect of the restrictions, covenants, conditions and agreements contained in a Deed from Cecil C. Knighton and wife to Victor F. Lannon and wife, dated March 31, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH No 822, Folio 149, etc.

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IMPROVED by a detached frame dwelling house, with carport.

TERMS OF SALE: CASH upon ratification of sale by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

ALL taxes, and other public dues and charges are to be adjusted to date of sale; and all annual benefit charges or assessments, imposed by any Municipality, Public Authority or Commission, for public improvements of any kind or character, made or to be made to or affecting or benefiting said property, whether assessment therefor has been actually levied or not, shall be paid by the Seller to the date of sale, or allowance made therefor to the Buyer to said date, and thereafter payment of all such annual benefit charges or assessments for such public improvements shall be assumed by the Buyer.

A CASH DEPOSIT of $500.00 on said property will be required of the purchaser on the day of sale; balance of purchase price to bear interest at 6% from day of sale.

WILLIAM F. PODLICH
Attorney Named in Mortgage
E. T. NEWELL & CO.
Auctioneers

J-2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1109 PAGE 88

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 13, 1958

We hereby certify, that the annexed

Attorney's Sale

No. 12,435 Equity

Laurence Norman and Gayhardt

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of January, 1958. The first insertion being made the 12th day of December, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JAN 13 PM 12:26

By M. Tilghman

LIBER 109 PAGE 89

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis. Md., February 13, 1958

We hereby certify, that the annexed

Order Nisi - Eq. 12435

Laurence Norman Gayhardt

was published in

Maryland Gazette

a newspaper published in the City of Annapolis. Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of February, 1958. The first insertion being made the 16th day of January, 1958.

THE CAPITAL-GAZETTE PRESS. INC.

By: Paris Tate

FILED

1958 FEB 14 PM 2:14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,435 Equity

In the Matter of the Sale of the Mortgaged Real Estate of LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife

Ordered, this 11th day of January, 1958, That the sale of the Property in these proceedings mentioned, made and reported by William F. Podlich, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of February next.

The report states that the amount of sale was $6,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

F-6

No. M. G. 15122

14

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~Mr.~~
Laurence Norman Gayhardt
and
Thelma Marie Gayhardt, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,435 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that ~~she~~ he has examined the proceedings in the above entitled cause, and from them ~~she~~ he has stated the within account.

March 14, 1958

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Filed 24 March 1958. at 12:30 P.M.

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Laurence Norman Gayhardt and Thelma Marie Gayhardt, his wife

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	211	46	246	46
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	22	50	60	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S. Fidelity & Guaranty Co. -bond premium	40	00		
E.T.Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	3	30		
Elsie Curtis - notary fees	1	50	144	62
To Attorney for Taxes, viz: 1958 State and County taxes adjusted - 7 days	2	57	2	57
To Aurora Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	5,615	99	5,615	99
			6,070	14
Amount of mortgage claim filed	9,983	34		
Cr. Amount allowed above	5,615	99		
Balance subject to decree in personam	4,367	35		

16

with

William F. Podlich, Attorney named in Mortgage

Cr.

1958				
Jan.	7	Proceeds of Sale	6,000 00	
		Interest on deferred payment of $5,500.00 to 3/1/58 - 1 month 23 days	48 59	6,048 59
		Refund second annual installment of premium on $10,000. Home Fire Insurance Co. policy - 7 months 16 days	21 55	21 55
				6,070 14

LIBER 109 PAGE 93

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of Laurence Norman Gayhardt and Thelma Marie Gayhardt, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,435 Equity.

ORDERED, This 26 day of March, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5 day of May next.

George J. Cromwell, Clerk.

Filed 26 Mar., 1958, at 12:30 P. M.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of May, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 MAY -6 PM 3:52

Benjamin Michaelson
Judge

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OFFICE C

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 94

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,435 Equity

In the Matter of the Sale of the Mortgaged Real Estate of LAURENCE NORMAN GAYHARDT and THELMA MARIE GAYHARDT, his wife

Ordered, this 26th day of March, 1958; That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of May next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 30, 1958

We hereby certify, that the annexed Order Nisi Eq. 12,435 Auditor account Laurence Norman Gayhardt

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of May, 1958. The first insertion being made the 3rd day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 1487 1958 MAY -1 PM 2:09

By H. Tilghman

19.

V. CHARLES RINAUDO Assignee 2 W. Preston Street	*	IN THE CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
PAUL CLIFTON BENDER and MARY WATSON BENDER, his wife 430 Rodgers Avenue	*	IN EQUITY No. 12,464 Equity

* * * * * * * * *

Mr. Clerk:

Please docket the above entitled case and file Petitioner's Exhibit, "NUMBER ONE".

V. Charles Rinaudo

V. Charles Rinaudo, Attorney

FILED

1957 DEC 24 AM 10:19

LIBER 109 PAGE 93

VA Form 4-6318 (Home Loan). Aug. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

LIBER 889 PAGE 232

MARYLAND

No. 12,464 Equity.

LIBER 109 PAGE 96

MORTGAGE

THIS MORTGAGE, made this 16th day of December, A. D. 19 54, by and between

Paul Clifton Bender and Mary Watson Bender, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and Loyola Federal Savings and Loan Association,

a corporation organized and existing under the laws of the United States hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ten thousand one hundred - Dollars ($10,100.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four & one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of Loyola Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-six dollars and fifteen cents - - - - - - - - Dollars ($56.15), commencing on the first day of January, 19 55, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 19 79. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

Being Lot No. 21, Block A as shown on the Plat of Airage Village which Plat is recorded among the Plat Records of Anne Arundel County in PlatCabinet 4, Rod G-7, Plat 13. Improvements known as No. 430 Rodgers Avenue

Being same lot of ground in Assignment dated even date herewith and recorded among the Land Records of Anne Arundel County prior hereto from The Home Sales Company-A to Paul Clifton Bender and wife.

December 19, 1957

For Value Received, Loyola Federal Savings and Loan Association hereby assigns the within mortgage unto V. Charles Rinaudo.

AS WITNESS the corporate seal of said body corporate and the signature of its Vice-President, James H. Jones.

WITNESS:

Lavinia M. Schmidt

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. Jones
James H. Jones, Vice-President

Petitioner's Exhibit No. 1.

FILED

1957 DEC 24 AM 10:19

* Delete italicized words if Mortgagee is not a building and loan association.

16—49690-6

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described housebold appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

36" Real Host Gas Range A 836
Youngstown dishwasher or equal

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of $96.00 payable in equal semi-annual instalments on the 4th days of June and December in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

16—42500-S

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for 30 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or James Clarke Murphy, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of $101.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

N.B. Where interest rate appears as 4%, said rate is now increased to 4½% except as to late charge. This modification was made prior to execution and acknowledgment of this instrument.

Witness:

Regina Graham
Regina Graham

[SEAL]
Paul Clifton Bender [SEAL]
Paul Clifton Bender

[SEAL]
Mary Watson Bender [SEAL]
Mary Watson Bender

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 16th day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Paul Clifton Bender and Mary Watson Bender, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Sam W. Borden, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Regina Graham
Regina Graham Notary Public.

Recorded: Dec. 21, 1954 at 9 A.M.

LIBER 109 PAGE 99

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 DEC 24 AM 11:26
& RECORDED IN LIBER GTC
NO. 889 FOLIO 236
GEO. T. CROMWELL, CLERK

STATE OF MARYLAND

Mortgage
Also index in chattels

FROM
PAUL CLIFTON BENDER AND WIFE

TO
LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 21 Dec. 1954 at 9 o'clock A.M.
Same day recorded in Liber GTC No. 889 Folio 236 &c., one of the Land Records of A.A. Co.
and examined per
JOHN H. HOPKINS, 3rd Clerk.
Cost of Record, $ 1.75
U. S. GOVERNMENT PRINTING OFFICE 16—49890-4
Chattels.

LIBER 109 PAGE 100

V. CHARLES RINAUDO, ASSIGNEE 2 W. Preston Street Plaintiff	*	IN THE CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
PAUL CLIFTON BENDER and MARY WATSON BENDER, his wife 430 Rodgers Avenue	*	IN EQUITY No. 12,464 Equity

* * * * * * * * *

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20th day of December, 1957, before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared James H. Jones, Vice-President of Loyola Federal Savings and Loan Association and made oath in due form of Law that he knows the defendant herein and that to the best of his information, knowledge and belief

(1) said defendant is not in the military service of the United States;

(2) said defendant is not in the military service of any nation allied with the United States;

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act;

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE CO.

James H. Jones
Affiant

Carolyn M. Schmidt
Carolyn M. Schmidt, Notary Public

FILED

1957 DEC 24 AM 10:19

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LIBER 109 PAGE 101

V. CHARLES RINAUDO, ASSIGNEE	*	IN THE
VS.	*	CIRCUIT COURT OF
PAUL CLIFTON BENDER and MARY WATSON BENDER, his wife 430 Rodgers Avenue	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY

* * * * * * * * *

No. 12,464 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from Paul Clifton Bender and Mary Watson Bender, his wife, to it dated the 16th day of December, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 889 Folio 232

Original Amount of Loan dated 12/16/54	$10,100.00	
Paid on account of principal	599.62	
Balance Due		$9,500.38
Property Expense Balance, Debit		187.00
		$9,687.38
Interest from July 1, 1957 to December 31, 1957		249.41
		$9,936.79

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20th day of December, in the year nineteen hundred anf fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the said City of Baltimore, personally appeared James H. Jones, Vice-President of Loyola Federal Savings and Loan Association and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Carolyn M. Schmidt

Carolyn M. Schmidt, Notary Public

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE

FILED

1957 DEC 24 AM 10:19

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SURETY DEPARTMENT

BOND NO. 3331516

LIBER 9 PAGE 19

No. 12,464 Equity

Hartford Accident and Indemnity Company

HARTFORD • CONNECTICUT

(A Stock Company)

LIBER 105 PAGE 102

MORTGAGEE'S OR ATTORNEY'S BOND

Know All Men By These Presents, That we, V. Charles Rinaudo, 2 West Preston Street, Baltimore, Maryland as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND AND NO/100 ($10,000.00) - - - - - - - - - - - - - - - - - Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 23rd day of December in the year nineteen hundred and Fifty-seven

Whereas, the above bounden V. Charles Rinaudo

by virtue of the power contained in a mortgage from Paul Clinton Bender and Mary Watson Bender, his wife to Loyola Federal Savings and Loan Association bearing date the 21st day of December nineteen hundred and fifty-four and recorded among the land records of Anne Arundel County ( ) in Liber JHH . No. 889 Folio 232 and

is about to sell the land and premises described in said mortgage, 430 Rodgers Avenue, Glen Burnie, Maryland default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Condition of this Obligation is such, that if the above bounden V. Charles Rinaudo

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered in presence of

Carolyn M. Schmidt

Bobbie McCarter

Bobbie McCarter

V. Charles Rinaudo [SEAL]

[SEAL]

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By E. M. Keyser, Attorney-in-fact [SEAL]

FILED

1957 DEC 24 AM 10:19

Approved this 24 Dec 1957

George T. Cromwell, Clerk

Form S-3450 Printed in U. S. A.

LIBER 109 PAGE 103

V. CHARLES RINAUDO
Assignee

vs.

PAUL CLIFTON BENDER and
MARY WATSON BENDER, his wife
430 Rodgers Avenue

IN THE

CIRCUIT COURT OF
ANNE ARUNDEL COUNTY

IN EQUITY
No 12,464 Equity

REPORT OF SALE

The report of V. Charles Rinaudo, Assignee of a mortgage made by Paul Clifton Bender and Mary Watson Bender, his wife to Loyola Federal Savings and Loan Association and duly assigned to V. Charles Rinaudo, Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 889 Folio 232, and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Monday, February 3, 1958 at 1 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situate in Anne Arundel County, State of Maryland, and described as follows:

Being Lot No. 21, Block A as shown on the Plat of Airage Village which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 13. Improvements known as No. 430 Rodgers Avenue.

FILED

1958 FEB 8-44 AM 11 11

9

Ground Rent $96.00 Per Annum
payable on the 4th days of June and December
~~in Fee Simple~~

AND your Assignee sold the above described property unto

Loyola Federal Savings and Loan Association

for the sum of $9,400.00, it being at that price the highest bidder therefore, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

/ Charles Rinaudo
~~Richard~~, Assignee
V. Charles Rinaudo

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 3rd day of February, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared V. Charles Rinaudo ~~Richard~~ the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE MD.

Carolyn M. Schmidt
Carolyn M. Schmidt, Notary Public

10

ORDER NISI

V. Charles Rinaudo,

Assignee

versus

Paul Clifton Bender and
Mary Watson Bender, his wife

IN THE LIBER 109 PAGE 105

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,464 Equity

Ordered, this 4 day of February, 1958, That the sale of the Property in these Proceedings mentioned, made and reported by V. Charles Rinaudo, Assignee, ~~XXXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10 day of March next.

The report states that the amount of sale ~~XXXXX~~ was $ 9,400.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 4 Feb., 1958; at 11:11 A. M.

V. Charles Rinaudo,

Assignee

versus

Paul Clifton Bender and
Mary Watson Bender, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of March, 1958 that the sale made and reported by the ~~XXXXX~~ Assignee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~XXXXX~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1958 MAR 12 PM 12:12

//

LIBER 109 PAGE 106

B

CONTRACT OF SALE

No. 12,464 Equity

Baltimore, February 3 19 58

I/We _____ have this day purchased at Public Auction for the price of $ 3400 — the property No. 430 Rodgers Avenue Fifth Election District of Anne Arundel County, Maryland ~~Ground Rent $36.~~

From V. Charles Rinaudo, Assignee

_____,

of which a deposit of _____ Dollars has been paid. Balance of purchase money to be paid upon ratification of sale by the Circuit Court of ~~Baltimore City~~ Anne Arundel Co., Maryland. All rents, taxes and expenses to be adjusted to date of sale.

The ~~Daily Record~~ Maryland Gazette Advertisement of January 9, 1958, is hereby incorporated herein.

Signed: _____ (Seal)
Purchaser

_____ (Seal)
Purchaser

WITNESS:
as to signatures and
receipt of deposit.

_____ (Seal)

_____ (Seal)

FILED
1958 FEB -8 AM 11:09

E. T. Newell & Co., Inc.
Auctioneers

282

12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 107

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,464 Equity

V. CHARLES RINAUDO, Assignee
versus
PAUL CLIFTON BENDER and MARY WATSON BENDER, his wife

Ordered, this 4th day of February, 1958. That the sale of the Property in these Proceedings mentioned, made and reported by V. Charles Rinaudo, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

The report states that the amount of sale was $9,400.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

F-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,464.

Paul Clifton Bender

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of March, 1958. The first insertion being made the 6th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 MAR -7 AM 10:31

By H. Tilghman

No. M. C. 347

13

In the Case of

V. Charles Rinaudo,
Assignee
vs.
Paul Clifton Bender
and
Mary Watson Bender, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,464 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

March 24, 1958

All of which is respectfully submitted.

Laura K. Dickling
Auditor.

Filed 26 Mar., 1958, at 12:30 P.M. 14

LIBER 109 PAGE 109

Dr. in ac.

V. Charles Rinaudo, Assignee vs. Paul Clifton Bender and Mary Watson Bender, his wife

To Assignee for Fee, in lieu of fee and Commissions, viz:	250	00	250	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	18	00	56	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	41	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	25	70		
Hartford Accident & Indemnity Co. - bond premium	40	00		
E. T. Newell & Co., Inc.-auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
Registered mail		63		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	5	22		
Carolyn M. Schmidt - notary fees	2	00	160	02
To Loyola Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,933	98	8,933	98
			9,400	00
Amount of mortgage claim filed	9,936	79		
Interest on $9,687.38 from 12/31/57 to 2/3/58 - 34 days @ 4½%	41	17		
	9,977	96		
Cr. Amount allowed above	8,933	98		
Balance subject to decree in personam	1,043	98		

15

with V. Charles Rinaudo, Assignee Cr.

1958				
Feb.	3	Proceeds of Sale	9,400 00	9,400 00
				9,400 00

LIBER 109 PAGE 111

ORDER NISI

V. Charles Rinaudo,
Assignee
VERSUS
Paul Clifton Bender
and
Mary Watson Bender, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,464 Equity.

ORDERED, This 26 day of March, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5 day of May next.

Filed 26 Mar, 1958, at 12:30 P.M. George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of May, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 MAY -6 PM 3:52

Benjamin Mulvaney
Judge

17

12,

OFFICE OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 112

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1958

We hereby certify, that the annexed

Attorney's Sale

No 12,464 Equity

Paul Clifton Bender

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of February, 1958. The first insertion being made the 9th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 20 Mar., 1958, at 10:15 a.m.

V. CHARLES RINAUDO
Solicitor
2 W. Preston Street
Baltimore 1, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

situate in the Fifth Election District of Anne Arundel County, Maryland

By virtue of the power and authority contained in a mortgage from Paul Clifton Bender and Mary Watson Bender, his wife, dated the 16th day of December, 1957 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 889 Folio 232, the undersigned assignee of said mortgage (default having occurred thereunder), will sell at public auction on the premises, on

Monday, Feb. 3, 1958 at 1 o'clock P.M.

the following property:

Being Lot No. 21, Block A as shown on the Plat of Airage Village which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 13, Improvements known as No. 430 Rodgers Avenue.

Subject to the payment of an annual ground rent of $96.00 payable in equal semi-annual installments on the 4th days of June and December in each and every year.

The property is improved by a two-story masonry dwelling with full basement, containing six rooms and one bath, asphalt shingle roof, forced hot-air gas-fired heating system.

TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale, taxes, insurance and expenses to be adjusted to the date of sale.

18

For further particulars, apply to

V. CHARLES RINAUDO
Assignee
2 W. Preston Street
Baltimore, Maryland

E. T. NEWELL
Auctioneer

J-30

OFF E OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 113

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,464 Equity

V. CHARLES RINAUDO, Assignee

versus

PAUL CLIFTON BENDER and MARY WATSON BENDER, his wife

Ordered, this 26th day of March, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th day of May next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of May next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 30, 1958

We hereby certify, that the annexed Order Nisi Auditor Account No. 12,464 Equity Paul Clifton Bender was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of May, 1958. The first insertion being made the 3rd day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 1484 1958 MAY -1 PM 2:09

By H. Tilghman

LIBER 109 PAGE 114

Arundel Federal Savings and Loan	*	
Association of Baltimore City	*	IN THE CIRCUIT COURT
vs.	*	FOR
Robert G. Pailer and Mary	*	ANNE ARUNDEL COUNTY
M. Pailer, his wife	*	EQUITY NO. 12,457

* * * * * * * * * * * *

PETITION TO FORECLOSE LAND INSTALLMENT CONTRACT

The Petition of Arundel Federal Savings and Loan Association of Baltimore City by Mezger and Mezger, their solicitors, respectfully represents:

FIRST: That on the 18th day of September, 1956, your Petitioner entered into an agreement with the Defendant for the sale of certain fee simple, property situate in the County of Anne Arundel and known and designated as Lot Forty-Seven (47), on the Plat of Riviera Isle located on Fort Smallwood Road, at and for the sum of $10,300.00 of which $250.00 was paid by the Defendants at the time of the signing of the contract and the balance together with interest, taxes, insurance, etc., to be paid in monthly installments of Seventy-Six ($76.00) Dollars; Whereas, said Defendants assented to the passage of a decree for the sale of said property in the event of a default, all of which will appear from said contract marked "Petitioner's Exhibit No. 1", filed herewith as a part of this petition.

SECOND: That the Defendants having defaulted in the payments to be made under said contract, your Petitioner, in accordance with the provisions of Article 21, Section 121, of the Public General Laws of Maryland, gave notice by registered mail by letter dated November 6, 1957, of default under said contract, of the amount of the said default and that the contract would be terminated on and after December 7, 1957, unless the Defendant made good such default, all of which will appear in the copy of said letter filed herewith as "Petitioner's Exhibit No. 2" as a part of this Petition.

THIRD: That your Petitioner, through M. Richmond Farring, its Executive Vice-President, certifies that the notice of default as set forth in Article 21, Section 121, aforesaid, has been complied with.

WHEREFORE YOUR PETITIONER PRAYS that a Decree may be passed for

FILED

1957 DEC 18 AM 9:59

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

the sale of said property in accordance with the terms of said contract.

MEZGER AND MEZGER

By: H. Allen Mezger

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: M. Richmond Farring
M. Richmond Farring, Exec. Vice-President

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 16th day of December, one thousand nine hundred and fifty-seven, before me, the subscriber, a Notary Public in and for the State of Maryland, and in and for the County aforesaid, personally appeared M. Richmond Farring, Executive Vice-President of the Arundel Federal Savings and Loan Association of Baltimore City, who made oath in due form of law that the matters and facts set forth in the aforegoing petition are true and correct and that the notice of default referred to in said Petition was duly given to the Defendants, in compliance with Article 21, Section 121, of the Public General Laws of Maryland.

AS WITNESS my hand and Notarial Seal.

E. Jane Rusinek
E. Jane Rusinek, Notary Public

My Commission Expires May 4th, 1959.

No. 12,457 Equity

LIBER 109 PAGE 116

Standard Land Installment Contract

Approved by Real Estate Board of Baltimore

This Agreement of Sale, made this 18th day of September 1956, between Arundel Federal Savings and Loan Association of Baltimore City, who resides at Patapsco Ave. & Fourth St., and whose post-office address is Brooklyn, Baltimore 25, Maryland, Seller, and Robert G. Pailer and Mary M. Pailer, his wife, who resides at .... and whose post-office address is ...., Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in the Third Election District of Anne Arundel County, Maryland, being known and designated as Lot 47, on the Plat of Riviera Isle located on Fort Smallwood Road, in fee simple, as it is in its present condition without any further improvements or repairs.

at and for the cash price of .... $ 10,300.00

Fees and other charges, if any .... $ 50.00

Insurance, covering loss by fire, extended coverage, in the amount of $ 10,000.00, payable to Seller and/or Buyer as their interests may appear

Policy expires one year from date

Total Purchase Price .... $ 10,350.00 M. P. R. P.

Paid on account by Buyer .... $ 250.00 M. P.

Principal balance owed by Buyer .... $ 10,100.00 R. P.

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at

(Place of payment) Arundel Federal Savings and Loan Association of Baltimore City, Patapsco Avenue and Fourth Street, Brooklyn, Baltimore 25, Maryland

in consecutive (monthly) (weekly) installments of $ 76.00 each, which shall severally become due and payable on the eighteenth day of each and every (month) (week) beginning with the first installment due on the eighteenth day of October, 1956. Buyer agrees to pay an additional $100.00 on this contract on or before November 30, 1956 above the monthly payments.

Interest at 6 % per annum on present unpaid ~~balance of purchase price~~ .... $ 50.00

Annual Ground Rent (if any) none .... $ x

Present Annual Taxes 1956 .... $ 1.50

Estimated Annual Water Rent none .... $ x

Insurance Premiums monthly .... $ 3.67 M. P. R. P.

Other Public Charges, as follows: none assessed .... $ x

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract:

FILED

1957 DEC 18 AM 9:59

"PETITIONER'S EXHIBIT NO. 1"

3

It is understood and agreed that, at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of 6 per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.

8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

THE SELLER has/has not received notice from a public agency requiring repairs or improvements to be made to the property herein described.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of September 18, 1956, at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written. the seller by its corporate name and seal and signed by its President.

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Kusinek — Witness
John P. Helmer (SEAL) — By John P. Helmer, Seller's Signature

..... (SEAL)
Witness — Seller's Signature

Date signed by Seller September 18, 1956

E. Jane Kusinek — Witness
Robert G. Pailer (SEAL) — Robert G. Pailer, Buyer's Signature

E. Jane Kusinek — Witness
Mary M. Pailer (SEAL) — Mary M. Pailer, Buyer's Signature

Date signed by Buyer September 18, 1956

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

18th day of September 1956.

E. Jane Kusinek — WITNESS
Robert G. Pailer — Robert G. Pailer, Buyer

E. Jane Kusinek — WITNESS
Mary M. Pailer — Mary M. Pailer, Buyer

4

STATE OF MARYLAND, City OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 18th day of September, in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared John P. Helmer, President of the within named Corporation, known to me, to be the person whose name is subscribed to the within contract, and he acknowledged the foregoing Contract to be the corporate act of said body corporate.

AS WITNESS my hand and Notarial Seal.

E. Jane Lamisch
Notary Public

My Commission Expires May 6th, 1957.

STATE OF MARYLAND, City OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 18th day of September in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared Robert G. Pailer and Mary M. Pailer, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Contract, and they acknowledged the foregoing Contract to be their act and contract.

AS WITNESS my hand and Notarial Seal.

E. Jane Lamisch
Notary Public

My Commission Expires May 6th, 1957.

No. 12,457 Equity

November 6, 1957

Mr. and Mrs. Robert Pailer
Route #8
Riviera Isle, Pasadena PO, Maryland

Dear Mr. and Mrs. Pailer:

Pursuant to Article 21, Section 121 of the Annotated Code of Maryland, we wish to advise you that under your Standard Land Installment Contract with us, dated September 18, 1956, involving the sale of property in the Third Election District of Anne Arundel County, and known as lot No. 47, Riviera Isle, you are five months and a fraction in default in your $78.00 monthly payments, plus $100.00 which was to be paid on or before November 30th, 1956 above the regular monthly payments, or a total of $514.00. Unless you comply with the terms of said contract and pay this arrearage before December 7th, 1957, this contract will terminate, and the Arundel Federal Savings and Loan Association will exercise its right under the terms of the contract.

Very truly yours,

M. Richmond Farring
Executive Vice President

MRF/ib

FILED

1957 DEC 18 AM 9:59

"PETITIONER'S EXHIBIT NO. 2"

6

LIBER 109 PAGE 120

Arundel Federal Savings and Loan	*	
Association of Baltimore City	*	IN THE CIRCUIT COURT
		FOR
VS.	*	
		ANNE ARUNDEL COUNTY
Robert G. Pailer and Mary	*	
		Equity No. 12,457
M. Pailer, his wife	*	

* * * * * * * * * * *

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT, IS, THEREUPON, This 20th day of December, in the year nineteen hundred and fifty- , by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the property in the proceedings mentioned be sold, at or after any one of the periods limited in the contract filed for the forfeiture of said contract; that H. Allen Mezger be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten Thousand Five Hundred ($10,500.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the County of Anne Arundel, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and vendee and those claiming

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the contract claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew P. Byrnes
Judge

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1957 DEC 21 AM 10:08

Milita Affidavit under Soldiers' and S: rs' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

LIBER 109 PAGE 122

Arundel Federal Savings and Loan Association of Baltimore City

vs.

Robert G. Pailer and Mary M. Pailer, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

Equity No. 12,457

~~Docket~~ ..... ~~Folio~~ .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City - - - - - - - - - - -

and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

(2) said defendant is not in the military service of any nation allied with the United States,

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer

John P. Helmer, *Affiant.*
President

FILED 1958 JAN 8 PM 12:14

Subscribed and sworn to before me this ..... day of January 1958

E. Jane Rusinek

E. Jane Rusinek *Notary Public*

My Commission Expires May 4th, 1959.

9

STATEMENT OF MORTGAG: :LAIM

LIBER 109 PAGE 123

Arundel Federal Savings and Loan Association of Baltimore City	IN THE
vs.	**CIRCUIT COURT**
Robert G. Pailer and Mary M. Pailer, his wife	— OF —
	~~XXXXXXXXXXXX~~ ANNE ARUNDEL COUNTY
	Equity No. 12,457

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 10,300.00
Plus unpaid balance total account of Principal $115.15		
Less - Credit Expense Account	x	115.15 Plus
Net Balance		$ 10,415.15
Plus accumulated interest to January 31st, 1958 (with interest thereafter at rate of 6% per annum)		104.41
Total amount of Mortgage Indebtedness		$ 10,519.56

ARUNDEL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY

By: *Henry C. Bourke Jr.*
Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, ~~XXXXXXXXXXXXXXX~~ COUNTY OF ANNE ARUNDEL Sct.

I HEREBY CERTIFY, That on this .... day of January in the year nineteen hundred and fifty-eight before me, a Notary Public of the State of Maryland, in and for said ~~XXXX XXXXXX~~ County of Anne Arundel personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City - the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

My Commission Expires 5/4/59.

E. Jane Rusinek
E.Jane Rusinek *Notary Public.*

FILED 1958 JAN -8 PM 12:14

10

Trustee's Bond

KNOW ALL MEN BY THESE PRESENTS:

LIBER 109 PAGE 124

No. 12,457 Equity

LIBER 9 PAGE 210

THAT WE H. Allen Mezger

200 W. Saratoga Street, Baltimore 1, Maryland as principal,

and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten thousand five hundred and 00/100 ($10,500.00) - - - - - - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 6th day of January in the year of our Lord one thousand nine hundred and fifty-eight.

WHEREAS, the above bounden H. Allen Mezger by virtue of a decree of the Honorable Judge of the Circuit Court ~~of Baltimore City~~ for Anne Arundel County has been appointed trustee to sell certain property

mentioned in the proceedings in the case of Arundel Federal Savings & Loan Association of Baltimore City

vs.

Robert G. Pailler and Mary M. Pailler, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN H. Allen Mezger do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Elaine E. Seeger

Carol Swann

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY [SEAL]

By Edward Annen *Attorney-in-Fact* [SEAL]

Edward Annen

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint Vandervoort Rand, Ralph C. Holliday, [redacted] Joseph F. Howell or Roberta H. Taylor its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 19 50

MARYLAND CASUALTY COMPANY

By: E. Kemp Cathcart
Vice President

ATTEST:

D. W. Vauthier
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

FILED, 19

1958 JAN -8 PM 12:15

MARYLAND CASUALTY COMPANY

Bond Approved this 8th day of January, 1958
George E. Crommill, Clerk

D. W. Vauthier *Assistant Secretary*

11

LIBER 109 PAGE 125

Arundel Federal Savings and Loan Association of Baltimore City	*	IN THE CIRCUIT COURT
vs.	*	FOR
Robert G. Pailer and Mary M. Pailer, his wife	*	ANNE ARUNDEL COUNTY Equity No. 12,457

* * * * * * * * * * * * *

CERTIFICATION

We hereby certify, that on this 31st day of January , 1958, we sold at public auction for the highest price obtainable to Arundel Federal Savings and Loan Association of Balto. City the property described as follows:

> ALL THAT LOT OF GROUND AND IMPROVEMENTS, situate and lying in the Third Election District, Anne Arundel County, Maryland, being known and designated as Lot Forty-Seven (47), on the Plat No. 1 of Riviera Isle, located on Fort Smallwood Road, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 10.

at and for the price of Seven Thousand ($7,000.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its President.

E. T. NEWELL & CO., INC., AUCTIONEERS

By _____
John M. Miller, Jr., President

I/We hereby certify that I/we purchased the above described property at and for the price of Seven Thousand ($7,000.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by Henry C. Bourke, Jr., its Treasurer.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By _____
Henry C. Bourke, Jr., Treasurer

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1958 FEB -4 AM 11:16

12

REPORT OF SALE

Arundel Federal Savings and Loan Association of Baltimore City

vs.

Robert G. Pailer and Mary M. Pailer, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 12,457

LIBER 109 PAGE 120

To The Honorable Judge of the Circuit Court of ~~Baltimore City~~ ANNE ARUNDEL COUNTY:

The Report of Sale of H. Allen Mezger, Trustee

~~Trustee~~ appointed by the decree in the above entitled cause, to make sale of fee simple property situate and known as Lot 47, Plat No. 1, Riviera Isle, Fort Smallwood Road, Third Election District, Anne Arundel County, Maryland

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette

.....

.....

~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee, H. Allen Mezger, did pursuant to said notice on Friday the 31st day of January 1958, at 2:30 o'clock P.M, attend on the premises and then and there sold at public auction the fee simple property hereinbefore referred to, to the Arundel Federal Savings and Loan Association of Baltimore City at and for the sum of Seven Thousand ($7,000.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale, all expenses to be adjusted to date of sale.

H. Allen Mezger, trustee

State of Maryland, ~~City~~ COUNTY of Baltimore, Sct:

I HEREBY CERTIFY, That on this 3rd day of February 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared H. Allen Mezger, Trustee - - - - - - - -

~~Trustee~~, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED
1958 FEB -4 AM 11:16

As witness my hand and Notarial Seal,

Elaine E. Seeger
Notary Public.

My Commission Expires May 4, 1959.

13

ORDER NISI

LIBER 109 PAGE 127

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

ROBERT G. PAILER AND MARY M. PAILER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,457 Equity

Ordered, this 4 day of February, 1958, That the sale of the Property in these proceedings mentioned, made and reported by H. Allen Mezger, Trustee.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10 day of March next.

The report states that the amount of sale was 7,000.00

FILED 1958 FEB 4 AM 11:16

George T. Bromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

ROBERT G. PAILER AND MARY M. PAILER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of March, 19 58, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED

1958 MAR 12 PM 12:12

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 128

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,457

Robert G. Pailer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of March, 1958. The first insertion being made the 6th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 MAR -7 AM 10:31

By H. Tilghman

Order Nisi.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 12.457 Equity

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

vs.

ROBERT G. PAILER and MARY M. PAILER, his wife

Ordered, this 4th day of February, 1958, That the sale of the Property in these proceedings mentioned, made and reported by H. Allen Mezger, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of March next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

The report states that the amount of sale was $7,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

F-27

No. M. G. 376

1¢

LIBER 109 PAGE 123

In the Case of

Arundel Federal Savings and Loan Association of Baltimore City

VS.

Robert G. Pailer

and

Mary M. Pailer, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,457 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

March 24, 1958

All of which is respectfully submitted.

Laura K. Sicklinger
Auditor.

FILED

1958 MAR 28 PM 12:28

16

Dr.

Arundel Federal Savings and Loan Association of Baltimore City in ac.
Robert G. Pailer and Mary M. Pailer, his wife Vs.

ToTrustee for Commissions, viz:	240	00	240	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	25		
Auditor - stating this account	13	50	52	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	35	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	12	50		
Maryland Casualty Co. - bond premium	42	00		
E.T. Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Elaine E. Seeger - notary fees	1	00		
E. Jane Rusinek - notary fees	1	00	138	20
To Trustee for Taxes, viz: 1958 State and County taxes ($58.37) - 1 month	4	86	4	86
To Arundel Federal Savings & Loan Ass'n of Baltimore City, vendor - this balance on account vendor's claim	6,564	19	6,564	19
			7,000	00
Amount of Vendor's claim filed	10,519	56		
Cr. Amount allowed above	6,564	19		
Balance due on contract of sale	3,955	37		

with

H. Allen Mezger, Trustee

Cr.

1958				
Jan.	31	Proceeds of Sale	7,000 00	7,000 00
				7,000 00

LIBER 109 PAGE 132

ORDER NISI

Arundel Federal Savings & Loan Ass'n of Baltimore City

VERSUS

Robert G. Pailer

and

Mary M. Pailer, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,457 Equity.

1958 MAR 28 PM 12:28 FILED

ORDERED, This 28 day of March, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5 day of May next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6 day of May, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 MAY -6 PM 3:52

MEZGER and MEZGER
Attorr
200 West Sai a Street
Baltimore 1 ,,aryland

Trustee's Sale Of VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

CONSISTING OF A BRICK AND FRAME (MAJOR PORTION FRAME APPROVED ROOF DWELLING), KNOWN AS LOT NO. 47, PLAT OF RIVIERA ISLE LOCATED ON FORT SMALLWOOD ROAD THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a Decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at public auction on the premises on

Fri., Jan. 31st, 1958 at 2:30 P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS, situate and lying in the Third Election District of Anne Arundel County, Maryland, being known and designated as Lot Forty-Seven (47) on the Plat No. 1 of Riviera Isle, located on Fort Smallwood Road, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28, folio 10.

TERMS OF SALE: Cash upon ratification of sale. Expenses to be adjusted to date of sale. A deposit of One Thousand ($1,000.00) Dollars will be required of the purchaser at time of sale; balance to bear interest at the rate of 6% per annum.

H. ALLEN MEZGER,
Trustee
E. T. Newell and Co. Inc.,
Auctioneers

J-30

No. M.G. 14986

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 133

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1958

We hereby certify, that the annexed Trustee's Sale Lot no 47 Plat of Riviera Isle "Robert G. Pailer"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of January, 1958. The first insertion being made the 9th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 20 Mar, 1958, at 10:15 a.m.

OFF : OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 134

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,457 Equity

Arundel Federal Savings & Loan Association of Baltimore City
versus
Robert G. Pailer and
Mary M. Pailer, his wife

Ordered, this 28th day of March, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of May next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
A-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 30 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,457

Auditor account

Robert G. Pailer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of May, 1958. The first insertion being made the 3rd day of April 1958.

THE CAPITAL-GAZETTE PRESS. INC.

By H. Tilghman

FILED

No. M. G. 1498 1958 MAY -1 PM 2:09

In the matter of the mortgaged : No. 12,478 Equity
real estate of Allen L. Saunders : In the Circuit Court for
and Justine V. Saunders, his wife : Anne Arundel County

Mr. Clerk:

Please docket the above proceedings and file the original mortgage herewith.

William W. Townshend, Jr.,
Attorney named in mortgage

FILED
1958 JAN -6 PM 12: 04

LIBER 109 PAGE 135

LIBER 934 PAGE 412

No. 12,478 Equity

LIBER 109 PAGE 150

PURCHASE MONEY

This Mortgage,

made this 21ST day of May in the year one thousand nine hundred and fifty-five, between ALLEN L. SAUNDERS and JUSTINE V. SAUNDERS, his wife, of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

NINE THOUSAND TWO HUNDRED DOLLARS - ($9,200.00

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of SIXTY SIX DOLLARS - - - - - - - - - - - - - - - - - - ($66.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 20th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

The due execution of this mortgage was a condition precedent to the granting of said advance.

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Third Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a pipe in the northwesterly line of Alvin Road (30 ft. wide, said pipe being also the southernmost corner of Lot #56, as shown on the Plat of Section #2 Barbara Heights filed among the Land Records of Anne Arundel County; thence from said beginning pipe running along the southwesterly line of said Lot #56 North 40° 57' 30" West, 209 ft. to a pipe; thence along a portion of the northwesterly line of said Lot #56, North 49° 04' East, 109.60 ft. to a pipe; thence running for a division line through said Lot #56, South 40° 57' 30" East, 209 ft. to a pipe in the northwesterly line of said Alvin Road; thence along the northwesterly line of said Road South 49° 04' West, 109.60 ft. to the place of beginning. Containing 0.526 of an acre more or less, and being the southwesterly one-half of Lot #56 as shown on the Plat of Section 2, Barbara Heights filed among the Plat Records of Anne Arundel County in Plat Book 23, Folio 21.

BEING the same property conveyed to the within-named Mortgagors by Alfred P. Hoenig, Jr., single, by deed dated of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1958 JAN -6 PM 12:04

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the p ments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for themselves, their heirs, personal representatives or assigns, covenant with t said Mortgagee, its successors or assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good orde and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of the mortgage in any action to forclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and ac count therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other tha the Mortgagor(s), by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly instal ment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

Witness the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Norwood A. Wieneke
Norwood A. Wieneke

Allen L. Saunders (SEAL)
Allen L. Saunders

Justine V. Saunders (SEAL)
Justine V. Saunders

(SEAL)

5

LIBER 109 PAGE 135 LIBER 934 PAGE 415

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 21 ST day of May in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Allen L. Saunders and Justine V. Saunders, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke
NOTARY PUBLIC
Norwood A. Wieneke

My Commission expires 5/6/57

Recorded-9th-June-1955-at-2:20-P.M.

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

PURCHASE MONEY
MORTGAGE
FROM
ALLEN L. SAUNDERS AND
JUSTINE V. SAUNDERS, HIS WIFE
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 9 June 1955 at 2:20 o'clock P. M.
Same day recorded in Liber 934 No. 234 folio 415 &c. one of the Land Records of Anne Arundel County and examined per
JOHN H. HOPKINS, 3rd Clerk.
Cost of Record $

Robert H. Camp ell ---------- Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Bldg., South Street
Annapolis, Maryland

No. 12478 Equity

LIBER 109 PAGE 140

A T T O R N E Y ' S S A L E

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Allen L. Saunders and Justine V. Saunders, his wife, dated May 21, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 934, Folio 412, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

FRIDAY, JANUARY 31, 1958

at 10 o'clock A.M.

All that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, described as follows:

Beginning for the same at a pipe in the northwesterly line of Alvin Road (30 ft. wide), said pipe being also the southernmost corner of Lot #56, as shown on the Plat of Section 2, Barbara Heights filed among the Land Records of Anne Arundel County; thence from said beginning pipe running along the southwesterly line of said Lot #56, North 40° 57' 30" West, 209 ft. to a pipe; thence along a portion of the northwesterly line of said Lot #56, North 49° 04' East, 109.60 ft. to a pipe; thence running for a division line through said Lot #56, South 40° 57' 30" East, 209. ft. to a pipe in the northwesterly line of said Alvin Road; thence along the northwesterly line of said Road, South 49° 04' West, 109.60 ft. to the place of beginning. Containing 0.526 of an acre, more or less, and being the southwesterly one-half of Lot #56 as shown on the Plat of Section 2, Barbara Heights filed among the Plat Records of Anne Arundel County in Plat Book 23, Folio 21.

Being the same property conveyed unto Allen L. Saunders and Justine V. Saunders, his wife, by Alfred P. Hoenig, Jr., single, by deed dated May 21, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 934, Folio 409.

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

Wm. W. Townshend, Jr., Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

Maryland Gazette Press
January 9, 16, 23 and 30

FILED
1958 JAN -6 PM 12:04

6

LIBER 109 PAGE 141

In the matter of the mortgaged : No. 12,478 Equity
real estate of Allen L. Saunders : In the Circuit Court for
and Justine V. Saunders, his wife : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Allen L. Saunders and Justine V. Saunders, his wife, dated May 21, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 934, Folio 412 ----------		$9,200.00
Total amount paid on principal	$325.52	
Credit expense account	25.91	351.43
		$8,848.57
Interest 10/1/57 to 1/31/58		177.48
Amount of mortgage indebtedness ----------		$9,026.05

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 24th day of January, 1958, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and acknowledged the aforegoing statement of mortgage claim to be true and just as therein set forth.

WITNESS my hand and Notarial seal.

Alice Gary
Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO.

FILED
1958 JAN 23 AM 10: 32

7

In the matter of the mortgaged : No. 12,478 Equity
real estate of Allen L. Saunders : In the Circuit Court for
and Justine V. Saunders, his wife : Anne Arundel County

LIBER 109 PAGE 142

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that he knows the defendants herein and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States,

(2) said defendants are not in the military service of any nation allied with the United States,

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

William W. Townshend, Jr.,
Attorney named in mortgage

Subscribed and sworn to before me,
this 24th day of January, 1958.

Alice Gary, Notary Public

My commission expires 5/4/59

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED
1958 JAN 23 AM 10:32

8

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY
A STOCK COMPANY

60 JOHN STREET
NEW YORK

LIBER 9 PAGE 216

LIBER 109 PAGE 143

No 12,478
Equity

_ BOND NO. 241914 _

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of NINETY-TWO HUNDRED AND 00/100 ($9200.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of January, 1958.

WHEREAS: by virtue of a power of sale contained in a mortgage from Allen L. Saunders and Justine V. Saunders, his wife to United Federal Savings and Loan Association, bearing date May 21-1955, the said William W. Townshend Jr., as Attorney-in-Mortgage is authorized and empowered to make sale of the property described in said mortgage, or of the interest thereon in whole or in part.

AND WHEREAS: default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend Jr. as Attorney-in-Mortgage in said mortgage is about to execute said power and make sale of the property described in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William W. Townshend Jr. does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness as to Principal:
William C. Kraus

William W. Townshend (SEAL)

Witness as to Surety:
M. S. Kraus

NEW AMSTERDAM CASUALTY COMPANY
By R. H. Nichols
Attorney-in-Fact

Bond approved and filed
this 23rd day of January 1958

George T. Cromwell, Clerk

FILED
1958 JAN 23 AM 10:32

9

10

ROBERT H. CAMPBELL - - - - 1958 FEB 7 AM 10:01 - - - - - - - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Bldg., South Street
Annapolis, Maryland

No. 12,478 Equity

LIBER 109 PAGE 144

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Allen L. Saunders and Justine V. Saunders, his wife, dated May 21, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 934, Folio 412, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

FRIDAY, JANUARY 31st, 1958

at 10 o'clock A.M.

All that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, described as follows:

Beginning for the same at a pipe in the northwesterly line of Alvin Road (30 ft. wide), said pipe being also the southernmost corner of Lot No. 56, as shown on the Plat of Section 2, Barbara Heights filed among the Land Records of Anne Arundel County; thence from said beginning pipe running along the southwesterly line of said Lot No. 56, North 40° 57′ 30″ West, 209 ft. to a pipe; thence along a portion of the northwesterly line of said Lot No. 56, North 49° 04′ East, 109.60 ft. to a pipe; thence running for a division line through said Lot. No. 56 South 40° 57′ 30″ East, 209 ft. to a pipe in the northwesterly line of said Alvin Road; thence along the northwesterly line of said Road. South 49° 04′ West, 109.60 ft. to the place of beginning. Containing 0.526 of an acre, more or less, and being the southwesterly one-half of Lot No. 56 as shown on the Plat of Section 2, Barbara Heights filed among the Plat Records of Anne Arundel County in Plat Book 23, Folio 21.

Being the same property conveyed unto Allen L. Saunders and Justine V. Saunders, his wife, by Alfred P. Hoenig, Jr., single, by deed dated May 21, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 934, Folio 409.

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

Wm. W. Townshend, Jr., Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland

No. 12,478 Equity

Friday
January 31, 1958
Annapolis, Md.

LIBER 109 PAGE 145

I hereby certify that I have this 31st day of January, 1958, sold the property of William W. Townshend, Jr., Attorney, containing 0.526 of an acre, more or less, being the southwesterly one-half of Lot 56, Section 2, Barbara Heights, Third Election District of Anne Arundel County, Maryland unto

United Federal Savings and Loan Association

at and for the sum of Seventy-nine Hundred Dollars ---($7,900.00)

being then and there the highest bidder(s) therefor.

Robert H. Campbell

Friday
January 31, 1958
Annapolis, Md.

I/We hereby certify that I/we have this 31st day of January, 1958, purchased from William W. Townshend, Jr., Attorney, the propetty containing 0.526 of an acre, more or less, being the southwesterly one-half of Lot 56, Section 2, Barbara Heights, Third Election District of Anne Arundel County, Maryland,

at and for the sum of

Seventy-nine Hundred Dollars ----------($7,900.00)

and I/we hereby agree to comply with the terms of sale.

United Federal Savings and
Loan Association

By: Wilmer M. Johnson
Purchaser

Wilmer M. Johnson, President

Purchaser

FILED

1958 FEB -7 AM 10:01

In the matter of the mortgaged real estate of Allen L. Saunders and Justine V. Saunders, his wife : No. 12,478 Equity
: In the Circuit Court for Anne Arundel County

LIBER 109 PAGE 146

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Allen L. Saunders and Justine V. Saunders, his wife, dated May 21, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 934, Folio 412, said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Friday, January 31, 1958, at 10 o'clock A.M., and then and there sold the said property to United Federal Savings and Loan Association, a body corporate, at and for the sum of Seven Thousand Nine Hundred Dollars ($7,900.00), being at that figure the highest bidder therefor, said property described as follows:

ALL that tract or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, as follows:

Beginning for the same at a pipe in the northwesterly line of Alvin Road (30 ft. wide), said pipe being also the southernmost corner of Lot No. 56, as shown on the Plat of Section 2, Barbara Heights filed among the Land Records of Anne Arundel County; thence from said beginning pipe running along the southwesterly line of said Lot No. 56, North 40° 57' 30" West, 209 ft. to a pipe; thence along a portion of the northwesterly line of said Lot No. 56, North 49° 04' East, 109.60 ft. to a pipe; thence running for a division line through said Lot No. 56, South 40° 57' 30" East, 209 ft. to a pipe in the northwesterly line of said Alvin Road; thence along

FILED
1958 FEB -7 AM 10:00

12

LIBER 109 PAGE 141

the northwesterly line of said Road, South 49° 04' West, 109.60 ft. to the place of beginning. Containing 0.526 of an acre, more or less, and being the southwesterly one-half of Lot No. 56 as shown on the Plat of Section 2, Barbara Heights filed among the Plat Records of Anne Arundel County in Plat Book 23, Folio 21.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.

William W. Townshend, Jr.,
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of January, 1958, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Alice Gary

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

13

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

xxxxx

ALLEN L. SAUNDERS and
JUSTINE V. SAUNDERS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,478 Equity

Ordered, this 7th day of February, 19 58, That the sale of the property in these proceedings mentioned made and reported by WILLIAM W. TOWNSHEND, Jr., Attorney Named in Mortgage

xxxxxxx

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of March next.

The report states that the amount of sales was $ 7,900.00

Filed 7-Feb.-1958, 10:20 A.M. George T. Cromwell Cler

True Copy,

TEST: Cler

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

xxxxxx

ALLEN L. SAUNDERS and
JUSTINE V. SAUNDERS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

[illegible] BY THE COURT, This 18th day of March, 1958 [illegible] the sale made and reported by the ~~Trustee~~ attorney aforesaid, be and the same is hereby finally Ratified and Confirmed [illegible] having been shown, although due notice appears to have been given as required by the Order [illegible] cause; and the ~~Trustee~~ attorney allowed the usual commissions and such proper expenses as he shall pre- [illegible] the Auditor

Matthew S. Evans
Judge

FILED
1958 MAR 18 PM 3:13

14

Liber 1 Jo Page 140

WILLIAM W. TOWNSHEND,
Attorney
Towns-Worth Bldg., South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Allen L. Saunders and Justine V. Saunders, his wife, dated May 21, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 934, Folio 412, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Friday, Jan. 31, 1958
at 10 o'clock A.M.

All that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, described as follows:

Beginning for the same at a pipe in the northwesterly line of Alvin Road (30 ft. wide), said pipe being also the southernmost corner of Lot No. 56, as shown on the Plat of Section 2, Barbara Heights filed among the Land Records of Anne Arundel County; thence from said beginning pipe running along the southwesterly line of said Lot No. 56, North 40° 57' 30" West, 209 ft. to a pipe; thence along a portion of the northwesterly line of said Lot No. 56, North 49° 04' East, 109.60 ft. to a pipe; thence running for a division line through said Lot No. 56, South 40° 57' 30" East, 209 ft. to a pipe in the northwesterly line of said Alvin Road; thence along the northwesterly line of said Road, South 49° 04' West, 109.60 ft. to the place of beginning. Containing 0.526 of an acre, more or less, and being the southwesterly one-half of Lot No. 56 as shown on the Plat of Section 2, Barbara Heights filed among the Plat Records of Anne Arundel County in Plat Book 23, Folio 21.

Being the same property conveyed unto Allen L. Saunders and Justine V. Saunders, his wife, by Alfred P. Hoenig, Jr., single, by deed dated May 21, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 934, Folio 409.

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WM. W. TOWNSHEND, JR.,
Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.
ROBERT H. CAMPBELL,
Auctioneer J-30

15

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1109 PAGE 143

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1958

We hereby certify, that the annexed

Attorney's Sale
No. 12,478 Equity
Allen L. Saunders

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of January, 1958. The first insertion being made the 9th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Rose Tate

Filed 20 Mar., 1958, at 10:15 a.m.

OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 150

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1958

We hereby certify, that the annexed Order Nisi. Sale Eq. 12,478 Allen L. Saunders.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of March, 1958. The first insertion being made the 13th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By H. Tilghman

1958 MAR -7 AM 10:31

No. M.G. 360

16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,478 Equity

In the matter of the mortgaged Real Estate of Allen L. Saunders, and Justine V. Saunders, his wife

Ordered, this 7th day of February, 1958. That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney Named in Mortgage. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of March next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of March next.

The report states that the amount of sale was $7,900.00.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

M-6

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~xxs~~
Allen L. Saunders
and
Justine V. Saunders, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,478 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

March 31, 1958

All of which is respectfully submitted.

Laura K. Eichelberger
Auditor.

FILED
AR 31 PM 2:09

FILED
1958 MAR 31 PM 2:09

17

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Allen L. Saunders and Justine V. Saunders, his wife

To Attorney for Commissions, viz:	267	00		
To Attorney for Fee, viz:	100	00	367	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	52	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	15	24		
New Amsterdam Casualty Co. - bond premium	36	80		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Alice Gary - notary fees	1	50	173	86
To Attorney for Taxes, viz:				
1958 State and County taxes ($104.59) - one-month	8	71	8	71
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	7,298	93	7,298	93
			7,900	00
Amount of mortgage claim filed	9,026	05		
Cr. Amount allowed above	7,298	93		
Balance subject to decree in personam	1,727	12		

with

William W. Townshend, Jr., Attorney named in Mortgage

Cr.

1958				
Jan.	31	Proceeds of Sale	7,900 00	7,900 00
				7,900 00

19

LIBER 109 PAGE 154

ORDER NISI

In the Matter of the Mortgaged Real Estate of

VERSUS

Allen L. Saunders and Justine V. Saunders, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,478 Equity.

ORDERED, This 31 day of ~~April~~ March, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5 day of May next.

FILED
1958 MAR 31 PM 4 00

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of May, 19 58, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 MAY -6 PM 3:53

40

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 155

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 30 1958

We hereby certify, that the annexed Order Nisi Eq. 12,478 Auditor account Allen L. Saunders

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of May, 1958. The first insertion being made the 3rd day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,478 Equity

In the Matter of the Mortgaged Real Estate of ALLEN L. SAUNDERS and JUSTINE V. SAUNDERS, his wife

Ordered, this 31st day of March, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of May next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-17

FILED
1958 MAY -1 PM 2:09

No. M.G. 1516

21

LIBER 109 PAGE 156

EDWIN S. PANETTI, Attorney named in the Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
GEORGE P. WOLF & ASSOCIATES, INC.	*	
(now known as	*	
ARUNCO BUILDING COMPANY)	*	IN EQUITY
	*	No 12,346 Equity

* * * * * * * * * * * * * * *

ORDER TO DOCKET SUIT

MR. CLERK:

Please docket the above entitled case and file the accompanying Mortgage, marked "Mortgage Exhibit No. 1", the said Mortgage now being in default.

Edwin S. Panetti

EDWIN S. PANETTI, Attorney
named in the Mortgage

FILED

1957 SEP 30 AM 9:30

First and Last Page.

LIBER 798 PAGE 400

LIBER 109 PAGE 157

BUILDING ASSOCIATION MORTGAGE. No 12,346 Equity

This Mortgage, made this 19th day of November in the year one thousand nine hundred and fifty-three - - - - - - - - - - - - - - - between GEORGE P. WOLF & ASSOCIATES, INC.,

of Baltimore County in the State of Maryland, Mortgagors, and THE GERMANIA PERMANENT LOAN AND SAVINGS ASSOCIATION OF BALTIMORE COUNTY, a body corporate, duly incorporated, under the laws of the State of Maryland, Mortgagee. ———————————

WHEREAS the said Mortgagors, being members of said body corporate, have received therefrom an advance of Fourteen Thousand and Forty- - - - - - - Dollars, on 135- - - - - - shares of its stock, being part of the purchase money for the lot of ground hereinafter described, the due execution of this Mortgage having been a condition precedent to the granting of said advance. ———————

NOW THEREFORE, this Mortgage witnesseth, that in consideration of the premises and of one dollar the said Mortgagors do grant unto the said, THE GERMANIA PERMANENT LOAN AND SAVINGS ASSOCIATION OF BALTIMORE COUNTY, its successors and assigns, all that lot or parcel of ground situate and lying in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

[redacted]

BEING KNOWN AND DESIGNATED as Lots Numbers Twenty (20) and Twenty-four (24) on the Plat of Riverdale Park, Third District, Anne Arundel County, Maryland, which Plat was prepared by James D. Hicks, Registered Surveyor, in February, 1953, and was recorded among the Plat Records of Anne Arundel County on August 31st, 1953, in Plat Cabinet No. 4, Rod G-4, Plat 10.

BEING part of the tract of land described in a Deed from Michael A. Jaworski and Helen D. Jaworski, his wife, to George P. Wolf & Associates, Inc., dated September 28th, 1953, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. No. 785, folio 436, subject however, to the restrictions set forth in said Deed.

Lot #24 Partial Release 4/30/55

FILED

1957 SEP 30 AM 9:29

2

LIBER 109 PAGE 158

LIBER 798 PAGE 401

"AND the said mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Marylsnd, or of any other Public General Laws or any Public Locsl Laws of the State of Maryland, relating to mortgages, including sny smendments, supplements, or sdditions thereto, do hereby consent to the passage of a decree by either of the Circuit or Chancery Courts of Baltimore City, in the State of Msryland, or by the Circuit or Chancery Court of the County, in the Stste of Marylsnd, in which the property herein lies, or where the grester portion thereof may lie, for the sale of the herein described property at any time sfter the recording of this mortgage, (ssid sale to take place sfter a default has occurred in any of the conditions of thia mortgsge, sa herein provided); or this mortgsge msy be foreclosed, snd the property herein sold, by the mortgagee, or ita personal representstives, auccessors or assigns, or by Edwin S. Psnetti, its or vheir duly constituted sttorney, after sny defsult in thia mortgage shall have occurred. Upon sny such asle, whether made under the ssent to the psss-ing of s decree, or under the above power of ssle, the property ss s whole may be sold, snd it shall not be the duty of the party selling to sell the ssme in parts or in lots, but such party msy do so, snd the asle may be made sfter giving not less than twenty dsya' notice of the time, place, msnner and terms of the sale in some newspsper printed in the County or City in which the lsnd, or some portion thereof, is locsted; snd the party selling msy slso give such other notice ss he msy deem expedient. The terms of any auch ssle msybe sll cash upon rstificstion of the ssle, or such other terms ss the psrty selling may deem expedient. The proceeds of sny such ssle shsll be applied ss follows: first, to the psyment of all expensea incident to aaid ssle, including a counael fee of 100.00 Dollars for conducting the proceedings, if without contest, but if legsl services be rendered to the trustee sppointed by such decree, or to the party selling under the above power of ssle, in connection with sny contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of ssle ss the court msy deem proper, and also to the payment of s commission to the psrty making ssid asle, equal to the commission sllowed trusteea making sales of property under decree of s court of equity in Maryland; second, to the psyment of sll clsims of the mortgsgee, its personsl representatives, successors or assigns, hereunder, whether the same shall have msture d or not; and, third, the balsnce, if sny, to the said Mortgsgors, their heirs, personsl representstives, successors or assigns, or to whomever msy be entitled to the same. Hslf of such commissions and sll such expenses and costs shsll be psid by the Mortgagors, and their heirs, personal representatives, successors or sssigns, in the event thst the mortgsge debt shall be paid after sny sdvertisement of said property, but before sale thereof."

"Whenever used in the above psragrsph the singular number shall include the plural, the plural the singular and the use of sny gender shsll be spplicable to all genders."

TOGETHER with the improvements thereon and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said

The Germania Permanent Loan and Savings Association of Baltimore County

its successors and assigns, [illegible]

in Fee Simple, and subject to a ten (10) foot drainage easement along West line of Lot No. Twenty (20).

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If, however, the said Mortgagors shall make the payments and perform the covenants on their part contained, then this Mortgage shall be void.

And the said Mortgagors, for themselves and their heirs, executors, administrators and assigns, covenant with the said, THE GERMANIA PERMANENT LOAN AND SAVINGS ASSOCIATION OF BALTIMORE COUNTY, its successors and its assigns, to pay and perform, as follows, that is to say: to pay to the Mortgagee, its successors and its assigns the weekly sum of as dues until the said sum of hundred and dollars, in gold coin of the United States of the present standard of weight and fineness, or its equivalent (exclusive of interest and fines) shall be repaid; and also to pay as interest the weekly sum of **Sixteen Dollars and Twenty Cents- - - - - - -** until the sum of one hundred and four dollars be repaid in weekly dues (exclusive of interest and fines) when said weekly payment of interest shall be reduced twelve cents; and so on and as often as one hundred and four dollars shall be so repaid in dues the weekly payments of interest shall be reduced twelve cents, also to pay all ground rent, taxes and other charges for which the property hereby mortgaged may become liable, when payable; also to pay all fines that may be imposed on them by the said Mortgagee in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the Mortgagee in some company acceptable to the said Mortgagee.

And it is agreed that until default is made the Mortgagors or their assigns may retain possession of the mortgaged property.

If however, the said Mortgagors shall grant, convey, sublease, transfer or assign the property or any part thereof, described in this mortgage, without the consent of the said Mortgagees, then and in that event, the entire mortgage debt shall immediately be due and payable.

And in case of any default in any of the payments, covenants or conditions of this Mortgage, continuing for the space of eight weeks, then the whole of the mortgage debt hereby intended to be secured shall be due and payable; and the said body corporate, its successors or assigns, or EDWIN S. PANETTI as its or their Attorney or Agent, is and are hereby authorized and empowered to sell the property hereby mortgaged at public auction for cash upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in ~~Baltimore~~ ANNE ARUNDEL County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient, and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland, and a reasonable attorney's fee to the attorney instituting or conducting the foreclosure proceedings; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

Witness the hands and seals of said Mortgagors.

GEORGE P. WOLF & ASSOCIATES, INC.

TEST:

Margaret V. Anderson

BY: George P. Wolf, President [SEAL]

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LIBER 109 PAGE 160

LIBER 798 PAGE 403

STATE OF MARYLAND, BALTIMORE CITY, ss.

I HEREBY CERTIFY THAT on this 19th day of November in the year one thousand nine hundred and fifty-three- - - - - before me, the subscriber, a Notary Public of the State of Maryland, residing in Baltimore City, aforesaid, personally appeared

GEORGE P. WOLF, President of George P. Wolf and Associates, Inc.,

the Mortgagors named in the aforegoing Mortgage and he acknowledged the aforegoing Mortgage to be the act of said body corporate.

At the same time also appeared J. LEO MUELLER- - - -the President and Agent of the corporation aforesaid, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and also made oath that he is the President and Agent of said corporation and has been duly authorized to make this affidavit.

Witness my hand and notarial seal

Margaret V. Anderson

Margaret V. Anderson-Notary Public.

My commission expires May 2nd- - - - - -19 55.

Recorded-25th-Nov.-1953-at-1:00-P.M.

Lots 20 and 24 Riverdale Park

Retail Licence 4-30-55

MORTGAGE

From

GEORGE P. WOLF & ASSOCIATES, INC.

939

To

The Germania Permanent Loan and Savings Association of Baltimore County

ANNE ARUNDEL COUNTY

Received for Record 25 Day of Nov. 1953 at 1 P.M. and the same day recorded in Liber J.H.H. No. 798 Fol. 403 Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

NAGENGAST & PANETTI
Attorneys-at-Law
407 Abell Building - 5 South St.
Baltimore, Maryland

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

EDWIN S. PANETTI,
Attorney named in the Mortgage,

Plaintiff

vs.

GEORGE P. WOLF & ASSOCIATES, INC

also known as

ARUNCO BUILDING COMPANY

Defendant

"Mortgage Exhibit No. 1"

LIBER 109 PAGE 161

EDWIN S. PANETTI, Attorney named in the Mortgage Plaintiff vs. GEORGE P. WOLF & ASSOCIATES, INC. also known as ARUNCO BUILDING COMPANY Defendant	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Docket No._____ Folio ____ Case No. 12346

* * * * * * * * * * * * * * *

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 2nd day of August, 1957, before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, aforesaid, personally appeared EDWIN S. PANETTI, and made oath in due form of law that he knows the Defendant herein and that to the best of his information, knowledge and belief

(1) said Defendant is not in the military service of the United States;

(2) said Defendant is not in the military service of any nation allied with the United States;

(3) said Defendant has not been ordered to report for induction under the Selective Training and Service Act;

(4) said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Edwin S. Panetti
Affiant

Margaret A. Anderson
Notary Public

My commission expires May 4th, 1959.

FILED
1957 SEP 30 AM 9:29

LIBER 109 PAGE 162

EDWIN S. PANETTI, Attorney named in the Mortgage Plaintiff vs. GEORGE P. WOLF & ASSOCIATES, INC. also known as ARUNCO BUILDING COMPANY Defendant	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY No. 12,346 Equity

* * * * * * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of EDWIN S. PANETTI, Attorney named in the Mortgage under the Mortgage from George P. Wolf & Associates, Inc., to the Germania Permanent Loan and Savings Association of Baltimore County, dated the 19th day of November 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H. H., III, No. 798, folio 400:------

ORIGINAL AMOUNT OF MORTGAGE	$7020.00
AMOUNT PAID ON ACCOUNT	- - - -
BALANCE DUE	$7020.00
INTEREST TO 9/1/57	1013.04
INSURANCE PREMIUMS ADVANCED - $29.40 & $30.10	59.50
TAXES ADVANCED FOR 1956 - $125.26 and for 1957 - $120.05 OR A TOTAL OF	245.31
TOTAL DUE & OWING -	-$8337.85

+ Int. to 11/12/57

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30th day of August in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared EDWIN S. PANETTI, Attorney named in the Mortgage, the Plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Margaret A. Goldeisen

MARGARET A. GOLDEISEN-Notary Public

My commission expires May 4th, 1959.

FILED
1957 SEP 30 AM 9:29

Trustee's Bond

1442

LIBER J PAGE 147

KNOW ALL MEN BY THESE PRESENTS:

No. 12,346 Equity

LIBER 109 PAGE 163

THAT WE EDWIN S. PANETTI, ATTORNEY NAMED IN MORTGAGE 5 SOUTH STREET, BALTIMORE, MARYLAND as principal, and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of PENNSYLVANIA, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of NINE THOUSAND AND 00/100 ($9,000) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 29TH day of AUGUST in the year of our Lord one thousand nine hundred and FIFTY-SEVEN.

WHEREAS, the above bounden EDWIN S. PANETTI, ATTORNEY NAMED IN MORTGAGE by virtue of ~~a Decree of the Circuit Court of Baltimore County~~ THE POWER RECITED THEREIN AND REPOSED IN HIM ANNE ARUNDEL COUNTY ~~to sell~~ WILL sell PROPERTY SITUATE AT: LOT #20, PLAT OF RIVERDALE PARK 3RD DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND mentioned in the proceedings in the case of GERMANIA PERMANENT LOAN & SAVINGS ASSOCIATION, INC. OF BALTIMORE COUNTY NOW KNOWN AS GERMANIA FEDERAL *vs.* SAVINGS & LOAN ASSOCIATION

now pending in said Court: GEORGE P. WOLF & ASSOC., INC. ALSO KNOWN AS ARUNCO BUILDING COMPANY

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN EDWIN S. PANETTI, ATTORNEY NAMED IN MORTGAGE do and shall well and faithfully perform the ~~trust~~ DUTIES APPERTAINING THERETO AND reposed in HIM / ~~Grantee~~ AS ATTORNEY NAMED IN SAID MORTGAGE or that may be reposed in HIM by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Edwin S. Panetti (SEAL)
EDWIN S. PANETTI

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (SEAL)

(SEAL)

D. Van Norman Jr. (SEAL)
D. VAN NORMAN, JR. ATTORNEY-IN-FACT

Signed, sealed and delivered in the presence of

William A. Mills

ANNE ARUNDEL COUNTY

State of Maryland, ~~Baltimore City~~, sct:

KNOW ALL MEN BY THESE PRESENTS: That the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of PENNSYLVANIA does hereby constitute and appoint D. VAN NORMAN, JR.

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ ANNE ARUNDEL COUNTY State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said INDEMNITY INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 29TH day of AUGUST, 1957.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

By: R. S. Robins
Vice President
R. S. ROBINS

ATTEST: Carroll W. Laird
Assistant Secretary
CARROLL W. LAIRD

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney

AUGUST 29TH 19 57

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

Carroll W. Laird
Assistant Secretary
CARROLL W. LAIRD

Bond approved this 30 day of Sept. 1957
George T. Cromwell, Clerk

FILED
1957 SEP 30 AM 9:33

8

8-11-47—500

EDWIN S. PANETTI, Attorney named in the Mortgage
VS.
GEORGE P. WOLF & ASSOCIATES, INC.
also known as
ARUNCO BUILDING COMPANY

—IN THE—
LIBER 109 PAGE 164
CIRCUIT COURT
—FOR—
No. 12,346 Equity
ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of EDWIN S. PANETTI, Attorney named in the Mortgage, ~~Trustee~~ ~~appointed by the decree in~~ the above entitled cause to make sale of Lot No. 20 as shown on the Plat of Riverdale Park, Anne Arundel County, Maryland,

in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of his trust ~~as prescribed by said decree~~, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisments inserted in THE CAPITAL-GAZETTE PRESS, INC., 213-217 West Street, Annapolis, Maryland,

~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said Attorney named in the Mortgage, did pursuant to said notice on Tuesday the 12th day of November 19 57, at 3:30 o'clock, P.M., attend on the premises and then and there sold the following property BEING KNOWN AND DESIGNATED as Lots Number Twenty (20) on the Plat of Riverdale Park, Third District, Anne Arundel County, Maryland, which Plat was prepared by James D. Hicks, Registered Surveyor, in February, 1953, and was recorded among the Plat Records of Anne Arundel County on August 31st, 1953, in Plat Cabinet No. 4, Rod G-4, Plat 10.

The hereinabove described property was sold at public auction for the highest sum offered therefor, i.e., $8,000.00, to the Germania Federal Savings and Loan Association.

Edwin S. Panetti

EDWIN S. PANETTI, Attorney named ~~Trustee~~ in the Mortgage.

State of Maryland, ~~County~~ CITY of Baltimore, Sct.

I Hereby Certify, that on this 26th day December 19 57 before me, the subscriber, a ~~Notary Public~~ Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared EDWIN S. PANETTI, Attorney named in the Mortgage. ~~Trustee~~ and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was was fairly made.

AS WITNESS my hand and Notarial Seal.

Margaret A. Goldeen
MARGARET A. GOLDEEN NOTARY PUBLIC

My commission expires May 4th, 1959.

FILED
1958 JAN -4 AM 10:53

9

ORDER NISI

LIBER 109 PAGE 165

EDWIN S. PANETTI, Attorney named in the Mortgage

versus

GEORGE P. WOLF & ASSOCIATES, INC. also known as ARUNCO BUILDING COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,346 Equity

Ordered, this 4 day of January, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Edwin S. Panetti, Attorney named in the Mortgage, xxxxxx,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10 day of February next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10 day of February next.

The report states that the amount of sale was $8,000.00

FILED 1958 Jan 4 AM 10:53

George T. Bromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EDWIN S. PANETTI, Attorney named in the Mortgage

versus

GEORGE P. WOLF & ASSOCIATES, INC. also known as ARUNCO BUILDING COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11½th day of February, 1958, that the sale made and reported by the Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED

1958 FEB 11 PM 3:43

10

OFFICE OF

Maryland Gazette

LIBER 109 PAGE 166

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,346 Equity

EDWIN S. PANETTI, Attorney named in the Mortgage
versus
GEORGE P. WOLF and ASSOCIATES, INC. also known as ARUNCO BUILDING COMPANY

Ordered, this 4th day of January, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Edwin S. Panetti, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of February next.

The report states that the amount of sale was $8,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

J-30

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 11, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,346
George P. Wolf and
associates, Inc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of February, 1958. The first insertion being made the 9th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 FEB 11 PM 12:13

By W. Telgmann

No. M. G. 14992

11

LIBER 109 PAGE 167

In the Case of

Edwin S. Panetti,
Attorney named in Mortgage
VS.
George P. Wolf & Associates, Inc.,
also known as
Arunco Building Company

In the

Circuit Court

For

Anne Arundel County

No. 12,346 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

March 28, 1958

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

FILED

1958 APR -7 AM 10:55

12

Dr. in ac.

Edwin S. Panetti, Attorney named in Mortgage vs. George P. Wolf & Associates, Inc., also known as Arunco Building Company

To Attorney for Commissions, viz:	270	00		
To Attorney for Fee, viz:	100	00	370	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	30	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	8	75		
Indemnity Ins. Co. of N. America - bond premium	36	00		
Sam W. Pattison & Co. - auctioneer's fee	260	00		
Leatherbury Bros. - services to determine existence of well	20	00		
Benjamin Kann - legal services rendered	5	00		
Judgment report on defendants	3	00		
Registered mail	2	25		
One-half Federal and State documentary stamps	8	80		
Margaret A. Goldeisen - notary fees	1	50	389	30
To The Germania Permanent Loan & Savings Ass'n of Baltimore County, mortgagee - this balance on account mortgage claim	7,189	20	7,189	20
			8,000	00
Amount of mortgage claim filed	8,337	85		
Interest on $7,020.00 from 9/1/57 to 11/12/57 - 73 days	85	41		
	8,423	26		
Cr. Amount allowed above	7,189	20		
Balance subject to decree in personam	1,234	06		

13

with

Edwin S. Panetti, Attorney named in Mortgage

Cr.

1957				
Nov.	12	Proceeds of Sale	8,000 00	8,000 00
				8,000 00

FILED
1958 APR -7 AM 10:55

LIBER 109 PAGE 170

ORDER NISI

Edwin S. Panetti,
Attorney named in Mortgage
VERSUS
George P. Wolf & Associates,
Inc., also known as
Arunco Building Company

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,346 Equity.

ORDERED, This 7 day of April 19 58 That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12 th. day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12 th. day of May next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of , 19 , that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 MAY 13 PM 3:27

OFFIC OF

Maryland Gazette

LIBER 109 PAGE 171 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,346 Equity

EDWIN S. PANETTI,
Attorney named in Mortgage
versus
GEORGE P. WOLF & ASSOCIATES, INC., also known as Arunco Building Company

Ordered, this 7th day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of May next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 30, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,346.
Auditor account.
George P. Wolf & associates, Inc. Arunco Building Co.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of May, 1958. The first insertion being made the 10th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1958 MAY -1 PM 2:09

16

LIBER 109 PAGE 172

Noah A. Hillman, Assignee	*	IN THE CIRCUIT COURT
vs	*	FOR
Joseph William Graves and	*	ANNE ARUNDEL COUNTY
Mary Gayle V. Graves, his wife	*	No. 12,437 Equity
	*	

*****

ORDER TO DOCKET CASE

Mr. Clerk:

Please docket this suit and file the original Land Installment Contract with Assignment thereon; Certificate under Section 123, Article 21; copy of letter with registered letter receipt; envelope addressed to Defendants and Statement of Claim.

Noah A. Hillman
Assignee

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1957 DEC -3 PM 2:59

LIBER 109 PAGE 173

NOAH A. HILLMAN, Assignee	*	IN THE CIRCUIT COURT FOR
vs	*	ANNE ARUNDEL COUNTY
JOSEPH WILLIAM GRAVES & MARY GAYLE V. GRAVES, his wife	*	No. 12,437 Equity

C E R T I F I C A T E

UNDER SEC. 123, ART. 21

To the Honorable, the Judges of said Court:

I hereby certify that as the personal representative of the Vendors, Ellsworth B. Nowell and Evelyn B. Nowell, his wife, I did the following in compliance with the provisions of Section 121 of Article 21, Annotated Code of Maryland:

1. The Vendees, Joseph William Graves and Mary Gayle V. Graves, his wife, being in default under the terms of a Land Installment Contract dated January 9, 1957, I sent them a letter, by registered mail, notifying them of the Vendors' intention terminate. Registered return receipt of Annapolis Postoffice, No. 2 0 5 7 is filed herewith.

2. The letter, original carbon copy of which is filed herewith, stated the amount of payment then in default and, in conformity with the statute, also showed that the contract would terminate on November 30, 1957 unless prior thereto the said Vendees will have complied with the terms and conditions of the contract by paying all arrearages then due. The letter was dated October 29, 1957 and was mailed October 30, 1957.

3. The postoffice returned the letter, in the original envelope, for the reason that the Vendees " refused " to accept it. The envelope, still sealed, is filed herewith.

Noah A. Hillman
Assignee

Subscribed and sworn to before me, this 3rd day of December, 1957.

Grace Sensenay
Notary Public

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1957 DEC -8 PM 2:59

LIBER 109 PAGE 174
LIBER 1171 PAGE 8

No. 12,437 Equity

Standard Land Installment Contract

Approved by Real Estate Board of Baltimore

This Agreement of Sale, made this 9th day of January 195.7, between Ellsworth B. Nowell and Evelyn B. Nowell, his wife, who resides at 204 Hilltop Road and whose post-office address is Linthicum Heights, Maryland, Seller, and Joseph William Graves and Mary Gayle Vineyard Graves, his wife who resides at 5 Cecil Avenue and whose post-office address is Millersville, Md., Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in

Anne Arundel County, Md. Being a house of five rooms and bath, located on Lot 5, Cecil Ave. Plat as prepared by James Hicks and recorded among the land records of Anne Arundel County, Md. Lot size approximately 1 acre. In fee simple. Subject to restrictions furnished buyer and intended to be placed on public record.

at and for the cash price of Fifteen Thousand dollars ..... $ 15,000.00

Fees and other charges, if any ..... None ..... $ -----

Insurance, covering loss by fire, to be purchased by buyer through his agent on or before February 1, 1957,

in the amount of $ 13,500.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires One year from date on policy

Total Purchase Price ..... $ 15,000.00

Paid on account by Buyer ..... $ 1500.00 GAH - J.G

Principal balance owed by Buyer ..... $ 13,500.00 GAH - J.G

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at (Place of payment) 204 Hilltop Road, Linthicum, Md.

in consecutive (monthly) (~~weekly~~) installments of $ 130.00 each, which shall severally become due and payable on the 1st day of each and every (month) (~~week~~) beginning with the first installment due on the 1st day of February, 19 57.

Interest at 6 % per annum on present unpaid balance of purchase price 1st month ..... $ 67.50 J.G

Annual Ground Rent (if any) ..... $ none

Present Annual Taxes ..... estimated ..... $ 150.00

Estimated Annual Water Rent ..... $ none

Insurance Premiums ..... paid in cash by buyer ..... $ none

Other Public Charges, as follows: ..... $ none

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract:

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It is understood and agreed that, at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of....6..... per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.

8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

9. Upon any default of payment by buyer, James D. Hicks, his heirs and assigns, may have first option to continue this contract. EBN - J.W.G.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of , at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Raymond Barnes ..... Ellsworth B. Nowell .....(SEAL)
Witness RAYMOND BARNES — Seller's Signature ELLSWORTH B. NOWELL

Raymond Barnes ..... Evelyn B. Nowell .....(SEAL)
Witness RAYMOND BARNES — Seller's Signature EVELYN B. NOWELL

Date signed by Seller.....January 10.....1957

..... Mary Gayle V. Graves .....(SEAL)
Witness — Buyer's Signature MARY GALE V. GRAVES

..... Joseph William Graves .....(SEAL)
Witness — Buyer's Signature JOSEPH WILLIAM GRAVES

Date signed by Buyer.....Jan. 10th.....1957

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

.....day of.....19 .

LIBER 109 PAGE 176

LIBER 1171 PAGE 10

For value received, we hereby assign the within Land Installment Contract and debt secured thereby, to Noah A. Hillman, for the purpose of foreclosure only.

Witness our hands and seals, this 2nd day of ~~September,~~ December 1957.

Ellsworth B. Nowell (SEAL)
Ellsworth B. Nowell

Witness:
Elmer Ellsworth Nowell
ELMER ELLSWORTH NOWELL

Evelyn B. Nowell (SEAL)
Evelyn B. Nowell

Rec'd for record Dec 3, 1957 at 3.18 PM.
Mailed to File in Equity

FILE IN EQUITY —
Land Installment Contract
Between
Ellsworth B. Nowell
and wife
and
Joseph William Graves
& wife

Cross Index 10.75
Sum 1.00
11.75

1650
S. Stamps

LIBER 109 PAGE 177

Noah A. Hillman, Assignee	*	IN THE CIRCUIT COURT
vs	*	FOR
Joseph William Graves, et ux	*	ANNE ARUNDEL COUNTY
	*	No. 2427 Equity
	*	

***

STATEMENT OF CLAIM

Land Installment Contract dated January 9, 1957 - Balance	$ 13,400.00
Reduced to this balance, as of Septem. 1,1957	$ 12,992.07
Credit	
Balance in the expense account	89.00
	$ 12,903.07

Add interest from September 1, 1957

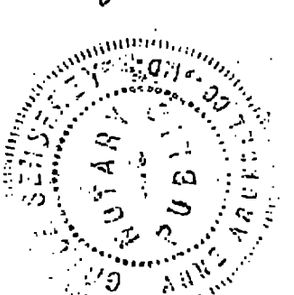
Payments of $ 130.00 unpaid for October, November & December

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify, that on this 2nd day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ellsworth B. Nowell, one of the Sellers under the Installment Land Contract in this case, and made oath that the foregoing is a true statement of the amount of the Sellers' claim under the Land Installment Contract filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

Grace Sensenay
Notary Public



NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1957 DEC -3 PM 2:59

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LIBER 109 PAGE 178

Noah A. Hillman, Assignee	*	IN THE CIRCUIT COURT
vs	*	FOR
Joseph William Graves, et ux	*	ANNE ARUNDEL COUNTY
	*	No. 12,421 Equity

***

PETITION FOR SALE OF PROPERTY

To the Honorable, the Judges of said Court:

The petition of the Plaintiff respectfully shows:

1. That on the 9th day of January, 1957 the Defendants, as Buyers, entered into a Land Installment Contract with Ellsworth B. Nowell and Evelyn B. Nowell, his wife, as Sellers, of certain property in Anne Arundel County, therein described, wherein the Buyers assented to the passing of a Decree for the sale of said property, to take place at any time after failure of the Buyers to make payments as provided in said Contract; all of which whill appear by reference to said Land Installment Contract hereinbefore filed in this cause.

2. That default in payments under the aforesaid Contract having occurred, notice thereof was sent to Defendants by registered mail, but they refused to accept the same, as will appear by reference to the Certificate previously filed.

3. That said Contract has been duly assigned to your Petitioner for the purpose of foreclosure.

WHEREFORE, your Petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said Land Installment Contract.

AND, as in duty bound, etc.

Noah A. Hillman

Noah A. Hillman, Assignee

Plaintiff

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 109 PAGE 179

Noah A. Hillman, Assignee	*	IN THE CIRCUIT COURT
vs	*	FOR
Joseph William Graves, et ux	*	ANNE ARUNDEL COUNTY
	*	No. 12,437 Equity
	*	
	***	

D E C R E E

The Petition for Sale and other proceedings in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It is, Thereupon, This 7th day of December, 1957 by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that the property described in the Land Installment Contract in the proceedings mentioned be sold; that said Land Installment Contract having been assigned to Noah A. Hillman for the purpose of foreclosure, he is hereby appointed to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureies to be approved by this Court, or by the Clerk thereof, in the penalty of thirteen Thousand Dollars ($13,000.00) conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such newspaper of general circulation in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be a deposit of $ 1,500.00 at time of sale and balance to be paid on ratification of sale, with interest at 6% from day of sale, or all cash at option of the buyer; and as soon as may be convenient after such sale, the said Noah A. Hillman, Assignee shall return to this Court a full and particular account of his proceedings relative to the sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Noah A. Hillman, Assignee shall by a

A. HILLMAN
ITTORNEY AT LAW
APOLIS, MARYLAND

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good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns in fee simple the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Ellsworth B. Nowell and Evelyn B. Nowell, his wife, Sellers, Joseph William Graves and Mary Gayle V. Graves, his wife, Buyers and Noah A. Hillman, Assignee, and those claiming by, from or under them, or any of them. And the Said Noah A. Hillman, Trustee shall bring into Court the money arising from said sale, to be distributed under the direction of this Court, after deducting all expenses incident to said sale including the cost of this suit, and such commission to the said Noah A. Hillman, Assignee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Judge

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

IN THE CIRCUIT COURT OF ANNE ARUNDEL LIBER 109 PAGE 181

STATE OF MARYLAND

No. 12,437 Equity

LIBER 9 PAGE 212

NOAH A. HILLMAN, ASSIGNEE

versus

JOSEPH WILLIAM GRAVES and MARY GAYLE V. GRAVES, his wife

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, Noah A. Hillman of Annapolis, Maryland - as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirteen Thousand and no/100 - Dollars ($ 13,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 18th day of December in the year of our Lord one thousand, nine hundred and fifty-seven.

WHEREAS THE ABOVE BOUNDEN Noah A. Hillman

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland has been appointed trustee/~~Assignee~~ to sell the real estate mentioned in the proceedings in the case of

No. 12,437 Equity

Noah A. Hillman, Assignee

versus

Joseph William Graves and Mary Gayle V. Graves, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Noah A. Hillman

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Grace H. Sweeney ..... Noah A. Hillman (SEAL)

..... (SEAL)

..... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Dorothy I. Miller
Dorothy I. Miller
attorney-in-fact

Bond approved this 13th day of January 1958.
George T. Cromwell, Clerk

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10

ROBERT H. CAMPBELL - - - - - - - - - Auctioneer

NOAH A. HILLMAN, Solicitor
Annapolis, Maryland

LIBER 109 PAGE 182
No. 12,437 Equity

ASSIGNEE'S SALE

OF

FEE SIMPLE

Dwelling Property

SITUATE IN THE FOURTH ELECTION DISTRICT OF
ANNE ARUNDEL COUNTY

Under and by virtue of assignment for foreclosure of the Land Installment Contract between Ellsworth B. Nowell and wife, Sellers and Joseph William Graves and wife, Buyers, and by virtue of a Decree of the Circuit Court for Anne Arundel County, No. 12,437 Equity, the undersigned will sell at Public Auction ON THE PREMISES, on

TUESDAY, JANUARY 14th, 1958

AT 11 O'CLOCK A.M.

All that lot of ground which is designated as Lot Number 5 on the Plat of Millersville Acres, recorded among the Plat Records of said County in Plat Book No. 27, folio 10 and being a part of the tract of land containing 11.35 acres which was acquired by Ellsworth B. Nowell and wife by deed dated January 2, 1952, recorded among the Land Records of said County in Liber J.H.H. No. 662, folio 45.

IMPROVED by a one-story frame dwelling; 3 bedrooms, living room, dining room, kitchen, bath, carport, full basement.

TERMS OF SALE: A deposit of $1,500.00 to be made at time of sale. Balance, to be paid on ratification of sale, with interest from day of sale, or all cash at option of purchaser. All expenses and taxes to be adjusted as of date of sale.

NOAH A. HILLMAN,
Assignee

LIBER 109 PAGE 183

No. 12,437 Equity

PURCHASERS AGREEMENT

We (~~we~~) hereby certify that ~~I~~ (we) purchased the property described in this Hand Bill, at Public Sale, on January 14, 1958, at and for the sum of $10,600.00, being the highest bidder therefor; and agree to abide by the Terms of Sale.

Witness my (our) hand s and seal s, this 14th day of January, 1958.

Ellsworth B. Nowell (SEAL)

Witness:
E. Ellsworth Nowell

EVELYN B. NOWELL
by Ellsworth B. Nowell (SEAL)

(SEAL)

(SEAL)

PURCHASER (S)

AUCTIONEER'S CERTIFICATE

I hereby certify that I sold the property described in this Hand Bill at Public Auction on January 14, 1958 to Ellsworth B. Nowell & Evelyn B. Nowell at and for the price of $10,600.00, they being then and there the highest bidder(s) therefor.

Witness my hand this 14th day of January, 1958.

Robt. H. Campbell
Auctioneer

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1958 JAN 16 AM 9:53

12

EXHIBIT WITH REPORT OF SALE

NOAH A. HILLMAN, ASSIGNEE *

VS. *

JOSEPH WILLIAM GRAVES et ux *

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 12,437 EQUITY

* * * * * * *

REPORT OF SALE

* * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Noah A. Hillman, Assignee in the above titled case respectfully shows:

1. That after giving bond with security for the faithful performance of his trust, and after having complied with all the other pre-requisites as required by law and by decree of this Court dated December 7, 1957, giving notice of the time, place, manner and terms of sale by advertisements in the "Maryland Gazette", a newspaper of general circulation in Anne Arundel County, for at least three successive weeks before the day of sale and by posting handbills in a number of public places he did, pursuant to said notice, attend on the premises on the 14th day of January, 1958, at 11 o'clock a.m. and then and there proceeded to sell the property described in this proceeding, to wit: All that lot of ground designated Lot No. 5 on the Plat of "Millersville Acres" recorded among the Plat Records of Anne Arundel County in Plat Book No. 27, folio 10 which is a part of the tract of land containing 11.35 acres acquired by Elsworth B. Nowell and wife by deed dated January 2, 1952, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 662, folio 45, said Lot No. 5 with improvements having been sold by Elsworth B. Nowell and wife under a Land Installment Contract to Joseph William Graves and wife.

2. That he then and there on said 14th day of January, 1958, did sell the said property unto Elsworth B. Nowell and Evelyn B. Nowell, his wife, at and for the sum of $10,600, they being at that price the highest bidder therefor.

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NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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The terms of said sale being a deposit of $1500 which was paid and balance to be paid on final ratification of sale with interest from the date of sale, all expenses and taxes to be adjusted as of date of sale. And he files herewith a printed handbill on the reverse side of which is the agreement of the purchasers and auctioneer's certificate all of which he prays may be taken as a part hereof.

Respectfully submitted,

Noah A. Hillman
Assignee

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 15 day of January, 1958, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Noah A. Hillman, Assignee, in the above Report of Sale and made oath, in due form of law, that the matters and things stated in the aforegoing Report are true to the best of his knowledge and belief; and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Grace Sensney
Notary Public

GRACE SENSNEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ORDER NISI

LIBER 109 PAGE 186

NOAH A. HILLMAN, Assignee

versus

JOSEPH WILLIAM GRAVES and
MARY GAYLE V. GRAVES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,437 Equity

Ordered, this 16 day of January, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Noah A. Hillman, Assignee ~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24 day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24 day of February next.

The report states that the amount of sale ~~was~~ $ 10,600.00

FILED 1958 JAN 16 AM 9:53

George T. Bromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

NOAH A. HILLMAN, Assignee

versus

JOSEPH WILLIAM GRAVES and
MARY GAYLE V. GRAVES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of February, 1958 That the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

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Benjamin Michaelson
Judge

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LIBER 109 PAGE 187

NOAH A. HILLMAN, ASSIGNE	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
	*	ANNE ARUNDEL COUNTY
JOSEPH WILLIAM GRAVES, et ux	*	NO. 12437 EQUITY
	*	

* * * * * * *

CERTIFICATE OF ASSIGNEE OF NOTICE

TO JAMES D. HICKS, OPTIONEE

* * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I hereby certify that the following proceedure was followed in connection with the option of James D. Hicks under paragraph No. 9 of the Land Installment Contract in this case:

1. Prior to December 3, 1957, on behalf of the sellers, Elsworth B. Nowell and Evelyn B. Nowell, his wife, I orally notified James D. Hicks that the Contract was in default and that he could exercise his option to continue the Contract if he so desired. He neither accepted nor refused the offer.

2. That on December 3, 1957, written notification of the buyer's default was sent to James D. Hicks requesting him to consent or refuse to exercise the option, in writing, within ten days from date shown on registered return receipt card. The registered return receipt card indicates that Mr. Hicks received the letter December 7, 1957. The original carbon copy of the letter as well as the registered return receipt card are filed herewith as a part hereof.

3. That James D. Hicks neither consented to nor refused to exercise the option, in writing, but has offered no objection to the public sale of the property being, in fact, present at such sale.

Noah A. Hillman
Assignee

Subscribed and sworn to before me, this 16 day of January, 1958.

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1958 JAN 17 AM 10 35

Grace Sweeney
Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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OFFIC OF

Maryland Gazette

LIBER 109 PAGE 188 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,437 Equity

NOAH A. HILLMAN, Assignee
versus
JOSEPH WILLIAM GRAVES and MARY GAYLE V. GRAVES, his wife

Ordered, this 16th day of January, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Noah A. Hillman, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of February next.

The report states that the amount of sale was $10,600.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,437

Joseph William Graves

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of February, 1958. The first insertion being made the 23rd day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

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1958 FEB 14 PM 2 15

No. M. G. 15075

17

NOAH A. HILLMAN, Solicit
Annapolis, Md.

Assignee's Sale

OF FEE SIMPLE DWELLING PROPERTY

Situate in the Fourth Election District of Anne Arundel County

Under and by virtue of assignment for foreclosure of the Land Installment Contract between Ellsworth B. Nowell and wife, Sellers and Joseph William Graves and Wife, Buyers, and by virtuo of a Decree of the Circuit Court for Anne Arundel County, No. 12,437 Equity, the undersigned will sell at Public Auction ON THE PREMISES, on

Tuesday, Jan. 14, 1958
at 11 o'clock A.M.

All that lot of ground which is designated as Lot Number 5 on the Plat of Millersville Acres, recorded among the Plat Records of said County in Plat Book No. 27, folio 10 and being a part of the tract of land containing 11.35 acres which was acquired by Ellsworth B. Nowell and wife by deed dated January 2, 1952, recorded among the Land Records of said County in Liber J.H.H. No. 662, folio 45.

IMPROVED by a one-story frame dwelling; 3 bedrooms, living room, dining room, kitchen, bath, carport, full basement.

TERMS OF SALE: A deposit of $1,500.00 to be made at time of sale. Balance, to be paid on ratification of sale, with interest from day of sale, or all cash at option of purchaser. All expenses and taxes to be adjusted as of date of sale.

NOAH A. HILLMAN
Assignee

ROBERT H. CAMPBELL
Auctioneer J-9

No. M. C. 149.39

18

LIBER 109 PAGE 189 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1958

We hereby certify, that the annexed

Assignee's Sale
No. 12,437 Equity
Ellsworth B. Nowell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of January, 1958. The first insertion being made the 19th day of December, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 20 Mar., 1958, at 10:15 a. m.

LIBER 109 PAGE 190

In the Case of

Noah A. Hillman,
Assignee
vs.
Joseph William Graves
and
Mary Gayle V. Graves, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,437 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account.

April 7, 1958

All of which is respectfully submitted.

Laura K. Ecklund
Auditor.

Dr. in ac.

Noah A. Hillman, Assignee vs. Joseph William Graves and Mary Gayle V. Graves, his wife

To Assignee for Commissions, viz:	351	41	351	41
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	00		
Auditor - stating this account	13	50		
			55	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	33	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	98		
U.S. Fidelity & Guaranty Co. -bond premium	52	00		
Robert H. Campbell - auctioneer's fee	40	00		
Clerk of Court - recording contract of sale and assignment	12	75		
State documentary stamps on contract	16	50		
One-half Federal documentary stamps	6	05		
One-half State documentary stamps	6	05		
Grace Senseney - notary fees	1	50	193	59
To Assignee for Taxes, viz:				
1958 State and County taxes ($147.76)- 14 days	5	66	5	66
To Ellsworth B. Nowell and Evelyn B. Nowell, his wife, vendors named in the Land Installment Contract filed in these proceedings - this balance on account vendors' claim	10,107	59	10,107	59
			10,713	75
Amount of Vendors' Claim filed	12,903	07		
Cr. Amount allowed above	10,107	59		
Balance due	2,795	48		

with Noah A. Hillman, Assignee Cr.

1957				
Dec.	7	Proceeds of Sale	10,600 00	
		Interest on deferred payment of $9,100.00 to 4/1/58	113 75	10,713 75
				10,713 75

LIBER 109 PAGE 193

ORDER NISI

Noah A. Hillman,

Assignee

VERSUS

Joseph William Graves

and

Mary Gayle V. Graves, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,437 Equity.

ORDERED, This 8 day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12 day of May next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of May, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

[illegible]

FILED

1958 MAY 14 AM 9:23

22

OFFICE OF

Maryland Gazette

LIBER 109 PAGE 194

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,437 Equity
NOAH A. HILLMAN, Assignee
versus
JOSEPH WILLIAM GRAVES and MARY GAYLE V. GRAVES, his wife

Ordered, this 8th day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of May next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 29, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,437
Auditor accounts
Joseph William Graves

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of May, 1958. The first insertion being made the 10th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 15-48

1958 APR 30 PM 12:06

23

LIBER 109 PAGE 195

IN THE MATTER OF THE SALE OF THE MORTGAGED FEE SIMPLE PROPERTY OF THE KEY CONSTRUCTION CORPORATION, A BODY CORPORATE, DULY INCORPORATED UNDER THE LAWS OF THE STATE OF MARYLAND.	:	NO. 12,147 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

MR. GEORGE T. CROMWELL, CLERK:

Please docket the above entitled case, and file the accompanying original mortgage upon the property described therein and situated in Anne Arundel County, State of Maryland, from The Key Construction Corporation, a body corporate, duly incorporated under the Laws of the State of Maryland, to Aurora Federal Savings and Loan Association, for the sum of Thirty Thousand and no/100 ($30,000.00),Dollars, dated August 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1055, folio 318, and marked "Attorney's Exhibit No. 1."

May 7th, 1957

William F. Podlich

William F. Podlich -
Attorney named in Mortgage

FILED
1957 MAY -7 AM 11:46

LIBER 1055 PAGE 318

Form No. 2 — CITY OR COUNTY (FEE OR LEASEHOLD) CONSTRUCTION LIBER 109 PAGE 196

no. 12,147

Equity

ATTORNEY'S EXHIBIT NO. 1

This Mortgage, made this **20th.** day of **August** in the year one thousand nine hundred **fifty-six**, between

THE KEY CONSTRUCTION CORPORATION, a body corporate, duly incorporated under the Laws of the State of Maryland ----------

Mortgagor(s) and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated under the Laws of the United States of America, Mortgagee.

WHEREAS, the said Mortgagor(s) stand(s) bona fide indebted unto the Mortgagee, in the full and just sum of **THIRTY THOUSAND and no/100 ($30,000.00)** ---------- Dollars, being cash money this day loaned and advanced by the latter to the former, which said principal sum of money, as well as the interest to accrue thereon, the said Mortgagor(s) hereby covenant(s) and agree(s) to repay, in lawful money of the United States of America unto the said Mortgagee, in the following manner:

BY THE PAYMENT of **Two Hundred Fifty-Three and 20/100 ($253.20)**----- Dollars, on or before the **20th** day of each and every month, beginning on the **20th** day of the month immediately succeeding the date of the completion of the improvements hereinafter referred to, but in no event later than **August 20, 1957**, said monthly payments to continue until the whole of said principal sum and interest thereon, *at the rate of* **six (6%)** *per cent per annum*, shall be paid, which interest shall be computed by the calendar month; paying in the meanwhile, in monthly installments, during the course of the construction of said improvements, interest *at the rate of* **four (4%)** ---------- *per cent per annum*, (computed by the calendar month) upon the said indebtedness.

THE INSTALLMENT PAYMENTS which shall begin when the construction of said improvements are completed, and in no event later than **August 20th, 1957**, may be applied by the Mortgagee in the following manner:

1. To the payment of interest at the rate of **six (6%)** --------- per cent per annum.
2. Toward the payment of the aforesaid principal sum.

WHEREAS, the said Mortgagor(s) hereby covenant(s) and agree(s) with the said Mortgagee to expend not less than the said sum of **THIRTY THOUSAND and no/100 ($30,000.00)** ---------- Dollars, in the completion of the construction of **three (3) detached dwelling houses** ----------

upon the **three** parcel(s) of land and premises hereinafter described, within **twelve** (**12**) months from the date hereof, in strict accordance with certain plans and specifications which have been submitted to and approved by the Mortgagee; it being understood and agreed that failure to complete the improvements aforesaid within the time hereinbefore specified, shall constitute a default hereunder, and the whole debt and sum of money hereby secured, together with all interest that may accrue thereon shall become immediately due and payable, and upon failure to make payment of same on demand, the said Mortgagee, its successors and assigns, shall become immediately entitled to foreclose this mortgage and sell the property hereinafter described, together with the improvements thereon in accordance with the provision for foreclosure hereinafter set out, and

WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

The due execution of this mortgage having been a condition precedent to the granting of said advance.

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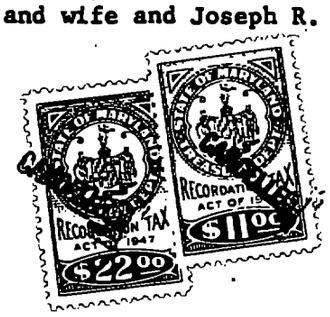
1957 MAY -7 AM 11:46

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said **THE KEY CONSTRUCTION CORPORATION** ---------- do(th) hereby grant, convey and assign unto the said Aurora Federal Savings and Loan Association, its successors and assigns, all **those three (3)** ---------- lot(s) of ground situate, lying and being in **the Third Election District of Anne Arundel County** ---------- in the State of Maryland, and described as follows:

BEING LOTS NOS. 42, 68 and 69 of Pride Village, as shown on a Plat of Pride Village; said plat being recorded among the Plat Records of Anne Arundel County in Cabinet 4 - (Now Book No. 24 **Rod G-8, Plat No. 3, Page No. 39, as surveyed by James D. Hicks, Registered Surveyor in September of 1953.**

BEING three of the lots of ground which by Confirmatory Deed dated June 12, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1036, folio 232, was granted and conveyed by Louis S. Hill and wife and Joseph R. Johnston and wife unto the Mortgagor herein.



Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever ~~during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of~~ **Subject to the legal operation and effect of the restrictions now of record and applicable to said property.**

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the **20th** day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the aforegoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of **One Hundred and Fifty($150.00** dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of **One Hundred & Fifty($150.00)** Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

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AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the corporate seal of said Mortgagor and the signature of Joseph R. Johnston, its President.

Test:

Elsie Curtis

Elsie Curtis

THE KEY CONSTRUCTION CORPORATION

By Joseph R Johnston

Joseph R. Johnston - President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this **20th** day of **August** in the year one thousand nine hundred and **fifty-six**, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared **JOSEPH R. JOHNSTON, President of THE KEY CONSTRUCTION CORPORATION, a body corporate --------**, the mortgagor(s), named in the aforegoing mortgage and he, ~~she or they~~ acknowledged said mortgage to be ~~his, her or their~~ act. **as such President the act of said body corporate.**

At the same time also appeared, **-----John L. Fisher --------**

President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Elsie Curtis

Elsie Curtis Notary Public.

My commission expires on **May 6, 1957**

Rec'd for record Aug 21 1956, at 3 o'Cl P.M.

Mailed to Podlich & Podlich

MORTGAGE

FROM

THE KEY CONSTRUCTION CORPORATION

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 19 at o'clock

Same day recorded in Liber G.T.C. No. 1055 Folio 318

RECORDED IN LIBER G.T.C. AND RECORDED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY

1956 AUG 21 PM 3:07

and examined per

CECIL T. GROMMELL, CLERK

Clerk.

Cost of Record $ 5.00

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property: **Lots 42, 68 and 69 Pride Village Arnold, A A Co. Md**

Description Approved: e/a

Execution Approved:

2360

LIBER 109 PAGE 200

IN THE MATTER OF THE SALE	:	NO. 12,147 EQUITY
OF THE	:	IN THE CIRCUIT COURT OF
MORTGAGED REAL ESTATE OF	:	ANNE ARUNDEL COUNTY
THE KEY CONSTRUCTION CORPORATION, a body corporate	:	DOCKET 17, FOLIO 18

****

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, a body corporate, under the Mortgage filed in these proceedings, from the aforesaid The Key Construction Corporation, to said body corporate, dated August 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1055 Folio 318.

Original Loan	-	$30,000.00
Amount Repaid		2,400.00
		$27,600.00
Interest to June 11,1957		636.63
		$28,236.63

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Dwight F. Brunk
(Dwight F. Brunk), Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 7th day of June, 1957, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, Vice President of Aurora Federal Savings and Loan Association, a body corporate, the Plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Elsie Curtis
Notary Public
ELSIE CURTIS

FILED
1957 JUN -8 AM 9:28

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Judicial 13—Maryland—Mortgagee's or Att'y's Bond

LIBER 9 PAGE 81

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY LIBER 109 PAGE 201

STATE OF MARYLAND No. 12,147 Equity

IN THE MATTER OF THE SALE

OF THE

MORTGAGED REAL ESTATE OF

THE KEY CONSTRUCTION CORPORATION,
a body corporate

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,

Meyerhoff Building, Baltimore 1, Maryland

as Principal ,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Thirty Thousand and 00/100 - - - - - - - - - - - - - - - Dollars ($ 30,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of June , in the year of our Lord, nineteen hundred and fifty-seven.

WHEREAS, the above bounden William F. Podlich

by virtue of the power contained in a mortgage from The Key Construction Corporation, a body corporate, to Aurora Federal Savings and Loan Association bearing date the 20th day of August , 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1055 Folio 318 and

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Elsie Curtis

ELSIE CURTIS

William F. Podlich (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Howard J. McNamara
Attorney in fact.

FILED

1957 JUN -8 AM 9:28

Bond approved this 8th day of June, 1957
George T. Cromwell Clerk

LIBER 109 PAGE 202

IN THE MATTER OF THE SALE	:	~~NO. 11,943 EQUITY~~
OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF	:	ANNE ARUNDEL COUNTY
THE KEY CONSTRUCTION CORPORATION	:	Docket 17, folio 18 Case No. 12147

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of William F. Podlich, Attorney named in the Mortgage, filed in the above entitled proceedings, respectfully shows:

(1) That under and by virtue of the power contained in a mortgage from The Key Construction Corporation to Aurora Federal Savings and Loan Association, dated August 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1055, folio 318, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said Mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did, on Tuesday, June 11, 1957, beginning at 2:45 o'clock P.M. at the said mortgaged premises, offer the property in said Mortgage described for sale by public auction, and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Cecil Knighton, Inc., a body corporate, duly incorporated, at and for the sum of Thirty Thousand Five Hundred ($30,500.00) Dollars, it being at that figure, the highest bidder therefor, the said property so sold, being more particularly described in a copy of the advertisement of sale, which has been filed herein as a part of the Certificate of Publication thereof, executed by The Maryland Gazette, a newspaper published in Anne Arundel County, and which is prayed to be taken as a part of this Report.

(2) Said Attorney also reports that the sale of the said mortgaged property was also advertised in one publication of The Sunday Sun, a newspaper published in Baltimore City, and in the Evening Capital, a daily paper published in the City of Annapolis.

FILED

1957 JUN 18 AM 10:14

8

(3) And the said Attorney further reports that he has received from the purchaser, the deposit of One Thousand ($1,000.00) Dollars, required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms; same being as set out in said advertisement of sale.

(4) Said Attorney reports further that said property, so sold, was not owned by any individual whose military status could or might affect the right of said Attorney to make said sale.

And as in duty bound, etc.

William F. Podlich

William F. Podlich - Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 17th day of June, 1957, before me, the subscriber, a Notary Public of theState of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Attorney named in the aforementioned Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

Elsie Curtis

Elsie Curtis - Notary Public.

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ORDER NISI

LIBER 109 PAGE 204

IN THE MATTER OF THE SALE
OF THE
xxxxx
MORTGAGED REAL ESTATE
OF
THE KEY CONSTRUCTION CORPORATION

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 12,147 Equity

Ordered, this 18th day of June, 19 57, That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Attorney named in Mortgage Xxxxxx

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of July next.

The report states that the amount of sales taxxx $ 30,500.00

Filed
1957, June 18 AM 10:25

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE
OF THE
xxxxx
MORTGAGED REAL ESTATE
OF
THE KEY CONSTRUCTION CORPORATION

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This day of, 19 that the sale made and reported by the Trustee aforesaid, be and the same hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

10

WILLIAM F. PODLICH,
Solicitor
201 Mer[illegible]ff Building,
Baltim[illegible], Maryland

Attorney's Sale
OF THREE VALUABLE FEE SIMPLE PROPERTIES Situate In PRIDE VILLAGE— THIRD DISTRICT OF ANNE ARUNDEL CO.

The undersigned Attorney, under and by virtue of the power and authority contained in a Mortgage dated August 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1055, Folio 318, from THE KEY CONSTRUCTION CORPORATION to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said Mortgage being now in default, will sell at public auction, on the premises, on

Tuesday, June 11th, 1957 at the times hereinafter specified,

all those three fee simple lots or parcels of ground situate in the Third Election District of Anne Arundel County, and described as follows:

AT 2:45 O'CLOCK P. M.,
(Eastern Daylight Saving Time)
FIRST PARCEL

ALL that lot or parcel of ground and premises situated on the southeasternmost side of Roe Lane, in Pride Village, known and designated as Lot Numbered Forty-two (42), as shown on a Plat of Pride Village, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, Page 39 (formerly Cabinet 4, Rod G-8, Plat No. 3).

IMPROVED by a partially but nearly completed Frame Dwelling House with Car Port.

AT 3:00 O'CLOCK P. M.
(Eastern Daylight Saving Time)
SECOND PARCEL

ALL that lot or parcel of ground and premises situated on the westerly side of Roe Lane, in Pride Village, known and designated as Lot Numbered Sixty-eight (68), as shown on a Plat of Pride Village, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, Page 39 (formerly Cabinet 4, Rod G-8, Plat No. 3.

IMPROVED by a partially but nearly completed Frame Dwelling House with Car Port.

AT 3:15 O'CLOCK P. M.
(Eastern Daylight Saving Time)
THIRD PARCEL

ALL that lot or parcel of ground and premises situated on the westerly side of Roe Lane, in Pride Village, known and designated as Lot Numbered Sixty-nine (69), as shown on a Plat of Pride Village, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, Page 39 (formerly Cabinet 4, Rod G-8, Plat No. 3).

IMPROVED by a partially but nearly completed frame Dwelling House with a built-in garage.

"Subject to the legal operation and effect of the restrictions, convenants, agreements and understandings set forth and contained in a Deed dated March 31, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 822, Folio 140 from Cecil C. Knighton and wife to Victor F. Lannon and wife."

TERMS OF SALE: CASH upon ratification of sale by the Circuit Court for Anne Arundel County, in Equity.

OFFICE OF

Maryland Gazette

LIBER 109 PAGE 205 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

no 12,147 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 18, 1957

We hereby certify, that the annexed

Attorney's Sale

Key Construction Company

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of June, 1957. The first insertion being made the 16th day of May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 JUN 19 AM 9:23

By [illegible]

11

MANNER OF SALE

Each property will be offered for sale separately, and if, in the discretion of the Attorney, the bids therefor are satisfactory, the bids will be accepted and the sale made final.

In the event the bids for the separate properties are not satisfactory, the said bids will be held in reserve, and the three properties will be offered as an entirety for a lump sum bid, and sold in the manner producing the largest amount. All bids are to be subject to acceptance or rejection by the Attorney.

All taxes, and other public dues and charges, are to be adjusted to date of sale; and all annual benefit charges or assessments, imposed by any Municipality, Public Authority or Commission, for public improvements of any kind or character, made or to be made to or affecting or benefiting, said properties, whether assessment therefor has been actually levied or not, shall be paid by the Seller to the date of sale, or allowence made therefor to the Buyers to said date, and thereafter payment of all such annual benefit charges or assessments for such public improvements shall be assumed by the Buyers.

If the three properties are sold on separate bids, a cash deposit of $500.00 will be required of the purchaser of each one of the properties on the day of sale, but if all three properties are sold as an entirety, to one purchaser, a cash deposit of $1,000.00 will be required of such purchaser, balance of purchase price to bear interest at 6% from day of sale.

WILLIAM F. PODLICH,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneers.
Ju-6

OF :E OF

Maryland Gazette

LIBER 109 PAGE 207 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,147 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF THE KEY CONSTRUCTION CORPORATION

Ordered, this 18th day of June, 1957, That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of July next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of July next.

The report states that the amount of sale was $30,300.00

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

JY-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 17, 1957

We hereby certify, that the annexed Order Nisi Sale Eq. 12,147 Key construction corporation was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of July, 1957. The first insertion being made the 20th day of June, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 JUL 17 PM 2:17

By H. Tilghman 12

No. M. G. 12233

LIBER 109 PAGE 208

IN THE MATTER OF
THE SALE OF THE
MORTGAGED REAL ESTATE OF
THE KEY CONSTRUCTION CORPORATION,
a body corporate

NO. 12,147 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

: : : : : : : : :

EXCEPTION TO RATIFICATION OF SALE

To the Honorable, the Judges of said Court:

Cecil Knighton, Inc., purchaser at the foreclosure sale of the property mentioned in these proceedings, by R. Tilghman Brice, III, its solicitor, excepts to the final ratification of the sale in these proceedings for the following reasons:

1. That the attorney named in the mortgage filed in these proceedings purported to sell the property described in these proceedings by a good and marketable title, free and clear of all liens and encumbrances.

2. That there have been filed among the Land Records of Anne Arundel County mechanics' liens as hereinafter enumerated which, on their face, do not show whether or not the lien for work and material was for work and material placed on the premises prior to or subsequent to the recording of the mortgage mentioned in these proceedings.

3. Said mechanics' liens hereinabove referred to being enumerated as follows:

Harrison Wood Floors, Inc. vs. The Key Construction Corporation, Occident Federal Savings & Loan Assn., Aurora Federal Savings & Loan Assn., Cecil C. Knighton & wife, Edith L. Hooper, The Farmers National Bank of Annapolis, Joseph P. Early & wife, Mechanics' Lien Docket No. G.T.C. No. 13, folio 32; Lots 42, 43, 44, 46, 68, and 69, Pride Village.

Max Ambach trading as Anchor Floor Covering vs. The Key Construction Corporation, Aurora Federal Savings & Loan Assn., et al, Mechanics' Lien Docket No. G.T.C. No. 13, folio 47; Lots 42, 43, 44, 46, 68, and 69, Pride Village.

Morton L. Kemper, Owner and trading as Lee Metal Products vs. The Key Construction Corporation, Aurora Federal Savings & Loan Assn., Cecil C. Knighton & wife, Mechanics' Lien Docket G.T.C. No. 13, folio 56; Lot 69, Pride Village.

Albert H. Jackson vs. The Key Construction Corporation, Occident Federal Savings & Loan Assn., Cecil C. Knighton & wife, Joseph P. Early & wife, Mechanics' Lien Docket No. G.T.C. No. 13, folio 60; Lots 42, 43, 44, 68 and 69, Pride Village.

FILED

1957 JUL 30 PM 2:38

13

C. W. Altland vs. Key Construction Corporation, Occident Federal Savings & Loan Assn., Aurora Federal Savings & Loan Assn., et al, Mechanics' Lien Docket G.T.C. No. 13, folio 64; Lots 42, 43, and 46, Pride Village.

James D. Hicks, County Surveyor, vs. The Key Construction Corportion, contractor, Occident Federal Savings & Loan Assn., Aurora Federal Savings & Loan Assn., et al, Mechanics' Lien Docket G.T.C. No. 13, folio 79, Lots 42, 43, 44, 45, 47, 48, 68, and 69, Pride Village.

4. That the mechanics' lien filed by James D. Hicks shows on its face that the work for which the claim was filed was begun prior to the recording of the mortgage foreclosed in these proceedings and therefore is a prior lien to the mortgage foreclosed in these proceedings.

5. And for such other reasons as may be shown at the hearing on these exceptions.

AND as in duty bound, etc.

CECIL KNIGHTON, INC.

R. Tilghman Brice, III, Solicitor for Exceptant

BY: Cecil Knighton
Cecil Knighton, President

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 30th day of July in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Cecil Knighton, President of Cecil Knighton, Inc., and made oath in due form of law that the matters and things set forth in the foregoing exception are true to the best of his knowledge and belief.

AS witness my hand and Notarial seal.

Melvin L. Butler
Notary Public

14

LIBER 109 PAGE 210

I HEREBY CERTIFY that on this 30th day of July, 1957, I mailed a copy of the foregoing Exception to William F. Podlich, Charles Street at Saratoga, Baltimore 1, Maryland, attorney named in mortgage; Frankie Wilson, 25 Baltimore-Annapolis Blvd., Glen Burnie, Maryland, attorney for Harrison Wood Floors, Inc; Louis M. Strauss, 124 South Street, Annapolis, Maryland, attorney for Max Ambach, trading as Anchor Floor Covering; Frankie Wilson, attorney for Morton L. Kemper, Owner and trading as Lee Metal Products; James W. Blackhurst, 1 Central Avenue, S.W., Glen Burnie, Maryland, attorney for Albert H. Jackson; Louis M. Strauss, attorney for C. W. Altland; Noah A. Hillman, Maryland Hotel Building, Annapolis, Maryland, attorney for James D. Hicks, County Surveyor.

R. Tilghman Brice, III, Solicitor
for Exceptant

15

LIBER 109 PAGE 211

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF THE KEY CONSTRUCTION CORPORATION, a body corporate	:	NO. 12,147 EQUITY
	:	IN THE CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

PETITION FOR SUBSTITUTION OF PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Cecil Knighton, Inc. respectfully shows:

1. That it was the purchaser of the property mentioned in these proceedings, namely, Lots Nos. 42, 68, and 69 as shown on the Plat of Pride Village.

2. That your Petitioner has sold all its right, title, and interest in said property to Pride Village, Incorporated.

Therefore, your Petitioner prays the Court to pass an order substituting Pride Village, Incorporated as purchaser in the aforementioned proceedings in the place and stead of Cecil Knighton, Inc.

AND, AS IN DUTY BOUND, ETC.

CECIL KNIGHTON, INC.

R. Tilghman Brice, III, Solicitor for the Petitioner

BY Cecil C. Knighton, Pres.
Cecil C. Knighton, President

PRIDE VILLAGE, INCORPORATED hereby certifies that it has purchased all the right, title and interest to the property sold in these proceedings, being Lots Nos. 42, 68, and 69 as shown on the Plat of Pride Village, and consents to the substitution of itself as purchaser in these proceedings, and hereby agrees to comply with the terms of sale.

PRIDE VILLAGE, INCORPORATED

BY Cecil C. Knighton, Pres.
Cecil C. Knighton, President

FILED
1957 DEC 10 PM 2:55

14

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 10th day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CECIL C. KNIGHTON, President of CECIL KNIGHTON, INC., and made oath in due form of law that the matters and facts set forth in the foregoing Petition for Substitution of Purchaser are true to the best of his knowledge and belief; and also at the same time personally appeared CECIL C. KNIGHTON, President of PRIDE VILLAGE, INCORPORATED, and made oath in due form of law that the matters and facts as set forth in the foregoing Consent are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

MELISSA L. CULLEN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Melissa L Cullen
Notary Public

ORDER

Ordered by the Circuit Court for Anne Arundel County this 10th day of December, 1957, upon the foregoing Petition and Consent, that Pride Village, Incorporated be and it is hereby substituted as purchaser of the property sold in these proceedings, namely, Lots Nos. 42, 68, and 69 as shown on a Plat of Pride Village, in the place and stead of Cecil Knighton, Inc.

FILED JAN 7 1958 P.M. 4:00

Matthew S. Evans
JUDGE

I HEREBY CERTIFY, That on this 10th day of December, 1957, I mailed a copy of the foregoing Petition and Consent to William F. Podlich, attorney named in mortgage; ~~Frankie Wilson, attorney for Harrison Wood Floors, Inc.; Louis M. Strauss, attorney for Max Ambach; Frankie Wilson, attorney for Morton D. Kemper; James W. Blackhurst, attorney for Albert H. Jackson; Louis M. Strauss, attorney for G. W. Altland; and Noah A. Hillman, attorney for James D. Hicks.~~

R. Tilghman Brice, III, Solicitor for the Petitioner

15

LIBER 109 PAGE 213

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF THE KEY CONSTRUCTION CORPORATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,147 - Equity

* * *

D E C R E E

The exceptions of Cecil Knighton, Inc., purchaser at the foreclosure sale, to the final ratification of the sale, coming on for hearing and being submitted, counsel were heard, testimony, including all mechanics' lien claimants, was taken in open court, all claimants except James D. Hicks admitted their services were rendered subsequent to the recording of the mortgage, and counsel for James D. Hicks admitted that notice as required by the statute was not given by his client, the proceedings were read and considered.

It is thereupon, this 7th day of January 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the exceptions to the final ratification of the sale be, and they are hereby, overruled.

It is further ORDERED that the sale made and reported by William F. Podlich, attorney named in the mortgage, be, and the same is hereby finally ratified and confirmed; and the attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the auditor$.

FILED
1958 JAN 7
P.M. 4:00

Matthew S. Evans
Judge

In the Case of

LIBER 109 PAGE 214

In the Matter of the Sale
of the
Mortgaged Fee Simple Property
of ~~Mrs~~
The Key Construction Corporation,
a body corporate

In the

Circuit Court

For

Anne Arundel County

No. 12,147 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

April 1, 1958

All of which is respectfully submitted.

Laura K. Eichling
Auditor.

FILED

1958 APR -7 AM 11:41

Dr. in ac.

In the Matter of the Sale of the Mortgaged Fee Simple Property of The Key Construction Corporation, a body corporate

To Attorney for Fee, viz:		150	00	
To Attorney for Commissions, viz:		916	06	1,066 06
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Defendant's Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		51	25	
Jos. W. Alton, Jr. - Sheriff's costs		6	75	
Shirley Miller - Stenographer's fee		5	00	
Auditor - stating this account and two copies		31	50	114 50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale		83	44	
Capital-Gazette Press - order nisi (sale)		8	00	
Capital-Gazette Press - order nisi (acct)		6	00	
Capital-Gazette Press - advertising sale in Evening Capital		8	44	
The Sun - advertising sale		20	55	
U.S. Fidelity & Guaranty Co.-bond premium		120	00	
E.T. Newell & Co., Inc.- auctioneer's fee		580	00	
Home Insurance Co. - renewal premium on fire insurance policy		76	84	
One-half Federal documentary stamps		17	03	
One-half State documentary stamps		17	02	
Elsie Curtis - notary fees		1	00	
				938 32
To Aurora Federal Savings and Loan Ass'n, mortgagee - in full for mortgage claim, viz:				
Amount of Claim Filed	$28,236.63			
Interest on principal balance of $27,600.00 from 6/11/57 to 3/11/58 (Order 3/29/58)	1,242.00			
		29,478	63	29,478 63
To Cecil C. Knighton and Martha E. Knighton, his wife, second mortgagees - this balance on account mortgage claim		306	89	306 89
				31,904 40
Amount of second mortgage claim, viz:				
Principal balance		5,200	00	
Interest from 3/12/56 to 6/11/57		390	00	
		5,590	00	
Cr. Amount allowed above		306	89	
Balance due		5,283	11	

18

with

William F. Podlich, Attorney named in Mortgage

Cr.

1957						
June	11	Proceeds of Sale	30,500	00		
		Interest on deferred payment of $29,500.00 to 3/6/58 - 8 months 25 days	1,302	90	31,802	90
		Refund 1957 State and County taxes on lots only ($17.90) - 6 months 19 days	9	93		
		Refund amounts advanced for fire insurance, viz:				
		From 6/11/57 to 8/20/57	14	73		
		Renewal premium paid 8/26/57	76	84	101	50
					31,904	40

19

1958 APR -7 AM 11:41

FILED

LIBER 109 PAGE 217

ORDER NISI

In the Matter of the Sale of the Mortgaged Fee Simple Property of ~~VERSUS~~

The Key Construction Corporation, a body corporate

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,147 Equity.

ORDERED, This 7 day of April, 1958 That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12 day of May next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of May, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

20

FILED

1958 MAY 13 PM 3:28

Benjamin Mechaelson
Judge

OFFICE OF

Maryland Gazette

LIBER 109 PAGE 218

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 30, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,147

Auditor account

The Construction Company

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of May, 1958. The first insertion being made the 10th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,147 Equity

In the Matter of the Sale of the Mortgaged Fee Simple Property of
The Key Construction Corporation, a body corporate

Ordered, this 7th day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of May next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-24

FILED

1958 MAY -1 PM 2:10

No. M. G. 13-45

21

LIBER 109 PAGE 219

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
THE KEY CONSTRUCTION CORPORATION	:	IN EQUITY

: : : : : : : : : : : :

No. 12,324 Equity

Mr. Clerk:

Please docket the above entitled case, and file Petitioner's Exhibit No. 1.

Alfred J. O'Ferrall, Jr.
Attorney named in Mortgage

FILED
1957 JUL -3 PM 2:53

PETITIONER'S EXHIBIT NO. 1

LIBER 109 PAGE 220 No. 12221 Equity

LIBER 1040 PAGE 255

This Mortgage, made this 27th day of June in the year one thousand nine hundred and fifty-six, between THE KEY CONSTRUCTION CORPORATION, a body corporate,

of Anne Arundel County, in the State of Maryland, Mortgagor and OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

Whereas the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY has this day loaned to THE KEY CONSTRUCTION CORPORATION

the sum of EIGHT THOUSAND AND 00/100 - - - - - - $8,000.00 - - - - - - - - - - DOLLARS, (being part of the purchase money for the property hereinafter described), which said sum the said Mortgagor agrees to repay ~~in consecutive~~ with interest thereon from the date hereof, at the rate of 6% per annum, in the manner following: six months from the date hereof; interest payable monthly.

~~By the payment of / DOLLARS, / plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.~~

~~The said installment payments may be applied by the Mortgagee in the following order: First: To the payment of interest; Second: To the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, fire, tornado and comprehensive coverage insurance premiums and other charges affecting the hereinafter described premises; Third: Towards the payment of the aforesaid principal sum.~~

This mortgage may be paid at any time before maturity by paying the balance of principal, all arrears of interest due thereon, and ninety (90) days' interest in advance.

And Whereas, this mortgage shall also secure future advances, as provided by Chapter 178 of the Laws of Maryland, passed at the January Session in the year 1955, or any supplement thereto.

Now Therefore, this mortgage witnesseth, that in consideration of the premises and of One Dollar, the said THE KEY CONSTRUCTION CORPORATION

do es grant unto the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all that lot, piece, or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 48, in the development of Pride Village, as shown on the plat of Pride Village, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 39, as surveyed by James D. Hicks, Registered Surveyor, in September, 1953.

BEING the same lot of ground in a Deed dated June 6, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, folio 397, from Louis S. Hill and Evelyne J. Hill, his wife, and Joseph R. Johnston and Elizabeth M. Johnston, his wife, to The Key Construction Company.

SEE ALSO Confirmatory Deed dated June 12, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1036, folio 232, from Louis S. Hill, et al, to The Key Construction Corporation.

FILED
1957 JUL -3 PM 2 53

2

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To Have and to Hold the said lot of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of **in fee simple.**

If, however, the said Mortgagor , **its successors** or assigns, shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

And the said Mortgagor for **itself, its successors** and assigns, covenant s with the said Occident Federal Savings and Loan Association of Baltimore City, its successors and assigns, as follows:

I: To repay the indebtedness, together with interest, as herein provided.

II: To keep the buildings on the premises insured against loss by fire, windstorm and other insurable hazards for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee; the proceeds of any loss thereunder to be paid to the Mortgagee alone, and not to the Mortgagee and Mortgagor jointly.

III: Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV: To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable, when payable. The Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together wi'' said interest thereon.

V: That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI: That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII: That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days, or after default in the performance of any of the aforegoing covenants for thirty days.

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage, as herein provided), or the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, or Alfred J. O'Ferrall, Jr., its duly authorized attorney or agent, after default in the terms and conditions of this mortgage, to sell the herein mortgaged property, and any such sale, whether under the above consent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon the sale of said property under the powers herein granted the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property, equal to the commission usually allowed Trustees for making sale of similar property, by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than One Hundred - - - $100.00 - -dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance, if any, to the said Mortgagors, their heirs, executors, administrators or assigns.

Witness the corporate seal of the said body corporate and the signature of Joseph R. Johnston, President.

THE KEY CONSTRUCTION CORPORATION

WITNESS:

Joseph R. Johnston (SEAL)

BY: Joseph R. Johnston, President

John P. O'Ferrall (SEAL)

(SEAL)

(SEAL)

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 27th day of June, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Joseph R. Johnston, President of The Key Construction Corporation,

the Mortgagor named in the aforegoing mortgage and acknowledged said Mortgage to be the corporate act. of said body corporate.

At the same time also appeared William L. Cooney, President of said body corporate, the Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

John P. O'Ferrall Notary Public.

Rec'd for record June 28 1956 at 9.05 A.M.

Mailed to O'Ferrall & O'Ferrall

LIBER 109 PAGE 223

MORTGAGE

FROM THE KEY CONSTRUCTION CORPORATION

TO OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

Block No. .....

Received for Record ..... 19 ..... at ..... o'clock ..... M. Same day recorded in Liber ..... No. ..... Folio ..... one of the Land Records of ..... and examined per ..... Clerk.

Cost of Record, $ .....

O'FERRALL & O'FERRALL
Attorneys at Law
1204 MERCANTILE TRUST BUILDING
Baltimore 2, Md.

THE DAILY RECORD COMPANY, BALTIMORE, MD.

Docket 17 Folio 57

Case No. 12,223

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THE KEY CONSTRUCTION CORPORATION	:	IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Debt due under terms of Mortgage dated June 27th, 1956, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1040, folio 255, from The Key Construction Corporation to Occident Federal Savings and Loan Association of Baltimore City:

Mortgage loan dated June 27th, 1956	$ 8,000.00
Five (5) months' Interest from April 1st, 1957 to August 31st, 1957, @ $40.00 monthly	200.00
Insurance premium paid on fire, etc. policy expiring June 27th, 1958	32.80
Total balance due Association	$ 8,232.80

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 31st day of July, 1957, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

John P. O'Ferrall
Notary Public.

JOHN P. O'FERRALL NOTARY PUBLIC BALTIMORE

FILED

1957 AUG -1 AM 10:25

Trustee's Bond LIBER 9 PAGE 116 No. 12,221 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 109 PAGE 224

THAT WE Alfred J. O'Ferrall, Jr., Baltimore, Maryland as principal, and Hartford Accident and Indemnity Company, Hartford, Connecticut, a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand and NO/100 - - ($9000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 29th day of July in the year of our Lord one thousand nine hundred and Fifty-Seven.

WHEREAS, the above bounden Alfred J. O'Ferrall, Jr. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell Lot 48 in Pride Village, Anne Arundel County, Plat Book 24, Folio 39, in fee simple mentioned in the proceedings in the case of Alfred J. O'Ferrall, Jr., Attorney named in mtge.

vs.

The Key Construction Corporation

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Alfred J. O'Ferrall, Jr. do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

John P. O'Ferrall
John P. O'Ferrall

Signed, sealed and delivered in the presence of

Jessie E. Meyer
Jessie E. Meyer

Alfred J. O'Ferrall, Jr. (SEAL)
Alfred J. O'Ferrall, Jr.

(SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)

Douglas H. Geer (SEAL)
Douglas H. Geer, Attorney-in-Fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the a corporation of the State of does hereby constitute and appoint its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said duly affixed by its Vice-President and attested by its Assistant Secretary, this day of , 195

By: *Vice President*

ATTEST:

Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

19

FILED

1957 AUG -1 AM 10:25

Assistant Secretary

Bond approved this 1st day of August 1957.
George P. Cromwell, Clerk

7

LIBER 109 PAGE 225

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	IN THE
vs.	:	CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
THE KEY CONSTRUCTION CORPORATION	:	IN EQUITY

: : : : : : : : : : : : No. 12,[illegible] Equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Alfred J. O'Ferrall, Jr., Attorney named in Mortgage from The Key Construction Corporation to Occident Federal Savings and Loan Association of Baltimore City, dated June 27, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1040, folio 255 (default having occurred thereunder), respectfully shows:

That after giving bond with security for the faithful performance of the trust and after having complied with all the other prerequisites as required by law, and after giving notice of the time, place, manner and terms of sale, by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for at least twenty days before the date of sale, as well as advertisement in the Sunpaper, a newspaper published in Baltimore City, he did, pursuant to said notices, attend the Court House Door, at Annapolis, Maryland, on Thursday, August 8, 1957, at 2:00 P. M., and then and there proceeded to sell the property in the following manner, that is to say:

Your Trustee offered at public sale, to the highest bidder, the land and improvements known and designated as Lot No. 48, in the development of Pride Village, as described in a Certificate of Publication filed in these proceedings,

And your Trustee sold said property to Cecil Knighton, Inc., at and for the sum of EIGHT THOUSAND SIX HUNDRED DOLLARS ($8,600.00), it being then and there the highest bidder therefor.

FILED

1957 AUG 12 AM 11:08

8

Terms of sale being cash, upon ratification of the sale.

Respectfully submitted,

Alfred J. O'Ferrall, Jr., Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, That on this 9th day of August, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ALFRED J. O'FERRALL, JR., Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report are true and correct as therein set forth.

As Witness my hand and Notarial Seal.

Notary Public.

9

ORDER NISI

LIBER 109 PAGE 227

ALFRED J. O'FERRALL, JR.,
Attorney named in Mortgage

versus

THE KEY CONSTRUCTION CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,221 Equity

Ordered, this 12 day of August, 1957, That the sale of the Property in these proceedings mentioned made and reported by Alfred J. O'Ferrall, Jr., Attorney named in Mortgage, ~~xxxxxx~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of September next.

The report states that the amount of sale ~~xxxxx~~ was $8,600.00

George T. Cromwell, Clerk.

FILED 1957 AUG 12
AM 11:08
True Copy,

TEST: ..... Clerk.

(Final Order)

ALFRED J. O'FERRALL, JR.,
Attorney named in Mortgage

versus

THE KEY CONSTRUCTION CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This ..... day of ....., 19 that the sale made and reported by the Trustee aforesaid, be and the same ..... hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

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LIBER 109 PAGE 228

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	NO. 12,221 EQUITY
	:	IN THE CIRCUIT COURT
vs.	:	FOR
THE KEY CONSTRUCTION CORPORATION	:	ANNE ARUNDEL COUNTY

: : : : : : : :

EXCEPTION TO RATIFICATION OF SALE

To the Honorable, the Judges of said Court:

Cecil Knighton, Inc., purchaser at the foreclosure sale of the property mentioned in these proceedings, by R. Tilghman Brice, III, its solicitor, excepts to the final ratification of the sale in these proceedings for the following reasons:

1. That the attorney named in the mortgage filed in these proceedings purported to sell the property described in these proceedings by a good and marketable title, free and clear of all liens and encumbrances.

2. That there has been filed among the Land Records of Anne Arundel County a mechanic's lien as hereinafter enumerated which, on its face, shows that the lien was for work and material placed on the premises prior to the recording of the mortgage mentioned in these proceedings.

3. Said mechanic's lien hereinabove referred to being enumerated as follows:

James D. Hicks, County Surveyor, vs. The Key Construction Corporation, contractor, Occident Federal Savings & Loan Assn., Aurora Federal Savings & Loan Assn., et al, Mechanics' Lien Docket G.T.C. No. 13, folio 79, Lots 42, 43, 44, 45, 47, 48, 68, and 69, Pride Village.

4. And for such other reasons as may be shown at the hearing on these proceedings.

AND as in duty bound, etc.

R. Tilghman Brice, III, Solicitor for Exceptant.

CECIL KNIGHTON, INC.

BY Cecil Knighton

Cecil Knighton, President

FILED

1957 SEP 13 PM 12:37

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 13th day of September, 1957, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Cecil Knighton, President of Cecil Knighton, Inc., and made oath in due form of law that the matters and things set forth in the foregoing Exception are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

[illegible]
Notary Public

I HEREBY CERTIFY that on this 13th day of September, 1957, I mailed a copy of the foregoing Exception to Ratification of Sale to Alfred J. O'Ferrall, Jr., Mercantile Trust Company Building, Baltimore 2, Maryland, Attorney named in Mortgage, and Noah A. Hillman, Maryland Hotel Building, Annapolis, Maryland, attorney for James D. Hicks, County Surveyor.

R. Tilghman Brice, III, Solicitor
for Exceptant

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LIBER 199 PAGE 230

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	IN THE
	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
THE KEY CONSTRUCTION CORPORATION	:	No. 12221 Equity

: : : : : : : : : : : : :

ANSWER TO EXCEPTIONS TO RATIFICATION OF SALE

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Answer of Alfred J. O'Ferrall, Jr., Attorney named in Mortgage, respectfully represents your Your Honors:

First: He admits the matters and facts set forth in Paragraph 1 of the exceptions.

Second: He admits the matters and facts set forth in Paragraph 2 of the exceptions.

Third: He denies the effectiveness of the claim of James D. Hicks, County Surveyor, as a mechanics' lien against Lot No. 48, Pride Village, for the reason that the services of the said surveyor do not constitute work done for or about Lot No. 48 as defined by Section 1 of Article 63 of the Public General Laws of Maryland, which section defines the work for which a lien can be obtained.

Fourth: And for such other reasons as may be shown at the hearing on these proceedings.

AND, AS IN DUTY, ETC.

Alfred J. O'Ferrall, Jr., Attorney
named in Mortgage

FILED
1957 SEP 17 PM 3:43

13

LIBER 109 PAGE 231

I Hereby Certify, that on this 16th day of September, 1957, I have mailed, by United States Post, a copy of the Answer to the Exceptions to the Ratification of Sale, above, to Noah A. Hillman, Maryland Hotel Building, Annapolis, Maryland, Attorney for James D. Hicks, County Surveyor, as well as a copy to R. Tilghman Brice, 3rd, Lee Building, 8 Church Circle, Annapolis, Maryland, Attorney for Cecil Knighton, Inc., Exceptant, both Post Prepaid.

Alfred J. O'Farrall, Attorney named in Mortgage.

LIBER 109 PAGE 232

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	NO. 12,221 EQUITY
	:	IN THE CIRCUIT COURT
vs.	:	FOR
THE KEY CONSTRUCTION CORPORATION	:	ANNE ARUNDEL COUNTY
	:	

PETITION FOR SUBSTITUTION OF PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Cecil Knighton, Inc. respectfully shows:

1. That it was the purchaser of the property mentioned in these proceedings, namely, Lot No. 48 as shown on the Plat of Pride Village.

2. That your Petitioner has sold all its right, title, and interest in said property to Pride Village, Incorporated.

Therefore, your Petitioner prays the Court to pass an order substituting Pride Village, Incorporated as purchaser in the aforementioned proceedings in the place and stead of Cecil Knighton, Inc.

AND, AS IN DUTY BOUND, ETC.

R. Tilghman Brice, III, Solicitor for Petitioner

CECIL KNIGHTON, INC.

BY: Cecil C. Knighton, President

PRIDE VILLAGE, INCORPORATED hereby certifies that it has purchased all the right, title and interest to the property sold in these proceedings, being Lot No. 48 as shown on the Plat of Pride Village, and consents to the substitution of itself as purchaser in these proceedings, and hereby agrees to comply with the terms of sale.

PRIDE VILLAGE, INCORPORATED

BY Cecil C. Knighton, President

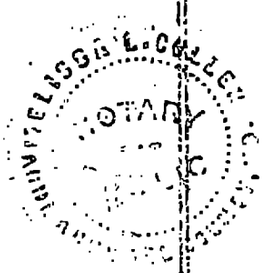
FILED
1957 DEC 10 PM 2:55

15

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 10th day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CECIL C. KNIGHTON, President of CECIL KNIGHTON, INC., and made oath in due form of law that the matters and facts set forth in the foregoing Petition for Substitution of Purchaser are true to the best of his knowledge and belief; and also at the same tire personally appeared CECIL C. KNIGHTON, President of PRIDE VILLAGE, INCORPORATED, and made oath in due form of law that the matters and facts as set forth in the foregoing Consent are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.



Notary Public

O R D E R

Ordered by the Circuit Court for Anne Arundel County this 10th day of December, 1957, upon the foregoing Petition and Consent, that Pride Village, Incorporated be and it is hereby substituted as purchaser of the property sold in these proceedings, namely, Lot No. 48 as shown on a Plat of Pride Village, in the place and stead of Cecil Knighton, Inc.

JUDGE

I HEREBY CERTIFY, That on this 10th day of December, 1957, I mailed a copy of the foregoing Petition and Consent to Alfred J. O'Ferrall, Jr., attorney named in mortgage, ~~and Mack A. Hillman, attorney for James R. Hicks~~.

R. Tilghman Brice, III, Solicitor for the Petitioner

FILED
1958 JAN -7 PM 3:49

16

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
THE KEY CONSTRUCTION CORPORATION	*	No. 12,221 - Equity

* * *

D E C R E E

The exceptions of Cecil Knighton, Inc., purchaser at the foreclosure sale, to the final ratification of the sale, coming on for hearing and being submitted, counsel were heard, testimony, including all mechanics' lien claimants, was taken in open court, all claimants except James D. Hicks admitted their services were rendered subsequent to the recording of the mortgage, and counsel for James D. Hicks admitted that notice as required by the statute was not given by his client, the proceedings were read and considered.

It is thereupon, this 7th day of January 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the exceptions to the final ratification of the sale be, and they are hereby, overruled.

It is further ORDERED that the sale made and reported by Alfred J. O'Ferrall, Jr., attorney named in the mortgage, be, and the same is hereby finally ratified and confirmed; and the attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the auditor.

FILED
1958 JAN -7 PM 3:51

Matthew J. Byrne
Judge

17

LIBER 109 PAGE 235

In the Case of

Alfred J. O'Ferrall, Jr.,
Attorney named in Mortgage
vs.
The Key Construction Corporation

In the

Circuit Court

For

Anne Arundel County

No. 12,221 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

April 1, 1958

All of which is respectfully submitted.

Laura K. Dickling
Auditor.

FILED

1958 APR -3 PM 1:31

18

Dr. Alfred J. O'Ferrall, Jr., Attorney named in Mortgage vs. The Key Construction Corporation in ac.

To Attorney for Commissions, viz:	296	94		
To Attorney for Fee, viz:	100	00	396	94
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	38	00		
Jos. W. Alton, Jr. - Sheriff's costs	1	25		
Auditor - stating this account	13	50		
Shirley Miller - Stenographer's fee	2	50	75	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	58		
The Sun - advertising sale	11	90		
Hartford Accident & Indemnity Co. - bond premium	36	00		
George W. Scible - auctioneer's fee	15	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
John P. O'Ferrall - notary fees	1	00	136	90
To Occident Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	8,296	42	8,296	42
			8,905	51
Amount of mortgage claim filed	8,232	80		
Interest on principal balance of $8,000. from 8/31/57 to 3/6/58 (Order 3/31/58)	248	00		
	8,480	80		
Cr. Amount allowed above	8,296	42		
Balance subject to decree in personam	184	38		

19

with

Alfred J. O'Ferrall, Jr., Attorney named in Mortgage

Cr.

1957							
Aug.	8	Proceeds of Sale	8,600	00			
		Interest on deferred payment from 8/8/57 to 3/6/58	297	97	8,897	97	
		Refund fire insurance premium	7	54	7	54	
					8,905	51	

LIBER 109 PAGE 238

ORDER NISI

Alfred J. O'Ferrall, Jr.,

Attorney named in Mortgage

VERSUS

The Key Construction Corporation

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,221 Equity.

FILED 1958 APR -3 PM 1:31

ORDERED, This 3 day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12 day of May next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of May, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 MAY 13 PM 3:28

[illegible]

OFFICE OF

Maryland Gazette

LIBER 109 PAGE 239 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,221 Equity

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage
VERSUS
THE KEY CONSTRUCTION CORPORATION

Ordered, this 3rd day of April, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of May next

GEORGE T. CROMWELL, Clerk

True Copy: TEST.
GEORGE T. CROMWELL, Clerk.

A-24

FILED
1958 MAY -1 PM 2:09

No. M. G. 15-39

22

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 30, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,221
Auditor account
The Key Construction Corp.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of May, 1958. The first insertion being made the 10th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 109 PAGE 240

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM R. LLOYD AND VERLA B. LLOYD, his wife

+ IN THE CIRCUIT COURT FOR ANNE ARUNDEL

+ COUNTY

+ NO. 12467 EQUITY

+

++++++++++++

NOTICE TO DOCKET PROCEEDINGS

MR. CLERK:

Please docket the above proceedings, file the original Mortgage attached hereto, and record the assignment shown thereon.

Malcolm B. Smith
Assignee for Purposes of Foreclosure.

FILED

1957 FEB 26 PM 12:22

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

LIBER 1133 PAGE 262

THIS MORTGAGE, Made this 27 day of June, 19 57, by and between

WILLIAM R. LLOYD AND VERLA B. LLOYD, HIS WIFE No 12,467 Equity

of Anne Arundel County, in the State of Maryland, Mortgagors, and

MonuMental Engineering, Inc.

, Mortgagee.

LIBER 109 PAGE 241

WHEREAS, the said Mortgagors are justly indebted to the Mortgagee in the full sum of

Four thousand two hundred fifty-seven and no/100

Dollars ($ 4,257.00), and have agreed to repay the said sum in 60 consecutive monthly instalments of

$ 70.95 each, (except the final instalment which shall be the balance then due on this Mortgage), commencing one month from the date hereof and continuing on the same date of each month thereafter until said sum is paid in full, at the office of the said Mortgagee or its assigns, with interest after maturing of the entire balance as herein provided at the rate of 6% per annum, and to secure the payment of which this Mortgage is executed.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, his or its personal representatives, successors or assigns

all that lot of ground and premises located in Anne Arundel County, known as

Lots 95A and 95B Bellnaven Beach

and more fully described in a Deed dated 2/28/56, from William R. Grap, Widower,

recorded among the Land Records of Anne Arundel County, Liber GTC 1010, Folio 561.

TOGETHER with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures.

TO HAVE AND TO HOLD the said lot of ground, with the improvements and appurtenances aforesaid, unto the said Mortgagee, his or its personal representatives, successors or assigns, [illegible] in fee simple.

PROVIDED, HOWEVER, if the said Mortgagors, their heirs, personal representatives or assigns, shall make the payments and perform the covenants and conditions herein mentioned on their part to be made and performed, then this Mortgage shall be void. And the said Mortgagors for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, his or its personal representatives, successors or assigns, as follows:

To pay to them the said monthly instalments promptly when due; to pay all ground rent and taxes or public charges for which the property hereby mortgaged may become liable when payable, and to exhibit the receipts therefor to the said Mortgagee on its demand and to keep the improvements on the said mortgaged property fully insured from loss by fire and other hazards and casualties as the said Mortgagee may from time to time require, for the use of the Mortgagee in some company acceptable to the said Mortgagee to the extent of its lien thereon, and to deliver the policy to the Mortgagee; to pay a "late charge" of $.05 per $1.00, maximum $5.00 on any instalment more than 15 days past due, to cover the extra expense involved in handling delinquent payments. The entire balance of the mortgage debt hereby secured shall immediately become due and payable, upon default in payment of any instalment hereinabove provided, or in event title to the herein mortgaged property be acquired by any person, partnership, or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the written consent of the Mortgagee, his or its personal representatives, successors or assigns, or in the event of a default in any of the covenants or conditions of this Mortgage.

AND, it is agreed that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the mortgaged property, and upon default the Mortgagors consent to the immediate appointment of a Receiver.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hands and seals of said Mortgagors.

WITNESS, as to all:

Notary Thomas A. Brown

William R. Lloyd (SEAL)

Verla B. Lloyd (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, }
County of Anne Arundel } to wit:

I HEREBY CERTIFY, That on this 27 day of June, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid personally appeared William R. Lloyd and Verla B. Lloyd, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time appeared Richard A. Brown, President, who made oath in due form of law that he is the Agent of Monumental Engineering, Inc. the Mortgagee and duly authorized to make this affidavit, and as said Agent, made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and I, the subscriber, hereby further certify that the persons named in this acknowledgment are personally known to me to be the same persons mentioned in the caption of the aforegoing Mortgage, who in my presence, signed and sealed the same.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

THOMAS A. BROWN NOTARY PUBLIC ANNE ARUNDEL

Thomas A. Brown, Notary Public

Filed 1957, Dec 26 PM 12:29

LIBER 1133 PAGE 263

ASSIGNMENT

Baltimore, Maryland June 27 1957

LIBER 109 PAGE 242

FOR VALUE RECEIVED, I/we hereby assign the within Mortgage and the debt thereby secured to

Baltimore Federal Savings & Loan Association

AS WITNESS my/our hand(s) and seal(s) the day and year first above written.

(Corporate Seal Here.)

TEST: Jean F. Strong

Jean F. Strong

Monumental Engineering, Inc.

by Richard A. Brown (SEAL)

Richard A. Brown
President (SEAL)

Rec'd for record July 9 1957 at 9:08 AM.

Mailed to Seymour S. Spector

File in BF4797

Equity Mortgage

FROM

William R. Lloyd and Verla R. Lloyd, his wife

TO

Monumental Engineering, Inc.

ASSIGNED TO

Baltimore Federal Savings & Loan Association

RECEIVED FOR RECORD on the day of ..... A.D. ..... at ..... o'clock ..... M., and recorded in Liber No. ..... Folio ..... one of the Land Records for

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 JUL -9 AM 9:08 & RECORDED IN LIBER GTC NO. 1133 FOLIO 262 GEO. T. CROMWELL, CLERK

Clerk

YMONDS

AT

EQUITABLE BUILDING

BALTIMORE

M.B. Smith
88 State Circle

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 NOV -5 AM 9:07 & RECORDED IN LIBER GTC NO. 1133 FOLIO 263 GEO. T. CROMWELL, CLERK

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 JUL -9 AM 9:08 & RECORDED IN LIBER GTC NO. 1133 FOLIO 263 GEO. T. CROMWELL, CLERK

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 DEC 26 AM 11:20 & RECORDED IN LIBER GTC NO. 1133 FOLIO 263 GEO. T. CROMWELL, CLERK

100

TEST:

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year above written.

day of ..... 19.....

RELEASE

FOR VALUE RECEIVED, the within Mortgage and the debt thereby secured is hereby released by the undersigned this

LIBER 109 PAGE 243

ASSIGNMENT

Baltimore, Maryland OCT 2 1957, 1957

FOR VALUE RECEIVED, we hereby assign the within Mortgage and the debt thereby secured to:

MONUMENTAL ENGINEERING, INC.

AS WITNESS our hands and seal the day and year first above written.

BALTIMORE FEDERAL SAVINGS & LOAN ASSOCIATION

TEST:

BY William W. Simpson, Asst. Secretary

by Charles L. Ashley, Asst. Vice President

ASSIGNMENT

FOR PURPOSES OF FORECLOSURE, the within Mortgage and the Debt thereby secured is assigned to MALCOLM B. SMITH, Attorney.

WITNESS the signature of the duly authorized officer of the Mortgagee and its Corporate Seal hereunto affixed this 18th Day of December, 1957.

MONUMENTAL ENGINEERING, INC.

by

PRESIDENT

Richard [illegible] Brown

LIBER 109 PAGE 244

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM R. LLOYD AND VERLA B. LLOYD, His wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 12,467 Equity

STATE OF MARYLAND, Anne Arundel County, Sct:

I, Malcolm B. Smith, being duly sworn, do depose and say:

(1) That I am a resident of Anne Arundel County in the State of Maryland.

(2) That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether William R. Lloyd and Verla B. Lloyd the Defendant s in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendant is about ..... years of age, is ..... married, has ..... child , lives with .....
at .....
is employed by .....
at .....
and has been so employed for about .....

(4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within 60 * days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 28th day of December, 1957.

Malcolm B. Smith Affiant.

Notary Public.

*Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

FILED

1957 DEC 26 PM 12:30

LIBER 109 PAGE 245

In the matter of the mortgaged	+	IN THE CIRCUIT COURT FOR
real estate of WILLIAM R. LLOYD	+	ANNE ARUNDEL COUNTY
and VERLA B. LLOYD, his wife	+	NO. [illegible] EQUITY
	+	

+++++++++

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from William R. Lloyd and Verla B. Lloyd, his wife, dated June 27, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1133, folio 262	$ 4,257.00
Interest from July 27, 1957 to December 23, 1957	103.60
Total amount of mortgage indebtedness	$ 4,360.60

[signature]
Malcolm B. Smith
Assignee for purposes of foreclosure.

STATE OF MARYLAND,
ANNE ARUNDEL COUNTY,
TO WIT:

I HEREBY CERTIFY that on this 26 day of December, 1957, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MALCOLM B. SMITH, Assignee of the above mortgage claim for purposes of foreclosure, and he acknowledged the aforegoing statement of mortgage claim to be true and just as therein set forth.

WITNESS my hand and Notarial Seal: [signature]
Notary Public

COLM B. SMITH
TORNEY AT LAW
NNAPOLIS, MD.

LIBER 109 PAGE 246

IN THE MATTER OF THE SALE OF	:	NO. 12,467 EQUITY
THE MORTGAGED REAL ESTATE OF	:	IN THE
WILLIAM R. LLOYD AND	:	CIRCUIT COURT
VERLA B. LLOYD, HIS WIFE	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : : :

LIBER 9 PAGE 201

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Malcolm B. Smith and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Six thousand dollars ($6,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 30 day of December, in the year Nineteen hundred and fifty-seven.

WHEREAS, the above bounden Malcolm B. Smith, by virtue of the power contained in a mortgage from William R. Lloyd and Verla B. Lloyd, his wife, to the Monumental Engineering Company, bearing date the twenty-seventh day of June, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1133, folio 262, and assigned by mesne assignments to Malcolm B. Smith on December 18, 1957, for the purposes of foreclosure, and

WHEREAS, default having been made in the payment of the said mortgage debt and interest, the said Malcolm B. Smith, under said power, is about to sell said property.

Bond Approved this
31st day of December, 1957
George W. Cromwell Clerk

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THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Malcolm B. Smith shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden Malcolm B. Smith set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first hereinabove written.

Signed, sealed and delivered in the presence of

[signature] (SEAL)
Malcolm B. Smith

Myrtle Sturm NATIONAL SURETY CORPORATION

By: [signature]
Attorney-in-fact

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MALCOLM B. SMITH, Attorney
88 State Circle
Annapolis, Maryland

Assignee's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from WILLIAM R. LLOYD and VERLA B. LLOYD, his wife, dated June 27, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1133, folio 262, default having occurred thereunder, the undersigned Assignee will offer for sale at public auction at the Court House door in the City of Annapolis, on

Tuesday January 28th, 1958, at 11 o'clock A. M.

All that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, described as follows:

Known and designated as Lots 95A and 95B as shown on a Plat of Bellhaven Beach, Anne Arundel County, Maryland, recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 3; being the same property which by Deed dated February 23, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1010, folio 561, was conveyed from William R. Grap, Widower, to the said William R. and Verla B. Lloyd.

The above property is improved by a one-story frame dwelling house.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of the sale by the Circuit Court for Anne Arundel County, the deferred balance to bear interest from the date of sale; all taxes and public charges to be adjusted to the date of sale.

For further particulars, apply to

MALCOLM B. SMITH,
88 State Circle,
Annapolis, Maryland
GEORGE W. SCIBLE,
Auctioneer

J-23

OFFIC' OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 248

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 28 1958

We hereby certify, that the annexed

Assignee's Sale

12,467 Equity

William R. Lloyd

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of January, 1958. The first insertion being made the 9th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
By Irene Tate
1958 JAN 30 PM 3:50

8

Legal Notice

MALCOLM B. SMITH, Attorne.
88 State Circle
Annapolis, Maryland

Assignee's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from WILLIAM R. LLOYD and VERLA B. LLOYD, his wife, dated June 27, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1133, folio 262, default having occurred thereunder, the undersigned Assignee will offer for sale at public auction at the Court House door in the City of Annapolis, on

Tuesday January 28th, 1958, at 11 o'clock A. M.

All that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, described as follows:

Known and designated as Lots 95A and 95B as shown on a Plat of Bellhaven Beach, Anne Arundel County, Maryland, recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 3; being the same property which by Deed dated February 23, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1010, folio 561, was conveyed from William R. Grap, Widower, to the said William R. and Verla B. Lloyd.

The above property is improved by a one-story frame dwelling house.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of the sale by the Circuit Court for Anne Arundel County, the deferred balance to bear interest from the date of sale; all taxes and public charges to be adjusted to the date of sale.

For further particulars, apply to

MALCOLM B. SMITH,
88 State Circle,
Annapolis, Maryland
GEORGE W. SCIBLE,
Auctioneer

J-23

OFFIC OF

Evening Capital

LIBER 109 PAGE 249 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 28, 1958

We hereby certify, that the annexed

Assignee Sale

Equity No. 12,467

William R. Lloyd

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for One successive weeks before the 28th day of January, 1958. The ~~first~~ insertion being made the 2nd day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JAN 30 PM 3:30 Verna Tate

9

GEORGE W. SCIBLE - - - - - - - - - - - - - - - Auctioneer

MALCOLM B. SMITH, Attorney
88 State Circle
Annapolis, Maryland

LIBER 109 PAGE 250
12,467 Equity

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from WILLIAM R. LLOYD and VERLA B. LLOYD, his wife, dated June 27, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1133, folio 262, default having occurred thereunder, the undersigned Assignee will offer for sale at public auction at the Court House door in the City of Annapolis, on

TUESDAY, JANUARY 28th, 1958

AT 11 O'CLOCK A.M.

All that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, described as follows:

Known and designated as Lots 95A and 95B as shown on a Plat of Bellhaven Beach, Anne Arundel County, Maryland, recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 3; being the same property which by Deed dated February 28, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1010, folio 561, was conveyed from William R. Grap, Widower, to the said William R. and Verla B. Lloyd.

The above property is improved by a one-story frame dwelling house.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of the sale by the Circuit Court for Anne Arundel County, the deferred balance to bear interest from the date of sale; all taxes and public charges to be adjusted to the date of sale.

For further particulars, apply to

MALCOLM B. SMITH,
88 State Circle,
Annapolis, Maryland

FILED
1958 JAN 30 PM 3:45

LIBER 109 PAGE 251

12,467 Equity

I, Thomas J. Wehlgemuth, hereby certify that I purchased at public auction on the 28th day of January, 1958, from Malcolm B. Smith, attorney and Assignee, all those lots or parcels of ground described on the reverse side hereof, at and for the sum of $1600.00, of which sum I have this day paid $300.00, as agent for Monumental Engineering, Inc.

Thomas J. Wehlgemuth, Agent
For Monumental Engineering, Inc.

I, GEORGE W. SCIBLE, hereby certify that I sold at public auction on this 28th day of January, 1958, for Malcolm B. Smith, attorney and Assignee, to Monumental Engineering, Inc., all those lots or parcels of land described on the reverse side hereof, at and for the sum of $ 1600.00, which was at the said sale the highest bid received.

George W. Scible, Auctioneer.

FILED
1958 JAN 30 PM 3:45

11

LIBER 109 PAGE 252

In the Matter of the Mortgaged Real Estate of WILLIAM R. LLOYD and VERLA B. LLOYD, his wife	+	IN THE CIRCUIT COURT FOR
	+	ANNE ARUNDEL COUNTY
	+	NO. 12,467 EQUITY

++++++++++++

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Malcolm B. Smith, Assignee of the Mortgage filed in these proceedings for the purposes of foreclosure, respectfully shows:

That under and by virtue of a Power of Sale contained in a Mortgage from WILLIAM R. LLOYD and VERLA B. LLOYD, his wife, dated June 27, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1133, folio 262, the said Malcolm B. Smith, after determining that default had occurred under the terms of the said Mortgage, and after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland - Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage for sale at public auction at the Court House Door in the City of Annapolis, on Tuesday, January 28, 1958, at 11:00 o'clock A.M., and then and there sold the said property to Monumental Engineering, Inc., a body corporate, at and for the sum of ONE THOUSAND, SIX HUNDRED DOLLARS ($1,600.00), the said sum being the highest bid received therefor, the said property being described as follows:

> All that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lots 95A and 95B as shown on a Plat of Bellhaven Beach, Anne Arundel County, Maryland, recorded among the Plat Records of said County in Plat Book No. 1, folio 3; being the same property which by Deed dated February 28, 1956, and recorded among the said Land Records in Liber G.T.C. No.1010, folio 561, was conveyed from William R. Grap, Widower, to William R. Lloyd and Verla B. Lloyd, his wife.

And the said attorney further reports that he has received from the said purchaser a deposit as required by the terms of the sale, and the purchaser has agreed to comply with the terms of sale, which are as follows: A cash deposit of FIVE HUNDRED DOLLARS ($500.00) at the time and place of sale, the balance of the purchase price to be paid in cash upon final ratification of

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED

1958 JAN 30 PM 3:45

12

the sale by the Circuit Court for Anne Arundel County, the deferred balance to bear interest from the date of sale, all taxes and public charges to be adjusted to the date of sale.

AND AS IN DUTY BOUND, etc.

Malcolm B. Smith,
Assignee for Purposes of Foreclosure.

STATE OF MARYLAND,
ANNE ARUNDEL COUNTY,
TO WIT:

I HEREBY CERTIFY that on this 30 day of January, 1958, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MALCOLM B. SMITH, Assignee of the Mortgage filed in these proceedings for the purposes of foreclosure, and he made oath in due form of law that the matters and things stated in the aforegoing report of sale are true and correct to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal:

Notary Public

LCOLM B. SMITH
TTORNEY AT LAW
NNAPOLIS, MD.

ORDER NISI

LIBER 109 PAGE 254

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

xxxxxx

WILLIAM R. LLOYD and
VERLA B. LLOYD, his wife

No. 12,467 Equity

Ordered, this 30 day of January, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Malcolm B. Smith, Assignee xxxxxx

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10 day of March next.

The report states that the amount of sales xxxx was $ 1,600.00

FILED 1958 JAN 30 PM 3:49

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

xxxxx

WILLIAM R. LLOYD and
VERLA B. LLOYD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of March, 1958, that the sale made and reported by the Assignee xxxxxx aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee xxxxxx allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED
1958 MAR 12 PM 12:12

Benjamin Michaelson
Judge

14

OFFICE OF

Maryland Gazette

LIBER 109 PAGE 255

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,467

William R. Lloyd

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of March, 1958. The first insertion being made the 6th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgus

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,467 Equity

In the Matter of the Mortgaged Real Estate of
WILLIAM R. LLOYD and
VERLA B. LLOYD, his wife

Ordered, this 30th day of January, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Malcolm B. Smith, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

The report states that the amount of sale was $1,600.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-27

No. M. G. 336

FILED
1958 MAR -7 AM 10:31

LIBER 109 PAGE 256

In the matter of the mortgaged	+	IN THE CIRCUIT COURT FOR
real estate of WILLIAM R. LLOYD	+	ANNE ARUNDEL COUNTY
and VERLA B. LLOYD, his wife	+	NO. 12,467 EQUITY
	+	

++++++++++

CORRECTED STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from William R. Lloyd and Verla B. Lloyd, his wife, dated June 27, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1133, folio 262 . . . . . $ 3,126.00

Interest from July 27, 1957 to January 28, 1958 . . . . . 93.78

Total amount of mortgage indebtedness $3,219.78

Malcolm B. Smith
Assignee for purposes of foreclosure.

STATE OF MARYLAND,
ANNE ARUNDEL COUNTY,
TO WIT:

I HEREBY CERTIFY that on this 25 day of March, 1958, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MALCOLM B. SMITH, Assignee of the above mortgage claim for purposes of foreclosure, and he acknowledged the aforegoing statement of mortgage claim to be true and just as therein set forth.

AS WITNESS my hand and Notarial Seal:

Alice K. L. Wood
Notary Public

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1958 MAR 26 PM 2:13

16

In the Case of

LIBER 109 PAGE 257

In the Matter of the Mortgaged
Real Estate
of
vs.
William R. Lloyd
and
Verla B. Lloyd, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,467 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

March 31, 1958

All of which is respectfully submitted.

Laura K. Kistler
Auditor.

FILED

1958 APR -2 PM 3:21

41

Dr. in ac.

In the Matter of the Mortgaged Real Estate of William R. Lloyd and Verla B. Lloyd, his wife

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	80	38	130	38
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	00		
Auditor - statingthis account	13	50	52	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	42	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbillw	11	49		
National Surety Corp. - bond premium	24	00		
George W. Scible - auctioneer's fee	20	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Myrtle Sturm - notary fee		50		
Alice L. Wood - notary fees	1	00	116	71
To Assignee for Taxes, viz: 1958 State and County taxes ($4.25) - 28 days		32		32
To Monumental Engineering, Inc., mortgagee- this balance on account mortgage claim	1,311	09	1,311	09
			1,611	00
Amount of mortgage claim filed	3,219	78		
Cr. Amount allowed above	1,311	09		
Balance subject to decree in personam	1,908	69		

18

with

Malcolm B. Smith, Assignee

Cr.

1958				
Jan.	28	Proceeds of Sale	1,600 00	
		Interest on deferred payment of $1,100.00 to 3/28/58	11 00	1,611 00
				1,611 00

15

LIBER 109 PAGE 260

1958 APR -2 PM 3:21

FILED

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~XXXXXXXXXX~~ William R. Lloyd and Verla B. Lloyd, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,467 Equity.

ORDERED, This 2 day of April, 19 58. That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12 day of May next.

Eugene T. Cromwell Jr.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of May, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 MAY 13 PM 3:27

Benjamin Michaelson
judge.

20

LIBER 109 PAGE 261 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,467 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM R. LLOYD and VERLA B. LLOYD, his wife

Ordered, this 2nd day of April, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of May next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of May next.
GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
A-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 30 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,467
Auditor Account

William R. Lloyd.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of May, 1958. The first insertion being made the 10th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

FILED

No. M. G. 1540 1958 MAY -1 PM 2:09

21

LIBER 109 PAGE 262

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
EUGENE PAUL ROUSH AND ELIZABETH C. ROUSH, his wife	:	(In Equity)
		No. 12,442

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Eugene Paul Roush and Elizabeth C. Roush, his wife to Baltimore Federal Savings and Loan Association, dated September 9th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 964 folio 13.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1957 DEC -7 AM 9:16

VA Form 4-6318 (Home Loan). Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 964 PAGE 13

MARYLAND
LIBER 109 PAGE 263

No. 12,442 Equity

MORTGAGE

THIS MORTGAGE, made this 9th day of September, A. D. 19 55, by and between EUGENE PAUL ROUSH and ELIZABETH C. ROUSH, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of ELEVEN THOUSAND NINE HUNDRED AND SIXTY-FIVE Dollars ($ 11,965.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore City, State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SIXTY and 63/100 Dollars ($ 60.63), commencing on the first day of November, 19 55, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 19 85. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 17, Block B, as shown on a Plat entitled "King's Heights" dated June, 1954, prepared by Edward Hall, III & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 25 Folio 15.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Cordelle Construction Company, Inc. unto said Mortgagors herein.

FILED

1957 DEC -7 AM 9:16

* Delete Italicized words if Mortgagee is not a building and loan association.

16—49390-7

TOGETHER with all buildings and improvements now and hereafter on, said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

30" Gas Range.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in Fee Simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

John R. Holland Jr.
JOHN R. HOLLAND, JR.

Eugene Paul Roush [SEAL]
EUGENE PAUL ROUSH

Elizabeth C. Roush [SEAL]
ELIZABETH C. ROUSH

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit: LIBER 964 PAGE 17

I HEREBY CERTIFY, That on this 9th day of September, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared EUGENE PAUL ROUSH and ELIZABETH C. ROUSH, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

John R. Holland Jr.
JOHN R. HOLLAND, JR. Notary Public

Rec'd for record Sept. 15, 1955, at 9 A.M.
Per George T. Cromwell, Clerk.
Mailed to The Colonial Title Guarantee Co.

plication No. 38598
Written by EMP
Approved by Examiner
Ready for Record

STATE OF MARYLAND

Mortgage and CHATTELS.

FROM

EUGENE PAUL ROUSH and ELIZABETH C. ROUSH, his wife,

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 15 SEPT 1955, at 9 o'clock A M.
Same day recorded in Liber GTC No. 764 Folio 13 &c., one of the Land Records of AACo
and examined per
GEORGE T. CROMWELL, Clerk
Cost of Record, $ 14.50 PD

THE COLONIAL TITLE GUARANTEE COMPANY

LIBER 109 PAGE 267

MILITARY AFFIDAVIT

Docket 17 folio 192

No. 12,442 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of December 1957 before me, the subdcriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Eugene Paul Roush and Elizabeth C. Roush, his wife against whom foreclosure proceedings were instituted are ~~is~~ not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that ~~have~~ they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that ~~are~~ they are not members of the Enlisted Reserve Corps, and ~~have~~ have not been ordered to report for service therein, ~~that~~ ~~to that effect~~ and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC

FILED

1957 DEC -7 AM 9:16

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

EUGENE PAUL ROUSH AND

ELIZABETH C. ROUSH, his wife

LIBER 109 PAGE 268

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,442 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from Eugene Paul Roush and Elizabeth C. Roush, his wife

to Baltimore Federal Savings and Loan Association

dated the 9th day of September 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 964 Folio 13 .

Amount of Mortgage		$11,965.00
Less - amount paid on principal		326.71
		11,638.29
Plus - interest to 2/5/58		356.50
		11,994.79
Plus - overdraft in expense account		41.02
		12,035.81

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 4th day of February in the year nineteen hundred and fifty-eight before me, the subscriber City, State aforesaid, a Notary Public of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

FILED

1958 FEB -5 PM 12:11

Clara M. Link

Clara M. Link Notary Public

xMortgagee Attorney's Bond.

1-369

LIBER 109 PAGE 269

262008

NEW AMSTERDAM CASUALTY COMPANY

LIBER 9 PAGE 230

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

No. 12,442 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland, - as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWELVE THOUSAND AND 00/100 ($12,000.00) - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 3rd - - - - - - - - - - - - - - - - - day of February - - - - - - in the year nineteen hundred and fifty-eight.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Eugene Paul Roush and Elizabeth C. Roush, his wife to the Baltimore Federal Savings & Loan Association bearing date the 9th - - - - day of September nineteen hundred and fifty-five- - - and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 964, Folio 13 xxxx

Anne Arundel Co. Md.
Lot 17 - Block "B" King's Heights

is about to sell the land and premises described in said Mortgage/default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell es do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Lurch

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

Attest:

[signature]
Assistant Secretary
V.N.Mercier

NEW AMSTERDAM CASUALTY COMPANY

G. Lee Burges
Vice-President G. Lee Burgess

Bond Approved this 5th day of February 1958
George T. Cromwell, Clerk

FILED
1958 FEB -5 PM 12:09

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building

Attorney's Sale

VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Eugene Paul Roush and Elizabeth C. Roush, his wife to Baltimore Federal Savings and Loan Association, dated September 9th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 964 folio 13 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 5th, 1958 at 3:45 P.M.

all that fee simple lot of ground situate and lying in the Fourth Election District of Anne Arundel County, at King's Heights, near Odenton, and described as follows:

Being known and designated as Lot No. 17, Block B, as shown on a Plat entitled "King's Heights" dated June, 1954, prepared by Edward Hall, III & Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 15.

Together with the buildings thereupon and all the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

In fee simple, subject to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a frame, one story, one family, detached dwelling, containing 6 rooms, 1 bath, concrete block foundation, hot water oil fired heat

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO. INC.,
Auctioneer

J-30

LIBER 109 PAGE 270

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
EUGENE PAUL ROUSH AND ELIZABETH C. ROUSH, his wife	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

No. 12,442 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 9th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 964 folio 13 from said Eugene Paul Roush and Elizabeth C. Roush, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 5th day of February, ~~xxx~~ 1958 at 3.45 P.M. attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County known as Lot No. 17, Block B, as shown on a Plat entitled "King's Heights" dated June, 1954, prepared by Edward Hall, III & Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio15, more particularly and at length described in the aforesaid Mortgage and in the attached advertisement of sale.

FILED
1958 FEB -7 AM 10:43

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Ten Thousand Five Hundred ($10,500.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of February, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

ORDER NISI

LIBER 109 PAGE 272

WALTER S. CALWELL, Attorney Named in Mortgage

versus

EUGENE PAUL ROUSH and ELIZABETH C. ROUSH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,442 Equity

Ordered, this 7 day of February, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of March next.

The report states that the amount of sales was $ 10,500.00

FILED 1958 FEB 7 AM 10:43

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

EUGENE PAUL ROUSH and ELIZABETH C. ROUSH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of March, 1958 that the sale made and reported by the Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans Judge

FILED

1958 MAR 18 PM 3:14

//

OFF OF

LIBER 109 PAGE 273

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,442 Equity

Walter S. Calwell, Attorney Named in Mortgage
Versus
Eugene Paul Roush and Elizabeth C. Roush, his wife

Ordered, this 7 day of February, 1958: That the sale of the property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of March next.

The report states that the amount of sale was $10,500.00.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:
GEORGE T. CROMWELL, Clerk
M-6

No. M. G. 327

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,442

Eugene Paul Roush

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of March, 1958. The first insertion being made the 13th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 MAR -7 AM 10:31

By W. Lightsman

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Build.

Attorney's Sale

VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Eugene Paul Roush and Elizabeth C. Roush, his wife to Baltimore Federal Savings and Loan Association, dated September 9th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 964 folio 13 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 5th, 1958.
at 3:45 P.M.

all that fee simple lot of ground situate and lying in the Fourth Election District of Anne Arundel County, at King's Heights, near Odenton, and described as follows:

Being known and designated as Lot No. 17, Block B, as shown on a Plat entitled "King's Heights" dated June, 1954, prepared by Edward Hall, III & Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 15.

Together with the buildings thereupon and all the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

In fee simple, subject to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a frame, one story, one family, detached dwelling, containing 6 rooms, 1 bath, concrete block foundation, hot water oil fired heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO. INC.,
Auctioneer

J-30

OFFIC OF

Maryland Gazette

LIBER 109 PAGE 274 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1958

We hereby certify, that the annexed

Attorney's Sale

Eugene Paul Roush

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of February, 1958. The first insertion being made the 9th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Dianne Tate

Filed 20 Mar., 1958, at 10:15 a.m.

LIBER 109 PAGE 275

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
Eugene Paul Roush
and
Elizabeth C. Roush, his wife

In the
Circuit Court
For
Anne Arundel County
No. 12,442 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

April 7, 1958

All of which is respectfully submitted.

Laura N. Fahling
Auditor.

FILED
1958 APR -9 PM 12:21

14

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Eugene Paul Roush and Elizabeth C. Roush, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	347	26	397	26
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	47	56		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	48	00		
E. T. Newell & Co., Inc.-auctioneer's fee	25	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	5	77		
Clara M. Link - notary fees	1	25	147	36
To Attorney for Taxes, viz:				
1958 State and County taxes ($131.28) - 1 month 5 days	12	76	12	76
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,961	87	9,961	87
			10,575	25
Amount of mortgage claim filed	12,035	81		
Cr. Amount allowed above	9,961	87		
Balance subject to decree in personam	2,073	94		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1958							
Feb.	5	Proceeds of Sale		10,500	00		
		Interest on deferred payment of $10,000.00 to 3/18/58		75	25	10,575	25
						10,575	25

19 19 19 count s wife rtgage nty URT Docket

FILED
1958 APR -9 PM 12:21

LIBER 109 PAGE 278

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
Eugene Paul Roush
and
Elizabeth C. Roush, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,442 Equity.

ORDERED, This 9 day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 19 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of May next.

[illegible]

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of May, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 MAY 20 PM 12:32

[illegible]
Judge

OFFICE OF

Maryland Gazette

LIBER 109 PAGE 279 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,442 Equity

WALTER S. CALWELL
Attorney named in Mortgage
VERSUS
EUGENE PAUL ROUSH and ELIZABETH C. ROUSH, his wife

Ordered, this 9 day of April, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 19 day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of May next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,442

Auditor account

Eugene Paul Roush

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of May, 1958. The first insertion being made the 17th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 15-68 1958 MAY -5 PM 1:52

MADALINE E. AYERS,
MILDRED AYERS DODSON and
ESTHER AYERS LEVAY,
heirs at law of
CHARLES E. MITCHELL, deceased
Turkey Point,
Mayo, Maryland

Complainants

vs.

JOSEPHINE and JEAN BLACK
1728 M Street, N.W.
Washington, D. C.
and all persons having or
claiming to have an interest
in the property known as
Lots numbers 12 and 13,
Block 22, Section A,
situate at Herald Harbor,
Anne Arundel County, Maryland

HELEN V. BOUSKETT
Herald Harbor
Crownsville, Maryland
and all persons having or
claiming to have an interest
in the property known as
Lots numbers 10 and 11,
Block 22, Amended Map of
Section A, Plat of Herald
Harbor, Anne Arundel County,
Maryland

RUDOLPH WOLFE
2930 K Street, S. E.,
Washington, D. C.
and all persons having
or claiming to have an inter-
est in the property known as
Lots numbers 54 and 55,
Block 21, situate at Herald
Harbor, Anne Arundel County,
Maryland

Respondents

LIBER 109 PAGE 280

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 1,982 EQUITY

.. ..

BILL OF COMPLAINT TO
FORECLOSE EQUITY AND
RIGHT OF REDEMPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

Madaline E. Ayers, Mildred Ayers Dodson and Esther Ayers Levay, heirs at law of Charles E. Mitchell, deceased, the Complainants in the above styled matter, by and through their Solicitor, Henry J. Tarantino, respectfully represents unto your Honors:-

FILED

1957 JAN -3 AM 11:38

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

1. That a search of the Land Records, the Records of the Register of Wills, the Equity and Law Records of Anne Arundel County, discloses that the Respondents, Josephine and Jean Black were the owners of the properties known as Lots Nos. 12 and 13, Block 22, Section A, Herald Harbor, Anne Arundel County, at the time they were sold at Tax Sale to the County Commissioners of Anne Arundel County by the County Treasurer.

That by deed dated August 7, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 335, folio 455, Thomas W. Davis, Treasurer, et al, conveyed the said lots nos. 12 and 13, Block 22, Section A, Herald Harbor, to Ruben J. Polyanski and Bertha A. Polyanski, his wife. The said Bertha A. Polyanski, Widow, by deed dated September 5, 1947, conveyed said lots nos. 12 and 13, Block 22, Section A, Herald Harbor to George W. Mitchell and Charles E. Mitchell, as Joint Tenants; the said George W. Mitchell having predeceased the said Charles E. Mitchell, who departed this life on April 10, 1955, leaving as his heirs at law the above named Complainants; said deed being recorded among the Land Records aforesaid in Liber J.H.H. No. 429, folio 53. The original deed is filed herewith and marked "Complainants' Exhibit No. 1" and prayed to be taken a part hereof.

2. That a search of the Land Records, the Records of the Register of Wills, the Equity and Law Records of Anne Arundel County, discloses that the Respondent, Rudolph Wolfe, was the owner of the properties known as Lots Nos. 54 and 55, Block 21, situate at Herald Harbor, Anne Arundel County, at the time they were sold at Tax Sale to the County Commissioners of Anne Arundel County by the County Treasurer.

That by deed dated October 23, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 388, folio 35, Thomas W. Davis, Treasurer, et al, conveyed the said lots nos. 54 and 55, Block 21, situate at Herald Harbor, to Ruben J. Polyanski and Bertha A. Polyanski, his wife, The said Bertha A. Polyanski, Widow, by deed dated September 5, 1947, conveyed said lots nos. 54 and 55, Block 21, situate at Herald Harbor, to

LIBER 409 PAGE 281

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

George W. Mitchell and Charles E. Mitchell, as Joint Tenants; the said George W. Mitchell having predeceased the said Charles E. Mitchell, who departed this life on April 10, 1955, leaving as his heirs at law the above named Complainants; said deed being recorded among the Land Records aforesaid in Liber J.H.H. No. 429, folio 53. The original deed, as hereinbefore stated, is filed as "Complainants' Exhibit No. 1".

3. That a search of the Land Records, the Records of the Register of Wills, the Equity and Law Records of Anne Arundel County, discloses that the Respondent, Helen V. Bouskett, was the owner of Lots nos. 10 and 11, Block 22, Amended Map of Section A, Plat of Herald Harbor, at the time they were sold at Tax Sale to the County Commissioners of Anne Arundel County by the County Treasurer.

That the County Treasurer and the County Commissioners of Anne Arundel County have conveyed said lots nos. 10 and 11, Block 22, Amended Map of Section A, Plat of Herald Harbor, to George W. Mitchell and Charles E. Mitchell, as Joint Tenants, by deed dated May 10, 1938 and recorded among the Land Records aforesaid in Liber F.A.M. No. 179, folio 368; the said George W. Mitchell having predeceased Charles E. Mitchell, who departed this life on April 10, 1955, leaving as his only heirs at law the above named Complainants. The original deed is filed herewith and marked "Complainants' Exhibit No. 2" and prayed to be taken a part hereof.

4. That on November 30, 1956, the Certificates of Tax Sales attached hereto and marked "Complainants' Exhibit No. 3" and prayed to be taken a part hereof, were issued by Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County.

5. That the properties mentioned in said Certificates of Tax Sales are described as follows:

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

(a) Certificate of Tax Sale No. 1181 - Lots Nos. 10 and 11, Block 22, Amended Map Section A, Plat of Herald Harbor and assessed to Helen V. Bouskett. The amount due on the day of sale was $35.00

(b) Certificate of Tax Sale No. 1182 - Lots Nos. 12 and 13, Block 22, Section A, situate at Herald Harbor and assessed to Josephine and Jean Black. The amount due on the day of sale was $52.51

(c) Certificate of Tax Sale No. 1183 - Lots Nos. 54 and 55, Block 21, situate at Herald Harbor and assessed to Rudolph Wolfe. The amount due on the day of sale was $20.50

6. That the above mentioned properties have not been redeemed by any party in interest, although more than one year from the date of sales has expired.

7. To redeem this property, it is necessary for the Respondent to pay the sums as set out after the description of said property, together with interest, taxes and penalties accuring subsequent to the day of sale as provided by Section 108 and 109 of Article 81 of the Code of Maryland (1951Edition)

8. That said Certificates of Tax Sales Nos. 1182 and 1183 were assigned by said County Commissioners of Anne Arundel County to the Complainants, as will more fully appear on said Certificates.

TO THE END, THEREFORE:

(1) That process issue and be directed to the Respondents named in said Bill of Complaint.

(2) That an Order of Publication issue directed to all parties in interest in the property.

(3) That a final Decree by this Honorable Court be passed foreclosing all rights of redemption of the Respondents and to the property described herein.

AND AS IN DUTY BOUND, etc.

Henry J. Tarantino
Henry J. Tarantino
Solicitor for Complainants
160 South Street
Annapolis, Maryland.

Madaline E. Ayers
Madaline E. Ayers

Mildred A. Dodson
Mildred Ayers Dodson

Esther Ayers Levay
Esther Ayers Levay

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY, that on this 16 day of December, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Madaline E. Ayers, Mildred Ayers Dodson and Esther Ayers Levay, the within Complainants, and each made oath in due form of law that the matters, facts and information, set forth in the foregoing Bill of Complaint to Foreclose Equity and Right of Redempti are true to thebest of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Henry J. Tarantino

Notary Public

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

NO TITLE EXAMINATION Edward G. Chaney 9/5/47

LIBER 429 PAGE 53 No. 11,982. Equity

LIBER 109 PAGE 285

THIS DEED, made this fifth day of September, in the year One Thousand Nine Hundred and Forty-seven, by and between Bertha A. Polyanski, widow, party of the first part, and George W. Mitchell and Charles E. Mitchell, parties of the second part, all of Anne Arundel County, State of Maryland, witnesseth:

THAT for and in consideration of the sum of Ten ($10.00) Dollars and divers other good and valuable considerations, the receipt whereof is hereby acknowledged, the above named Bertha A. Polyanski does hereby grant and convey unto the said George W. Mitchell and Charles E. Mitchell, as joint tenants and not as tenants in common, the survivor of them, their heirs and assigns, in fee simple, all those four lots or parcels of land situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, known and designated as LOTS Numbered Fifty-four (54) and Fifty-five (55) in Block Number Twenty-one (21) and LOTS Numbered Twelve (12) and Thirteen (13) in Block Number Twenty-two (22), all at HERALD HARBOR in the District, County and State aforesaid.

BEING, FOR THE FIRST TWO THEREOF, a part of that land conveyed unto the above named party of the first part and Reuben J. Polyanski, her husband, from Thomas W. Davis, Treasurer, et al., by deed dated October 23rd, 1945, and recorded among the Land Records of Anne Arundel County aforesaid on October 22nd, 1946, in Liber J.H.H. No. 388 at folio 35; and, BEING, FOR THE SECOND TWO THEREOF, all of that land conveyed unto the above named party of the first part and Reuben J. Polyanski, her husband, from Thomas W. Davis, Treasurer, et al., by deed dated August 7th, 1945, and recorded among the Land Records of Anne Arundel County aforesaid in Liber J.H.H. No. 335 at folio 455; the said Reuben J. Polyanski having departed this life, intestate, February 13th, 1947, and whose Estate was administered in the

6

FILED

1957 JAN -3 AM 11:39

"Complainant's Exhibit No. 1"

Orphans' Court for Anne Arundel County and is recorded in the Administration Docket No. 2, R.G.P., 242 at folio 103.

TOGETHER with all of the buildings and improvements thereupon erected and being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property to and unto the proper use of them, the said George W. Mitchell and Charles E. Mitchell, as joint tenants and not as tenants in common, the survivor of them, their heirs and assigns, in fe. simple, forever.

AND the said party of the first part does hereby cov enant that she will warrant specially all of the property hereb conveyed and that she will execute such other and further assur ances thereof as may be requisite.

AS WITNESS the hand and seal of the said party of the first part on the day and in the year first above written.

Witness:

Edward G. Chaney — Bertha A. Polyanski (SEAL)

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 5th day of September, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Bertha A. Polyanski who acknowledged the foregoing to be her voluntary deed and act.

WITNESS my hand and seal Notarial.

Edward G. Chaney, Notary Public

MY COMMISSION EXPIRES MAY 2, 1949.

Recorded- 5th- Sept. 1947- at 1 P.M.

LIBER 109 PAGE 287

I hereby certify that the property named in this deed has been transferred as provided by act 1921.
R. Harry Arnold,

D E E D

TAKE PAID TO DEC. 31, 1947
JOSEPH H. GRISCOM, SR.
Treas.

BERTHA A. POLYANSKI,
widow,

TO

GEORGE W. MITCHELL and
CHARLES E. MITCHELL

Lots 54 & 55, Block 21 and
Lots 12 & 13, Block 22 at
Herald Harbor, 2nd El. Dist.
Anne Arundel County, Md.

Received for Record 5 Day of Sept 1947 at 1 o'clock M and the same day recorded in Liber J.H.H., No 429 Fol. 563, Land Records of Anne Arundel County.
John H. Hopkins 3rd Clerk

EDWARD G. CHANEY
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COUNTY TRUST COMPANY BLDG.

1T 2.75
1T

No. 11,982 Equity

THIS DEED, made this 10th day of May, 1938, by and between C. Albert Hodges, late County Treasurer of Anne Arundel County, party of the first part, the County Commissioners of Anne Arundel County, a body corporate, party of the second part, and George W. Mitchell and Charles E. Mitchell, parties of the third part, Grantees, all of Anne Arundel County, State of Maryland.

WHEREAS, default having been made in the payment of State, County and School Taxes due and owing on the property hereinafter mentioned for the year 1930, and assessed to Helen V. Bouskett, and the said C. Albert Hodges, late County Treasurer and Collector of State, County and School Taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to, and did sell the property hereinafter mentioned and described to enforce the payment of said taxes so in default.

AND WHEREAS on the 14th day of November, 1933, the said C. Albert Hodges, late County Treasurer, sold said property hereinafter described, at public sale to the County Commissioners of Anne Arundel County at and for the sum of THIRTY-FIVE DOLLARS, it being then and there the highest bidder therefor,

AND WHEREAS said sale was duly reported to the Circuit Court for Anne Arundel County and after due publication of an Order Nisi, as required by law, the said sale was finally ratified and confirmed by said Court on January 12, 1938, and the said C. Albert Hodges, late County Treasurer, is authorized by law, to execute this deed.

AND WHEREAS the said County Commissioners of Anne Arundel County, a body corporate, has sold all its right, title and interest in said property unto the said George W. Mitchell and Charles E. Mitchell, their heirs and assigns in fee simple, and join in this deed for the purpose of conveying its right, title and interest in said property unto the said purchasers.

FILED "Complainant's Exhibit 2"

1957 JAN -3 AM 11:39

9

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of FIVE DOLLARS and other good and valuable considerations paid by the said parties of the third part to the said party of the first part and the said party of the second part, the receipt whereof is hereby acknowledged, the said parties of the first and second part do hereby grant and convey unto the said George W. Mitchell and Charles E. Mitchell, as joint tennants, their heirs and assigns in fee simple all those lots or parcels of land situate, lying and being in the Second Election District of Anne Arundel County, said lots being numbered 10 and 11 in Block 22, Section A. (amended map) Herald Harbor, Anne Arundel County, Maryland. Being the same lots of ground which were conveyed to Helen V. Bouskett by Herald Harbor, Inc. by deed dated August 1, 1925, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 4, folio 389.

TOGETHER with the buildings and improvements thereon erected, made or being and each and every the rights, roads, ways, waters, privileges, advantages and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said George W. Mitchell and Charles E. Mitchell, as joint tennants, their heirs and assigns in fee simple.

WITNESS the hand and seal of C. Albert Hodges, late Treasurer of Anne Arundel County, witness also the signature of Thomas J. Cullimore, President of the County Commissioners, a body corporate, and the corporate seal thereof duly affixed and attested by its Clerk.

Test: [illegible]

C. Albert Hodges (SEAL)
Late Treas. of A. A. County.

Attest: [illegible]
Clerk.

County Comm. of A.A. County.
a body corporate,

By Thomas J. Cullimore
President.

10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of May, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Albert Hodges, late Treasurer of Anne Arundel County, and acknowledged the aofe-going instrument to be his act and DEED and at the same time also personally appeared Thomas J. Cullimore, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the aforegoing instrument to be the act and DEED of said body corporate.

WITNESS my hand and Notarial Seal.

Notary Public

eby certify that
perty named in
has been trans-
provided by act

Harry Arnold,
Clerk.

LIBER 109 PAGE 291

C. A. Hodges

C OK
Jos H. Pepper
Jet

D-E-E-D

From

C. Albert Hodges, late Treas. of Anne Arundel County and The County Commissioners of Anne Arundel County, a body Corporate.

To

George W. Mitchell and Charles E. Mitchell.

Lots 10 and 11 Blk. 22 Sec. A, of Herald Harbor, Second Election District of A. A. County, Maryland.

Received for Record 11 day of May 1938, at 2:30 o'clock PM and same day recorded in Liber No. 179 Fol. 368 and Records of Anne Arundel County, Clerk.

Frank D. Munroe

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

1181

CERTIFICATE OF TAX SALE

I, Joseph T. Driscoll, Treasurer to C. Albert Hodges Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ November 14, 1933 I sold to George & Charles Mitchell at public auction for the sum of 35.00 Dollars and ..... Cents, of which 35.00 Dollars has been paid as a deposit on the property in District 2 described as Lots 10 - 11 Blk 22 Amended Map see A, Plat of Herald Harbor

and assessed to Helen V. Bauskett

LIBER 109 PAGE 292

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to ~~the~~ date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ Nov 15, 1934, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 30th day of November 1956

Joseph T. Driscoll
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 30th day of ~~October~~ November 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph T. Driscoll, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Lillian F. Carter
Notary Public.

My Commission Expires May 6, 1957

FILED

1957 JAN -3 AM 11:38

11,982 Equity COMPLAINANTS EXHIBIT 3

1182

CERTIFICATE OF TAX SALE

LIBER 109 PAGE 293

I Joseph H. Driscoll Successor to John M. Green Collector of Taxes for the State of Maryland and the County of Anne Arundel hereby certify that on October 9, 1939 I sold to ~~[illegible]~~ A. A. County Comm. ~~[illegible]~~ at public auction for the sum of 52.51 Dollars and ___ Cents of which 52.51 Dollars has been paid as a deposit on the property in District 2 described as Lots 1 to 8 and 46 to 53 Inc Blk 15 Sec E. and 54-55 Blk 12 Sec A & Lots 12-13 Blk 22 Sec A situated at Green Harbor

and assessed to Josephine A. Van Block

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption together with all other amounts specified by Chapter 761 of the Acts of 1943 and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10, 1946, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal this 30th day of November 1956

Joseph H. Driscoll Sr.
Collector

State of Maryland, Anne Arundel County, Set

I hereby certify that on this 30th day of ~~October~~ November 1956 before me the subscriber a Notary Public for the State of Maryland in and for Anne Arundel County personally appeared Joseph H. Driscoll Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Lillian J. Carter
Notary Public

My Commission Expires May 6, 1957

14

FILED

1957 JAN -3- AM 11 38

COMPLAINANT'S EXHIBIT No. 3

11,982 Equity

FOR VALUE RECEIVED, the County Commissioners for Anne Arundel County do hereby assign certificate of tax sale No. 1182 to Madaline E. Ayers, Mildred Ayers Dodson and Esther Ayers Levay, heirs at law of Charles E. Mitchell, deceased.

IN WITNESS WHEREOF, the County Commissioners of Anne Arundel County have caused these presents to be executed in its name and by its President, Ralph L. Lowman, and its corporate seal duly attested by its clerk, hereunto affixed, on this 11th day of December, 1956.

ATTEST:

Lucy F. Loskosky

Lucy F. Loskosky,
Clerk

COUNTY COMMISSIONERS FOR ANNE ARUNDEL COUNTY

By: Ralph L. Lowman (SEAL)
Ralph L. Lowman

12/11/56 Approved as to form:

1183 **CERTIFICATE OF TAX SALE** LIBER 109 PAGE 295

I, Joseph H. Priscom Sr., Successor to James A. Walton Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1941, I sold to A. A. Co. Comm. at public auction for the sum of 20.50 Dollars and ..... Cents, of which 20.50 Dollars has been paid as a deposit on the property in district 2 described as Lots 54-55 Blk 21 and lots 27-28 Blk 62 Sec 4 situated at Herald Harbor

and assessed to Rudolph Wolfe

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1942, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 30th day of November 1956

Joseph H. Priscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 30th day of ~~October~~ November 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Priscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Lillian C. Carter
Notary Public.

My Commission Expires May 6, 1957

15

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1957 JAN -3 AM 11:38

11982 Equity COMPLANANT'S EXHIBIT No 3"

FOR VALUE RECEIVED, the County Commissioners for Anne Arundel County do hereby assign certificate of tax sale No. 1183 to Madaline E. Ayers, Mildred Ayers Dodson and Esther Ayers Levay, heirs at law of Charles E. Mitchell, deceased.

IN WITNESS WHEREOF, the County Commissioners of Anne Arundel County have caused these presents to be executed in its name and by its President, Ralph L. Lowman, and its corporate seal duly attested by its clerk, hereunto affixed, on this 11th day of December, 1956.

ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky
Clerk

COUNTY COMMISSIONERS FOR ANNE ARUNDEL COUNTY

By Ralph L. Lowman (SEAL)
Ralph L. Lowman

Approved as to form
12/11/56
Marvin Andrews
Comm

MADALINE E. AYERS,
MILDRED AYERS DODSON and
ESTHER AYERS LEVAY,
heirs at law of
CHARLES E. MITCHELL, deceased
Turkey Point,
Mayo, Maryland

Complainants

vs

JOSEPHINE and JEAN BLACK
1728 K. Street, N.W.
Washington, D. C.
and all persons having or
claiming to have an interest
in the property known as
Lots numbers 12 and 13,
Block 22, Section A,
situate at Herald Harbor,
Anne Arundel County, Maryland

HELEN V. BOUSKETT
Herald Harbor,
Crownsville, Maryland
and all persons having or
claiming to have an interest
in the property known as
Lots numbers 10 and 11,
Block 22, Amended Map of
Section A, Plat of Herald
Harbor, Anne Arundel County,
Maryland

RUDOLPH WOLFE
2930 K Street, S.E.,
Washington, D. C.
and all persons having or
claiming to have an interest
in the property known as
Lots numbers 54 and 55, Block
21, situate at Herald Harbor,
Anne Arundel County, Maryland.

Respondents

LIBER 109 PAGE 297

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11982 EQUITY

.. ..

ORDER OF PUBLICATION

The object of this proceedings is to secure the foreclosure of all rights of redemption in the following properties known as Lots Nos. 12 and 13, Block 22, Section A, Herald Harbor, Lots Nos. 10 and 11, Block 22, Amended Map of Section A, Herald Harbor and Lots Nos. 54 and 55, Block 21, Herald Harbor, Second Election District of Anne Arundel County, State of Maryland,

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

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sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to the County Commissioners for Anne Arundel County and the said County Commissioners having conveyed lots numbers 10 and 11, Block 22, Amended Map of Section A, Plat of Herald Harbor to George W. Mitchell and Charles E. Mitchell as Joint Tenants; the said George W. Mitchell having predeceased Charles E. Mitchell, who departed this life on April 10, 1955, leaving as his only heirs at law the Complainants in this proceeding.

That said lots numbers 12 and 13, Block 22, Section A and lots numbers 54 and 55, Block 21, were conveyed by Thomas W. Davis, Treasurer et al to Ruben J. Polyanski and Bertha A. Polyanski, his wife; and the said Bertha A. Polyanski, Widow, having since conveyed said lots to George W. Mitchell and Charles E. Mitchell as Joint Tenants; the said George W. Mitchell having predeceased Charles E. Mitchell, who departed this life on April 10, 1955, leaving as his only heirs at law the Complainants in this proceedings.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 3 day of January, 1957, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in the said properties to be and appear in this Court by the 13th day of March, 1957, and redeem the property described herein and answer the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Complainants, Madaline E. Ayers, Mildred Ayers Dodson and Esther Ayers Levay, a title, free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk of the Circuit Court for Anne Arundel County

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

MADALINE E. AYERS, et al	:	
Complainant	:	IN THE
vs.	:	CIRCUIT COURT
JOSEPHINE and JEAN BLACK, et al	:	FOR
Defendants	:	ANNE ARUNDEL COUNTY
	:	NO. 11,982 EQUITY

.. ..

AFFIDAVIT
TO COMPLY WITH GENERAL
EQUITY RULE 10-A

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

Henry J. Tarantino, Attorney for Madaline E. Ayers, Mildred Ayers Dodson and Esther Ayers Levay, heirs at law of Charles E. Mitchell, deceased, Plaintiffs herein, first being duly sworn and on oath deposes and says:-

That he mailed a copy of the Bill of Complaint and Order of Publication by Registered Mail, Return Receipt Requested to Josephine and Jean Black, on April 17, 1957.

That said Registered letter was returned undelivered, as will more fully appear from the original envelope filed with this Affidavit.

That in further compliance with Maryland Equity Rules, your Affiant made a diligent search of the Washington Telephone Directory to ascertain the whereabouts of the non-resident Defendants and said directory failed to disclose the residence of said non-resident Defendants.

That the said Defendant, Rudolph Wolf, received a registered letter dated April 17, 1957, and the Plaintiffs, in consideration paid to him in the amount of $50.00, received an executed Quit Claim Deed dated May 20, 1957 from said Rudolph Wolf and wife; and a letter from Rudolph Wolf has been filed in these proceedings which designates his intention not to redeem Lots Nos. 54 and 55, Block 21, Herald Harbor; and that said resident Defendant, Helen V. Bouskett, has been returned twice "non est"; and although a reasonable search of the City of Annapolis Telephone

LIBER 409 PAGE 299

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1957 MAY 28 PM 3:20

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

Directory and the Baltimore Telephone Directory has been made by the Affiant, the said Helen V. Bouskett's whereabouts are unknown.

WITNESS my hand and Notarial Seal.

Henry J. Tarantino

Dorothy Roberts Skipper
Notary Public

LIBER 109 PAGE 300

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

MADALINE E. AYERS, et al	:	IN THE
Complainants	:	CIRCUIT COURT
vs.		FOR
JOSEPHINE and JLAN BLACK, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 11,982 EQUITY

LIBER 109 PAGE 301

.. ..

DECREE PRO CONFESSO

IT appearing from the proceedings in this cause that the Order of Publication heretofore issued, herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against the Defendants, Josephine and Jean Black, Helen V. Bouskett and Rudolph Wolfe, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to George W. Mitchell and Charles E. Mitchell, who have since departed this life, leaving as the only heirs at law the above named Plaintiffs, for non-payment of taxes.

AND it further appearing that subpoena issued out of this Court, directed to the said resident Defendant, Helen V. Bouskett, who was returned twice "non est", as will more fully appear in these proceedings,

AND it further appearing that said non-resident Defendant, Rudolph Wolf, has expressed his intention not to redeem the property known as Lots Nos. 54 and 55, Block 21, Herald Harbor, as will more fully appear by his letter filed in these proceedings,

AND it further appearing that said non-resident Defendants, Josephine and Jean Black, have failed to enter their appearance herein in person or by Solicitor, have failed to Answer to Bill of Complaint; and the time within which said non-resident Defendants could so appear and file an Answer having now

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

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1957 MAY 29 PM 12:20

expired, it is, thereupon, this 25th day of May, 1957, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, Josephine and Jean Black, Helen V. Bouskett and Rudolph Wolf, and all persons having or claiming to have any interest in the real estate therein, described as same is assessed to said Defendants and described on the Books of the County Treasurer and sold as aforesaid to George W. Mitchell and Charles E. Mitchell, who have since departed this life, leaving as the only heirs at law the above named Plaintiffs.

Benjamin Michael C.
Judge

LIBER 409 PAGE 302

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

LIBER 109 PAGE 303

MADALINE E. AYERS MILDRED AYERS DODSON and ESTHER AYERS LEVAY heirs at law of CHARLES E. MITCHELL, Deceased Turkey Point, Mayo, Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Complainants	:	
vs.	:	NO. 11,982 EQUITY
JOSEPHINE and JEAN BLACK, et al	:	
Respondents	:	

.. ..

PETITION AND ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Henry J. Tarantino, Petitioner and Solicitor for Madaline E. Ayers, Mildred Ayers Dodson and Esther Ayers Levay, heirs at law of Charles E. Mitchell, deceased, and Complainants in the above matter, respectfully represents unto your Honors:

1. That a Bill of Complaint to Foreclose Equity and Right of Redemption has been filed in the above mentioned proceedings.

2. That among the Respondents set forth in said Bill of Complaint was Helen V.Bouskett.

3. That since the filing of said Bill of Complaint and Order of Publication, your Petitioner has discovered that the said Helen V. Bouskett is also known as Helen V. Banskett.

WHEREFORE, your Petitioner prays that an Order of Court be passed herein permitting your Petitioner to amend these proceedings by proceeding against Helen V. Banskett also known as Helen V. Bouskett, as a party Respondent.

AND, AS IN DUTY BOUND, etc.

Henry J. Tarantino
Petitioner and Solicitor
for Complainants

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

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1957 DEC 27 PM 2:50

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ORDER OF COURT

LIBER 109 PAGE 304

Upon the aforegoing Petition, it is ORDERED, this 27th day of December, 1957, by the Circuit Court for Anne Arundel County, in Equity, that the within proceedings be amended so as to permit Henry J. Tarantino, Solicitor for Complainants, to proceed against Helen V. Banskett also known as Helen V. Bouskett, as a party Respondent.

Benjamin Richardson
Judge

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

22 5

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1957 DEC 27 PM 3:28

MADALINE E. AYERS, MILDRED AYERS DODSON and ESTHER AYERS LEVAY, heirs at law of CHARLES E. MITCHELL, Deceased Turkey Point, Mayo, Maryland	:	LIBER 109 PAGE 305
Complainants	:	IN THE
vs	:	CIRCUIT COURT
HELEN V. BANSKETT also known as HELEN V. BOUSKETT Herald Harbor Crownsville, Maryland, and all persons having or claiming to have an interest in the property known as Lots numbers 10 and 11, Block 22, Amended Map of Section A, Plat of Herald Harbor, Anne Arundel County, Maryland	:	FOR ANNE ARUNDEL COUNTY NO. 11,982 EQUITY
Respondent	:	

.. ..

BILL OF COMPLAINT TO FORECLOSE EQUITY AND RIGHT OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Madaline E. Ayers, Mildred Ayers Dodson and Esther Ayers Levay, heirs at law of Charles E. Mitchell, deceased, the Complainants in the above matter, by and through their Solicitor, Henry J. Tarantino, respectfully represents unto your Honors:-

1. That a search of the Land Records, the Records of the Register of Wills, the Equity and Law Records of Anne Arundel County, discloses that the Respondent, Helen V. Banskett, also known as Helen V. Bouskett, was the owner of Lots Nos. 10 and 11, Block 22, Amended Map of Section A, Plat of Herald Harbor, at the time they were sold at Tax Sale to the County Commissioners of Anne Arundel County by the County Treasurer.

That the County Treasurer and the County Commissioners of Anne Arundel County have conveyed said Lots Nos. 10 and 11, Block 22, Amended Map of Section A, Plat of Herald Harbor, to George W. Mitchell and Charles E. Mitchell, as Joint Tenants, by deed dated May 10, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 179, folio 368; the said George W. Mitchell having predeceased Charles E. Mitchell,

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1958 JAN -2 PM 2:19

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

who departed this life on April 10, 1955, leaving as his only heirs at law the above named Complainants. The original deed having previously been filed in these proceedings and marked "Complainants' Exhibit No. 2" and prayed to be taken a part hereof.

2. That on November 30, 1956, the Certificates of Tax Sales filed hereinbefore in the above proceedings and marked "Complainants' Exhibit No. 3" and prayed to be taken a part hereof, was issued by Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County.

3. That the properties mentioned in said Certificate of Tax Sales are described as follows:

> Certificate of Tax Sale No. 1181 - Lots Nos. 10 and 11, Block 22, Amended Map Section A, Plat of Herald Harbor and assessed to Helen V. Banskett, also known as Helen V. Bouskett. The amount due on the day of sale was $35.00.

4. That the above mentioned property has not been redeemed by any party in interest, although more than one year from the date of sale has expired.

5. To redeem this property, it is necessary for the Respondent to pay the sum as set out after the description of said property, together with interest, taxes and penalties accuring subsequent to the day of sale as provided by Section 108 and 109 of Article 81 of the Code of Maryland (1951 Edition).

TO THE END, THEREFORE:

(1) That process issue and be directed to the Respondent named in said Bill of Complaint.

(2) That an Order of Publication issue directed to all parties in interest in the property.

(3) That a final Decree by this Honorable Court be passed foreclosing all rights of redemption of the Respondent and to the property described herein.

Henry J. Tarantino
Solicitor for Complainants

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:- LIBER 109 PAGE 307

I HEREBY CERTIFY, that on this ___ day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Madaline E. Ayers, Mildred Ayers Dodson and Esther Ayers Levay, the within Complainants, and each made oath in due form of law that the matters, facts and information, set forth in the foregoing Bill of Complaint to Foreclose Equity and Right of Redemption are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Notary Public

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

216

MADALINE E. AYERS :
MILDRED AYERS DODSON AND
ESTHER AYERS LEVAY,
heirs at law of :
CHARLES E. MITCHELL, Deceased
Turkey Point,
Mayo, Maryland :

Complainants :

vs :

HELEN V. BANSKETT :
also known as
HELEN V. BOUSKETT
Herald Harbor :
Crownsville, Maryland,
and all persons having or
claiming to have an interest :
in the property known as
Lots numbers 10 and 11,
Block 22, Amended Map of :
Section A, Plat of Herald
Harbor, Anne Arundel County,
Maryland :

Respondent :

LIBER 109 PAGE 308

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO 11,982 EQUITY

.. ..

ORDER OF PUBLICATION

The object of this proceedings is to secure the foreclosure of all rights of redemption in the following property, known as Lots Nos. 10 and 11, Block 22, Amended Map of Section A, Plat of Herald Harbor, Second Election District of Anne Arundel County, State of Maryland, sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to the County Commissioners for Anne Arundel County and the said County Commissioners having conveyed said lots to George W. Mitchell and Charles E. Mitchell, as Joint Tenants; the said George W. Mitchell having predeceased Charles E. Mitchell, who departed this life on April 10, 1955, leaving as his only heirs at law the Complainants in this proceeding.

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid, although more than one year and a day from the date of sale has expired.

It is thereupon this 2 day of January, 1958, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four succesive

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1958 JAN -2 PM 2:19

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

27

weeks, warning all persons interested in the said property to be and appear in this Court by the 12 day of March, 1958, and redeem the property described herein and answer the Bill of Complaint or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Complainants, Madaline E. Ayers, Mildred Ayers Dodson and Esther Ayers Levay, a title, free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk of the Circuit Court for Anne Arundel County

ENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
.....POLIS, MARYLAND

28

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL
COUNTY
NO. 11,982 EQUITY

Madaline E. Ayers
Mildred Ayers Dodson and
Esther Ayers Levay,
heirs at law of
Charles E. Mitchell, Deceased
Turkey Point, Mayo, Maryland
Complainants
VERSUS
Helen V. Banskett
also known as
Helen V. Bouskett
Herald Harbor
Crownsville, Maryland,
and all persons having or claiming to have an interest in the property known as Lots numbers 10 and 11, Block 22, Amended Map of Section A, Plat of Herald Harbor, Anne Arundel County, Maryland
Respondent

Order Of Publication

The object of this proceedings is to secure the foreclosure of all rights of redemption in the following property, known as Lots Nos. 10 and 11, Block 22, Amended Map of Section A, Plat of Herald Harbor, Second Election District of Anne Arundel County, State of Maryland, sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to the County Commissioners for Anne Arundel County and the said County Commissioners having conveyed said lots to George W. Mitchell and Charles E. Mitchell, as Joint Tenatns; the said George W. Mitchell having predeceased Charles E. Mitchell, who departed this life on April 10, 1955, leaving as his only heirs at law the Complainants in this proceeding.

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid, although more than one year and a day from the date of sale has expired.

It is thereupon this 2nd day of January, 1958, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 12 day of March, 1958, and redeem the property described herein and answer the Bill of Complaint or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Complainants, Madaline E. Ayers, Mildred Ayers Dodson and Esther Ayers Levay, a title, free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk of the Circuit Court for Anne Arundel County

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

J-30

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 310

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1958

We hereby certify, that the annexed Order Publication - Eq. 11982

Madaline E. Ayers vs Helen V. Banskett

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of March, 1958. The first insertion being made the 9th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 FEB 14 PM 2:14

By Charles Tate

HENRY J. TARANTINO, Atty.
160 South Street,
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 11,982 EQUITY

MADALINE E. AYERS, MILDRED AYERS DODSON and ESTHER AYERS LEVAY, heirs at law of CHARLES E. MITCHELL, deceased, Turkey Point, Mayo, Maryland, Complainants

Vs.

JOSEPHINE and JEAN BLACK, 1738 M. Street, N. W., Washington, D. C., and all persons having or claiming to have an interest in the property known as Lots numbers 12 and 13, Block 22, Section A, situate in Herald Harbor, Anne Arundel County, Maryland.

HELEN V. BOUSKETT, Herald Harbor, Crownsville, Maryland and all persons having or claiming to have an interest in the property known as Lots numbers 10 and 11, Block 22, Amended Map of Section A, Plat of Herald Harbor, Anne Arundel County, Maryland.

RUDOLPH WOLFE, 2930 K Street, S. E., Washington, D. C., and all persons having or claiming to have an interest in the property known as Lots numbers 54 and 55, Block 21, situate in Herald Harbor, Anne Arundel County, Maryland, Respondents.

Order Of Publication

The object of this proceedings is to secure the foreclosure of all rights of redemption in the following properties known as Lots Nos. 12 and 13, Block 22, Section A, Herald Harbor, Lots Nos. 10 and 11, Block 22, Amended Map of Section A, Herald Harbor and Lots Nos. 54 and 55, Block 21, Herald Harbor, Second Election District of Anne Arundel County, State of Maryland, sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to the County Commissioners for Anne Arundel County and the said County Commissioners having conveyed lots numbers 10 and 11, Block 22, Amended Map of Section A, Plat of Herald Harbor to George W. Mitchell and Charles E. Mitchell as Joint Tenants; the said George W. Mitchell having predeceased Charles E. Mitchell, who departed this life on April 10, 1955, leaving as his only heirs at law the Complainants in this proceeding.

That said lots numbers 12 and 13, Block 22, Section A and lots numbers 54 and 55, Block 21, were conveyed by Thomas W. Davis, Treasurer et al to Ruben J. Polyanski and Bertha A. Polyanski, his wife; and the said Bertha A. Polyanski, Widow, having since conveyed said lots to George W. Mitchell and Charles E. Mitchell as Joint Tenants; the said George W. Mitchell having predeceased Charles E. Mitchell, who departed this life on April 10, 1955, leaving as his only heirs at law the Complainants in this proceedings.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 3rd day of January, 1957, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in the said properties to be and appear in this Court by the 13th day of March, 1957, and redeem the property described herein and answer the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Complainants, Madaline E. Ayers, Mildred Ayers Dodson and Esther Ayers Levay, a title, free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

J-31

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 311

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1957

We hereby certify, that the annexed

Order Publication - Eq 11982

Madaline E. Ayers

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of March, 1957. The first insertion being made the 17th day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 MAR 28 By PM 1:30 Marie Tate

MADALINE E. AYERS
MILDRED AYERS DODSON and
ESTHER AYERS LEVAY
heirs at law of
CHARLES E. MITCHELL, Deceased
Turkey Point,
Mayo, Maryland.

Complainants

vs

HELEN V. BANSKETT
also known as
HELEN V. BOUSKETT
Herald Harbor
Crownsville, Maryland
and all persons having or
claiming to have an interest
in the property known as
Lots numbers 10 and 11,
Block 22, Amended Map of
Section A, Plat of Herald
Harbor, Anne Arundel County,
Maryland

Respondent

LIBER 109 PAGE 312

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,982 EQUITY

.. ..

AFFIDAVIT TO COMPLY WITH
GENERAL EQUITY RULE 10-A

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

Henry J. Tarantino, Attorney for Madaline E. Ayers, Mildred Ayers Dodson and Esther Ayers Levay, heirs at law of Charles E. Mitchell, deceased, Plaintiffs herein, first being duly sworn and on oath deposes and says:

That said Resident-Defendant, Helen V. Banskett, also known as Helen V. Bouskett has been returned twice "non est" and although a reasonable search of the City of Annapolis Telephone Directory and the Baltimore Telephone Directory has been made by the Affiant, the said Helen V. Banskett, also known as Helen V. Bouskett's whereabouts are unknown.

WITNESS my hand and Notarial Seal.

Henry J. Tarantino

Dorothy Roberts Skipper
Notary Public

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

FILED

1958 MAR 26 PM 1:30

31

MADALINE E. AYERS MILDRED AYERS DODSON and ESTHER AYERS LEVAY heirs at law of CHARLES E. MITCHELL, Deceased Turkey Point Mayo, Maryland.	:	LIBER 109 PAGE 313
Complainants	:	IN THE
vs	:	CIRCUIT COURT
HELEN V. BANSKETT also known as HELEN V. BOUSKETT Herald Harbor Crownsville, Maryland and all persons having or claiming to have an interest in the property known as Lots numbers 10 and 11, Block 22, Amended Map of Section A, Plat of Herald Harbor, Anne Arundel County, Maryland	:	FOR ANNE ARUNDEL COUNTY NO. 11,982 EQUITY
Respondent	:	

.. ..

DECREE PRO CONFESSO

IT appearing from the proceedings in this cause that the Order of Publication heretofore issued, herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against the Defendant, Helen V. Banskett, also known as Helen V. Bouskett, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendant and sold to George W. Mitchell and Charles E. Mitchell, who have since departed this life, leaving as the only heirs at law the above named Complainants, for non-payment of taxes.

AND it further appearing that subpoena issued out of this Court, directed to the said resident Defendant, Helen V. Banskett, also known as Helen V. Bouskett, who was returned twice "non est", as will more fully appear in these proceedings, has failed to enter her appearance herein in person or by Solicitor, and has failed to Answer to Bill of Complaint and the time within which said Resident-Defendant could so appear and file an Answer

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

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having now expired, it is, thereupon, this 27th day of March, 1958, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendant, Helen V. Banskett, also known as Helen V. Bouskett, and all persons having or claiming to have any interest in the real estate therein, described as same is assessed to said Defendant and described on the Books of the County Treasurer, and sold as aforesaid to George W. Mitchell and Charles E. Mitchell, who have since departed this life, leaving as the only heirs at law the above named Plaintiffs.

Matthew S. Cramer
JUDGE

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

MADALINE E. AYERS, et al :

Complainants :

vs :

JOSEPHINE and JEAN BLACK, et al :

Defendants :

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,982 EQUITY

.. ..

FINAL DECREE FORECLOSING
EQUITY OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that the Defendants, Josephine and Jean Black and Helen V. Banskett, also known as Helen V. Bouskett, and all persons having or claiming to have any interest in the property described in the Bill of Complaint, having been notified to Answer the Bill of Complaint, by virtue of an Order of Publication, directed to all Defendants herein, the subpoena issued out of this Court, directed to the said resident Defendant, Helen V. Banskett, also known as Helen V. Bouskett, having been returned twice "non est", as will more fully appear in these proceedings, and the Court having found for the Plaintiffs, it is thereupon, this ___ day of May, 1958, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the properties mentioned herein of the Defendants, Helen V. Banskett, also known as Helen V. Bouskett, and Josephine and Jean Black, and all persons having or claiming to have any interest in the hereinafter described properties, be, and they are hereby barred and foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiffs in and to the following described properties sold to Charles E. Mitchell and George W. Mitchell, who have since departed this life, leaving as the only heirs at law the above named Plaintiffs:

Lots numbers 10 and 11, Block 22, Amended Map of Section A, Plat of Herald Harbor, Anne Arundel County, Maryland

Lots numbers 12 and 13, Block 22, Section A, situate at Herald Harbor, Anne Arundel County, Maryland

free and clear of all alienations and descents of said properties occurring

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

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1958 MAY -2 AM 9:35

34

LIBER 109 PAGE 315

prior to this Decree and free of all encumbrances thereon (except taxes accuring subsequent to the tax sale mentioned in this cause and public easements to which said properties mentioned in this cause and public proceedings are subject).

It is further ORDERED that the Treasurer of Anne Arundel County, Collector of State and County Taxes, execute and deliver to Madaline E. Ayers, Mildred Ayers Dodson and Esther Ayers Levay, as Joint Tenants, Plaintiffs in these proceedings, a Deed of conveyance, to the aforesaid lots or parcels of land and improvements, upon payment to him of such taxes as may be due thereon, and the balance of the purchase price, if any, and it is further

ORDERED that the Plaintiffs pay the costs of said suit.

William J. Evans
Judge

LIBER 109 PAGE 316

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

35

LIBER 109 PAGE 317

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
JOHN WALTER EASON, JR.	:	(In Equity)
		No. 12,441

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said John Walter Eason, Jr., to Baltimore Federal Savings and Loan Association, dated July 31st, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 583 folio 240.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1957 DEC -7 AM 9:16

V.577

VA Form 4-6318a. (Home Loan). April, 1947. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

BOOK 583 PAGE 240

LIBER 109 PAGE 318

MARYLAND
County

No. 12,441 Equity

MORTGAGE

THIS MORTGAGE, made this 31st day of July, A. D. 19 50, by and between JOHN WALTER EASON, JR.

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of EIGHTY-TWO HUNDRED Dollars ($8200.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-three and 29/100ths Dollars ($ 43.29), commencing on the first day of August, 19 50, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 19 75. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same at an iron pipe here set at the southeast corner of lot 326; said point of beginning is north six degrees west one hundred and twelve feet and south eighty-four degrees west thirty feet from the intersection of the north side of Riverside Drive and the west side of Fourth Street, now called Joyce Lane, as shown on a plat of Magothy Beach, which is filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4, plat #15. Thence from the point of beginning so fixed, south eighty-four degrees west one hundred seventy-six and sixty-three one-hundredths feet to an iron pipe, thence north forty-one degrees forty-nine minutes west seventy-three and ninety-nine one-hundredths feet to an iron pipe; thence north eighty-four degrees east two hundred nineteen and ninety-one one-hundredths feet to an iron pipe here set on the west side of Joyce Lane, sixty feet wide; thence with said west side of Joyce Lane, south six degrees east sixty feet to the point of beginning.
CONTAINING eleven thousand eight hundred and ninety-seven square feet of land more or less according to a survey and plat made by James D. Hicks, County Surveyor, in December, 1949. The improvements whereon are known as No. 2 Fourth Street, now called Joyce Lane.
BEING a part of lots 324 to 326 inclusive as shown on the above-mentioned plat of Magothy Beach.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Magothy Homestead Corporation to the herein named Mortgagor.

TOGETHER with the right and privilege to said Mortgagee, its successors and assigns, of the use of all community beaches shown on the aforesaid Plat of Magothy Beach and also the rights of ingress and egress to and from the same.

Plaintiff's Exhibit "A"

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* Delete italicized words if Mortgagee is not a building and loan association.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;

(II) interest on the indebtedness secured hereby; and

(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or Walter S. Calwell or Joseph J. Callahan, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving 20 days notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Seventy-five - - - - - - - - Dollars ($75.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third, to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses,

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BOOK 583 PAGE 243

INSPECTED
L. H. A.
F. H. L. B. A.

LIBER 109 PAGE 321

costs, and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

T. Worthington Brundige III
T. WORTHINGTON BRUNDIGE III

John Walter Eason Jr. [SEAL]
John Walter Eason, Jr.

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 31st day of July, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the City of~~ Baltimore County aforesaid, personally appeared John Walter Eason, Jr. the above named Mortgagor~~s~~, and he acknowledged the foregoing mortgage to be his act.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

T. Worthington Brundige III
T. WORTHINGTON BRUNDIGE III *Notary Public.*

Recorded- 5th August, 1950, at 11 A.M.

FORM APPROVED
READY FOR RECORD TWB III

STATE OF MARYLAND

COUNTY MORTGAGE

JOHN WALTER EASON, JR.

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record Aug 5, 1950 at 11 o'clock M. 5-83
Same day recorded in Liber No. 583 Folio 240, etc., one of the Mortgage Records of Aa County and examined per
Clerk
Cost of Records, $

LIBER 109 PAGE 322

MILITARY AFFIDAVIT

Docket 17 folio 192

No. 12,441 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of December 1957 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared **Walter S. Calwell** and made oath in due form of Law that the Defendant **John Walter Eason, Jr.,** against whom foreclosure proceedings were instituted is not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that he has not been ordered to report for induction under the Selective Training and Service Act of 1940, that he is not member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, ~~that~~

~~[illegible]~~ and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1957 DEC -7 AM 9:16

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WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

JOHN WALTER EASON, JR.,

IN THE

LIBER 109 PAGE 323

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,441 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from John Walter Eason, Jr.,

to Baltimore Federal Savings and Loan Association

dated the 31st day of July 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 583 Folio 240 .

Amount of Mortgage		$8200.00
Less - amount paid on principal		1667.62
		6532.38
Plus - interest to 2/5/58		199.67
		6732.05
Plus - overdraft in expense account		20.34
		6752.39

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 4th day of February in the year nineteen hundred and fifty-eight before me, the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial seal.

FILED

1958 FEB -5 PM 12:

Clara M. Link

Clara M. Link Notary Public

7

~~Mortgage~~ Attorney's Bond. —

I-369

262007

LIBER 109 PAGE 324

New Amsterdam Casualty Company

LIBER 9 PAGE 231

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

No. 12,441 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND AND 00/100 ($7,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 3rd day of February in the year nineteen hundred and fifty-eight.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from John Walter Eason Jr. to the Baltimore Federal Savings & Loan Association bearing date the 31st day of July nineteen hundred and fifty and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 583, Folio 240 ~~xxxx~~

Anne Arundel Co. Md.

#2 - Fourth Street-Magothy Beach

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell ~~as~~ do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Link

Attest:

Assistant Secretary
V.N.Mercier

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess Vice-President
G. Lee Burgess

Bond approved this 5th day of February 1958
— George T. Cromwell, Clerk

FILED
1958 FEB -5 PM 12:09

8

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from John Walter Eason, Jr., to Baltimore Federal Savings and Loan Association, dated July 31st, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 583 folio 240 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 5th, 1958
at three P.M.

All that fee simple lot of ground situate on Joyce Lane (formerly Fourth Street), Magothy Beach, Third Election District of Anne Arundel County, and described as follows:

BEGINNING for the same at an iron pipe here set at the southeast corner of lot 326; said point of beginning is north six degrees west one hundred and twelve feet and south eighty-four degrees west thirty feet from the intersection of the north side of Riverside Drive and the west side of Fourth Street, now called Joyce Lane, as shown on a plat of Magothy Beach, which is filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4, plat No. 15. Thence from the point of beginning so fixed, south eighty-four degrees west one hundred seventy-six and sixty-three one-hundredths feet to an iron pipe, thence north forty-one degrees forty-nine minutes west seventy-three and ninety-nine one-hundredths feet to an iron pipe; thence north eighty-four degrees east two hundred nineteen and ninety-one one-hundredths feet to an iron pipe here set on the west side of Joyce Lane, sixty feet wide; thence with said west side of Joyce Lane, south six degrees east sixty feet to the point of beginning.

CONTAINING eleven thousand eight hundred and ninety-seven square feet of land more or less according to a survey and plat made by James D. Hicks, County Surveyor, in December, 1949. The improvements whereon are known as No. 2 Fourth Street, now called Joyce Lane.

BEING a part of lots 324 to 326 inclusive as shown on the above-mentioned plat of Magothy Beach. Together with the buildings thereupon and all the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

Subject to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story, one family, frame asbestos shingled semi-bungalow, containing 6 rooms, 1 bath.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. Newell & Co. Inc.,
Auctioneer

J-30

LIBER 109 PAGE 325

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JOHN WALTER EASON, JR.,	:	(In Equity)

No. 12,441 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated July 31st, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 583 folio 240 from said John Walter Eason, Jr., to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 5th day of February, ~~xx~~ 1958 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

Being part of lots Nos. 324 to 326, Inc., on Plat of Magothy Beach, which plat is duly recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod A-4 Plat 15, the improvements whereon are known as No. 2 Fourth Street, now called Joyce Lane, more particularly and at length described in the aforesaid Mortgage and the attached advertisement of sale.

FILED

1958 FEB -7 AM 10:43

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, by adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Seventy-one Hundred($7100.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of February, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

10

ORDER NISI

LIBER 109 PAGE 327

WALTER S. CALWELL, Attorney Named in Mortgage

versus

JOHN WALTER EASON, JR.,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,441 Equity

Ordered, this 7 day of February, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage, ~~xxxxxx~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of March next.

The report states that the amount of sale ~~xxxxx~~ was $ 7,100.00

FILED 1958 FEB 7 AM 10:43

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

JOHN WALTER EASON, JR.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of March, 19 58 that the sale made and reported by the ~~xxxxxx~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~xxxxx~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans Judge

FILED

1958 MAR 18 PM 3:14

~~Maryland~~ Attorney's Bond. 1-369

LIBER 9 PAGE 236 ADDITIONAL BOND 262007

LIBER 109 PAGE 328

No. 12,441 Equity

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we Walter S. Calwell of Baltimore Federal Building, Baltimore, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ONE HUNDRED AND 00/100 ($100.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of February in the year nineteen hundred and fifty-eight.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from John Walter Eason Jr. to the Baltimore Federal Savings & Loan Association bearing date the 31st day of July nineteen hundred and fifty and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 583, Folio 240, and

Anne Arundel Co Md
2 - 4th Avenue Magothy Beach

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Sink

Attest:

Assistant Secretary
V.N.Mercier

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President G. Lee Burgess

FILED
1958 FEB 13 PM 12:34

Bond Approved this 13th day of February, 1958
George T. Cromwell, Clerk

LIBER 109 PAGE 329 OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,441 Equity

Walter S. Calwell, Attorney Named In Mortgage
Versus
John Walter Eason, Jr.

Ordered, this 7 day of February, 1958; That the sale of the property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of March next.

The report states that the amount of sale was $7,100.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,441

John Walter Eason, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 17th day of March, 1958. The first insertion being made the 13th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 958 1958 MAR -7 AM 10:31 By W. Tilghman

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from John Walter Eason, Jr., to Baltimore Federal Savings and Loan Association, dated July 31st, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 583 folio 240 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 5th, 1958 at three P.M.

All that fee simple lot of ground situate on Joyce Lane (formerly Fourth Street), Magothy Beach, Third Election District of Anne Arundel County, and described as follows:

BEGINNING for the same at an iron pipe here set at the southeast corner of lot 326; said point of beginning is north six degrees west one hundred and twelve feet and south eighty-four degrees west thirty feet from the intersection of the north side of Riverside Drive and the west side of Fourth Street, now called Joyce Lane, as shown on a plat of Magothy Beach, which is filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4, plat No. 15. Thence from the point of beginning so fixed, south eighty-four degrees west one hundred seventy-six and sixty-three one-hundredths feet to an iron pipe, thence north forty-one degrees forty-nine minutes west seventy-three and ninety-nine one-hundredths feet to an iron pipe: thence north eighty-four degrees east two hundred nineteen and ninety-one one-hundredths feet to an iron pipe here set on the west side of Joyce Lane, sixty feet wide: thence with said west side of Joyce Lane, south six degrees east sixty feet to the point of beginning.

13

CONTAINING eleven thousand eight hundred and ninety-seven square feet of land more or less according to a survey and plat made by James D. Hicks, County Surveyor, in December, 1949. The improvements whereon are known as No. 2 Fourth Street, now called Joyce Lane.

BEING a part of lots 324 to 326 inclusive as shown on the above-mentioned plat of Magothy Beach. Together with the buildings thereupon and all the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

Subject to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story, one family, frame asbestos shingled semi-bungalow, containing 6 rooms, 1 bath.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. Newell & Co. Inc.,
Auctioneer

J-30

LIBER 109 PAGE 330 OFFICE OF

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1951

We hereby certify, that the annexed Attorney's Sale
Eq. 13,441
John Walter Eason, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of February, 1958. The first insertion being made the 9th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pate

Filed 20 Mar., 1958, at 10:15 a.m.

In the Case of LIBER 109 PAGE 331

Walter S. Calwell,
Attorney named in Mortgage
vs.
John Walter Eason, Jr.

In the

Circuit Court

For

Anne Arundel County

#12,441 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

April 17, 1958

All of which is respectfully submitted.

Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage vs. John Walter Eason, Jr. in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	244	53	319	53
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account and two copies	18	00	57	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	65	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	28	00		
E. T. Newell & Co.,Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Clara M. Link - notary fees	1	25	141	50
To Attorney for Taxes, viz:				
1958 State and County taxes ($105.57) - adjusted - 36 days	10	40	10	40
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,621	96	6,621	96
			7,150	89
Amount of mortgage claim filed	6,752	39		
Cr. Amount allowed above	6,621	96		
Balance subject to decree in personam	130	43		

15

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1958				
Feb.	5	Proceeds of Sale	7,100 00	
		Interest on deferred payment of $6,600.00 to 3/18/58	50 89	7,150 89
				7,150 89

ORDER NISI LIBER 109 PAGE 334

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
John Walter Eason, Jr.

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,441 Equity.

ORDERED, This 22 day of April 19 58 That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of May next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of May, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Crowe
Judge

FILED
1958 MAY 28 PM 3:46

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 335

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,441 Equity

WALTER S. CALWELL
Attorney Named in Mortgage
versus
JOHN WALTER EASON, JR.

Ordered, this 22nd day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of May next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,441
Auditor account
John Walter Eason, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of May, 1958. The first insertion being made the 24th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 19421958 MAY 28 PM 3:31 By H. Tilghman

18

LIBER 109 PAGE 336

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
THE KEY CONSTRUCTION CORPORATION	:	IN EQUITY
	:	No. 12,222

Mr. Clerk:

Please docket the above entitled case, and file Petitioner's Exhibit No. 1.

Alfred J. O'Ferrall, Jr.
Attorney named in Mortgage

FILED
1957 JUL -3 PM 2:53

PETITIONER'S EXHIBIT NO. 1

LIBER 1050 PAGE 452

LIBER 109 PAGE 337

This Mortgage, made this 2nd day of August No. 12,222 Equity

in the year one thousand nine hundred and fifty-six, between

THE KEY CONSTRUCTION CORPORATION, a Maryland Corporation,

of Anne Arundel County, in the State of Maryland, Mortgagor and OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

Whereas the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY has this day loaned to THE KEY CONSTRUCTION CORPORATION

the sum of TWENTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 - - - $24,500.00 - DOLLARS. (being part of the purchase money for the property hereinafter described), which said sum the said Mortgagor agrees to repay ~~in installments~~ with interest thereon from the date hereof, at the rate of 6% per annum, in the manner following: Six months from the date hereof; interest payable monthly.

~~By the payment of DOLLARS, plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.~~

~~The said installment payments may be applied by the Mortgagee in the following order:~~

~~First: To the payment of interest.~~

~~Second: To the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, fire, tornado and comprehensive coverage insurance premiums and other charges affecting the hereinafter described premises.~~

~~Third: Towards the payment of the aforesaid principal sum.~~

This mortgage may be paid at any time before maturity by paying the balance of principal, all arrears of interest due thereon, and ninety (90) days' interest in advance.

And Whereas, this mortgage shall also secure future advances, as provided by Chapter 178 of the Laws of Maryland, passed at the January Session in the year 1943, or any supplement thereto.

Now Therefore, this mortgage witnesseth, that in consideration of the premises and of One Dollar, the said THE KEY CONSTRUCTION CORPORATION

do es grant unto the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all those lot s, piece s, or parcel s of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 43, 44 and 46, on the Plat of Pride Village, said plat being recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 39, formerly recorded in plat cabinet 4, rod G-8, plat No. 3.

BEING three of the lots in a Deed dated March 12, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1008, folio 197 from Cecil C. Knighton and Martha E. Knighton, his wife, to Louis S. Hill, et al.

BEING ALSO three of the lots of ground in a Deed dated June 6, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, folio 397 from Louis S. Hill, et al to The Key Construction Company.

SEE ALSO Confirmatory Deed dated June 12, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1036, folio 232 from Louis S. Hill, et al, to The Key Construction Corporation.

FILED
1957 JUL -3 PM 2:53

Petitioners Exhibit No 1

2

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To Have and to Hold the said lot of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, ~~during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of~~ in fee simple.

If, however, the said Mortgagor , its successors ~~heirs, personal representatives~~ or assigns, shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

And the said Mortgagor for itself, its successors ~~heirs, executors, administrators~~ and assigns, covenant s with the said Occident Federal Savings and Loan Association of Baltimore City, its successors and assigns, as follows:

I: To repay the indebtedness, together with interest, as herein provided.

II: To keep the buildings on the premises insured against loss by fire, windstorm and other insurable hazards for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee; the proceeds of any loss thereunder to be paid to the Mortgagee alone, and not to the Mortgagee and Mortgagor jointly.

III: Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV: To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable, when payable. The Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V: That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI: That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII: That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days, or after default in the performance of any of the aforegoing covenants for thirty days.

And the said Mortgagor hereby assent s to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage, as herein provided), or the said Mortgagor hereby also authorize s the said Mortgagee, its successors or assigns, or Alfred J. O'Ferrall, Jr., its duly authorized attorney or agent, after default in the terms and conditions of this mortgage, to sell the herein mortgaged property, and any such sale, whether under the above consent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon the sale of said property under the powers herein granted the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property, equal to the commission usually allowed Trustees for making sale of similar property, by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than One Hundred - - - $100.00 - -dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance, if any, to the said Mortgagors, their heirs, executors, administrators or assigns.

Witness the hand and seal of the said Mortgagor, body corporate and the signature of JOSEPH R. JOHNSTON, President thereof.

WITNESS:

THE KEY CONSTRUCTION CORPORATION

Joseph R. Johnston, Pres. [SEAL]
BY: Joseph R. Johnston, President

John P. O'Ferrall

[SEAL]

[SEAL]

[SEAL]

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 2nd day of August, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Joseph R. Johnston, President of The Key Construction Corporation,

the Mortgagor named in the aforegoing mortgage and acknowledged said Mortgage to be the corporate act. of the said body corporate.

At the same time also appeared William L. Cooney,
President of said body corporate, the Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

John P. O'Ferrall — Notary Public.

Rec'd for record Aug 3, 1956, at 9:29 A.M.,
Mailed to O'Ferrall & O'Ferrall

LIBER 109 PAGE 340

Fee 26.95

MORTGAGE

FROM

.....

THE KEY CONSTRUCTION CORPORATION

.....

TO

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

Block No.....

Received for Record....., at ..... o'clock ..... M. Same day recorded in Liber..... No..... Folio..... &c., one of the Land Records of..... and examined per

....., Clerk.

Cost of Record, $.....

O'FERRALL & O'FERRALL
Attorneys at Law
1204 MERCANTILE TRUST BUILDING
Baltimore 2, Md.

THE DAILY RECORD COMPANY, BALTIMORE, MD.

LIBER 109 PAGE 341

Docket 17 Folio 57

Case No. 12,222

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
THE KEY CONSTRUCTION CORPORATION	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Debt due under terms of Mortgage dated August 2nd, 1956, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1050, folio 452, from The Key Construction Corporation to Occident Federal Savings and Loan Association of Baltimore City:

Mortgage loan dated August 2nd, 1956 on Lots Nos. 43-44-46	$ 24,500.00
Credit release of Lots 43 and 46	16,000.00
	$ 8,500.00
Five (5) month's Interest from April 1st, 1957 to August 31st, 1957 @ $42.50 monthly	212.50
	$ 8,712.50
Credit - Undisbursed amount held by Trustee	500.00
	$ 8,212.50
Charge - Insurance premium paid on Fire, etc. policy expiring August 2nd, 1958	34.85
Total balance due Association	$ 8,247.35

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 31st day of July, 1957, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, the plaintiff in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

JOHN P. O'FERRALL NOTARY PUBLIC BALTIMORE

John P. O'Ferrall
Notary Public

FILED

1957 AUG -1 AM 10:38

6

Trustee's Bond LIBER 9 PAGE 117 No. 12,222 Equity

LIBER 109 PAGE 342

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Alfred J. O'Ferrall, Jr., Baltimore, Maryland, as principal, and Hartford Accident and Indemnity Company, Hartford, Connecticut, a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand and NO/100 - - ($9000.00) - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 29th day of July in the year of our Lord one thousand nine hundred and Fifty-Seven.

WHEREAS, the above bounden Alfred J. O'Ferrall, Jr. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell Lot 44 in Pride Village, Anne Arundel County, Plat Book 24, Folio 39, in fee simple mentioned in the proceedings in the case of Alfred J. O'Ferrall, Jr., Attorney named in mortgage

vs.

The Key Construction Corporation

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Alfred J. O'Ferrall, Jr. do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

John P. O'Ferrall
John P. O'Ferrall

Signed, sealed and delivered in the presence of

Jessie E. Meyer
Jessie E. Meyer

Alfred J. O'Ferrall, Jr. (SEAL)
(SEAL)
HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)
BY Douglas H. Geer (SEAL)
Douglas H. Geer, Attorney-in-Fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the a corporation of the State of does hereby constitute and appoint its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said duly affixed by its Vice-President and attested by its Assistant Secretary, this day of , 195

By: *Vice President*

ATTEST:

Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

, 19

Bond approved this 1st day of August 1957
George [illegible]
Clerk

FILED
1957 AUG -1 AM 10:38

Assistant Secretary

7

LIBER 109 PAGE 343

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	IN THE
	:	
	:	CIRCUIT COURT FOR
vs.	:	
	:	ANNE ARUNDEL COUNTY
	:	
THE KEY CONSTRUCTION CORPORATION	:	IN EQUITY

: : : : : : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Alfred J. O'Ferrall, Jr., Attorney named in Mortgage from The Key Construction Corporation to Occident Federal Savings and Loan Association of Baltimore City, dated August 2, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1050, folio 252 (default having occurred thereunder), respectfully shows:

That after giving bond with security for the faithful performance of the trust and after having complied with all the other prerequisites as required by law, and after giving notice of the time, place, manner and terms of sale, by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for at least twenty days before the date of sale, as well as advertisement in the Sunpaper, a newspaper published in Baltimore City, he did, pursuant to said notices, attend the Court House Door, at Annapolis, Maryland, on Thursday, August 8, 1957, at 2:15 P. M., and then and there proceeded to sell the property in the following manner, that is to say:

Your Trustee offered at public sale, to the highest bidder, the land and improvements known and designated as Lot No. 44, in the development of Pride Village, as described in a Certificate of Publication filed in these proceedings,

And your Trustee sold said property to Cecil Knighton, Inc., at and for the sum of SEVEN THOUSAND EIGHT HUNDRED DOLLARS ($7,800.00), it being then and there the highest bidder therefor.

FILED

1957 AUG 12 AM 11:23

8

The terms of sale bieng cash, upon ratification of the sale.

Respectfully submitted,

Alfred J. O'Ferrall, Jr., Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 9th day of August, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ALFRED J. O'FERRALL, JR., Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report are true and correct as therein set forth.

As Witness my hand and Notarial Seal.

ALFRED J. O'FERRALL NOTARY PUBLIC BALTIMORE, MD.

Notary Public.

9

ORDER NISI

LIBER 109 PAGE 345

ALFRED J. O'FERRALL, JR.,

Attorney named in Mortgage

versus

THE KEY CONSTRUCTION CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,222 Equity

Ordered, this 12 day of August, 19 57, That the sale of the Property in these proceedings mentioned, made and reported by Alfred J. O'Ferrall, Jr., Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 day of September next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of September next.

The report states that the amount of sale ~~was~~ was $ 7,800.00

FILED 1957 AUG 12
AM 11:23

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

ALFRED J. O'FERRALL, JR.,

Attorney named in Mortgage

versus

THE KEY CONSTRUCTION CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This day of, 19 that the sale made and reported by the Trustee aforesaid, be and the same hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

10

LIBER 109 PAGE 346

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	NO. 12,222 EQUITY
vs.	:	IN THE CIRCUIT COURT
	:	FOR
THE KEY CONSTRUCTION CORPORATION	:	ANNE ARUNDEL COUNTY
	:	

: : : : : : : : : :

EXCEPTION TO RATIFICATION OF SALE

To the Honorable, the Judges of said Court:

Cecil Knighton, Inc., purchaser at the foreclosure sale of the property mentioned in these proceedings, by R. Tilghman Brice, III, its solicitor, excepts to the final ratification of the sale in these proceedings for the following reasons:

1. That the attorney named in the mortgage filed in these proceedings purported to sell the property described in these proceedings by a good and marketable title, free and clear of all liens and encumbrances.

2. That there have been filed among the Land Records of Anne Arundel County mechanics' liens as hereinafter enumerated which, on their face, do not show whether or not the lien for work and material was for work and material placed on the premises prior to, or subsequent to, the recording of the mortgage mentioned in these proceedings.

3. Said mechanics' liens hereinabove referred to being enumerated as follows:

Harrison Wood Floors, Inc. vs. The Key Construction Corporation, Occident Federal Savings & Loan Assn., Aurora Federal Savings & Loan Assn., Cecil C. Knighton & wife, Edith L. Hooper, The Farmers National Bank of Annapolis, Joseph P. Early & wife, Mechanics' Lien Docket G.T.C. No. 13, folio 32; Lots 42, 43, 44, 46, 68, and 69, Pride Village.

Max Ambach trading as Anchor Floor Covering vs. The Key Construction Corporation, Aurora Federal Savings & Loan Assn., et al, Mechanics' Lien Docket No. G.T.C. No. 13, folio 47; Lots 42, 43, 44, 46, 68, and 69, Pride Village.

Albert H. Jackson vs. The Key Construction Corporation, Occident Federal Savings & Loan Assn., Cecil C. Knighton & wife, Joseph P. Early & wife, Mechanics' Lien Docket No. G.T.C. No. 13, folio 60; Lots 42, 43, 44, 68 and 69, Pride Village.

FILED

1957 SEP 13 PM 12:37

James D. Hicks, County Surveyor, vs. The Key Construction Corporation, contractor, Occident Federal Savings & Loan Assn., Aurora Federal Savings & Loan Assn., et al, Mechanics' Lien Docket G.T.C. No. 13, folio 79, Lots 42, 43, 44, 45, 47, 48, 68, and 69, Pride Village.

4. That the mechanic's lien filed by James D. Hicks shows on its face that the work for which the claim was filed was begun prior to the recording of the mortgage foreclosed in these proceedings.

5. And for such other reasons as may be shown at the hearing on these exceptions.

AND as in duty bound, etc.

CECIL KNIGHTON, INC.

BY _____
Cecil Knighton, President

R. Tilghman Brice, III, Solicitor for Exceptant

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 13th day of September, 1957, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Cecil Knighton, President of Cecil Knighton, Inc., and made oath in due form of law that the matters and things set forth in the foregoing Exception are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

_____
Notary Public

I HEREBY CERTIFY that on this 13th day of September, 1957, I mailed a copy of the foregoing Exception to Ratification of Sale to Alfred J. O'Ferrall, Jr., Attorney named in Mortgage.

_____
R. Tilghman Brice, III, Solicitor for Exceptant

12

I HEREBY CERTIFY that on this 13th day of September, 1957, I mailed a copy of the foregoing Exception to Ratification of Sale to Frankie Wilson, 25 Baltimore-Annapolis Blvd., Glen Burnie, Maryland, attorney for Harrison Wood Floors, Inc.; Louis M. Strauss, 124 South Street, Annapolis, Maryland, attorney for Max Ambach, trading as Anchor Floor Covering; James W. Blackhurst, 1 Central Avenue, S.W., Glen Burnie, Maryland, attorney for Albert H. Jackson; and Noah A. Hillman, Maryland Hotel Building, Annapolis, Maryland, attorney for James D. Hicks, County Surveyor.

R. Tilghman Brice, III, Solicitor
for Exceptant

13

LIBER 109 PAGE 349

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	IN THE
	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
THE KEY CONSTRUCTION CORPORATION	:	No. 12222 Equity

: : : : : : : : : : :

ANSWER TO EXCEPTIONS TO RATIFICATION OF SALE

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

Alfred J. O'Ferrall, Jr., Attorney named in Mortgage, in answer to Exceptions filed in these proceedings, respectfully represents unto Your Honors:

First: He admits the matters and facts set forth in Paragraph 1 of the Exceptions.

Second: He admits the matters and facts set forth in Paragraph 2 of the Exceptions.

Third: At the time of the recordation of the Mortgage naming this respondent as Attorney, namely on August 3, 1956, which Mortgage is recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1050, folio 252, no work had been commenced upon the land which now is the situs of the improvements subsequently erected upon said Lot No. 44, Pride Village, which fact this respondent is prepared to verify.

Fourth: Answering Paragraph 4 of the Exceptions, this respondent avers that James D. Hicks, County Surveyor, does not qualify as a lien claimant under the provisions of Section 1 of Article 63 of the Public General Laws of Maryland.

Fifth: And for such other reasons as may be shown at the hearing of these proceedings.

AND, AS IN DUTY, ETC.

FILED
1957 SEP 17 PM 3:43

Alfred J. O'Ferrall, Jr., Attorney
named in Mortgage

14

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, That on this 16th day of September, 1957, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared ALFRED J. O'FERRALL, JR., Attorney named in Mortgage, and he made oath in due form of law that the matters and facts set forth in the foregoing Answer are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

C. Aileen Ames
C. AILEEN AMES Notary Public.

I hereby certify on this 16th day of September, 1957, that a copy of the aforegoing Answer to Exceptions to Ratification of Sale, has been mailed by United States Post, prepaid, to:

1 - R. Tilghman Brice, 3rd, Lee Building, 8 Church Circle, Annapolis, Maryland, Attorney for Exceptant.

2 - Mrs. Frankie. Wilson, 25 Annapolis Boulevard, Glen Burnie, Maryland, Attorney for Harrison Wood Floors, Inc.

3 - Louis M. Strauss, 124 South Street, Annapolis, Maryland, Attorney for Max Ambach, trading as Anchor Floor Covering Company.

4 - James W. Blackhurst, 1 Central Avenue, Southwest, Glen Burnie, Maryland, Attorney for Albert H. Jackson.

5 - Noah A. Hillman, Maryland Hotel Building, Annapolis, Maryland, Attorney for James D. Hicks, County Surveyor.

Alfred J. O'Ferrall, Jr., Attorney named in Mortgage

ALFRED J. O'FERRALL, JR., Attorney Named in Mortgage VS THE KEY CONSTRUCTION CORPORATION	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12222 EQUITY

LIBER 1009 PAGE 351

ANSWER TO EXCEPTIONS TO RATIFICATION OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Harrison Wood Floors, Inc., by Frankie Wilson, Attorney, in answer to Exceptions filed in these proceedings, respectfully represents unto Your Honors:

First: That it admits the matters and facts set forth in Paragraph 1 of the Exceptions.

Second: It admits that the work done and the materials furnished were subsequent to the Mortgage mentioned in these proceedings but further avers that the amount of the Mortgage was for the sum of $24,500.00 on three houses to be erected on Lots 43-44-46, Pride Village, on a pro-rata of $8,166.66 per house and it feels and therefore avers that the Mortgagee withheld the final payment on the house in question in these Proceedings (Lot No. 44, Pride Village) for the reason that the house has not been completed, and that these funds still remain in the hands of the Mortgagee, for payment on the Mechanic's Liens filed in this case.

Third: That it admits the matters and facts set forth in the third paragraph of the Exceptions.

Fourth: That it has no knowledge of the facts set forth in paragraph four of said Exceptions.

Fifth: And for such other reasons as may be shown at the hearing of these proceedings.

AND, AS IN DUTY BOUND, ETC.

Frankie Wilson
Frankie Wilson, Attorney
for
Harrison Wood Floors, Inc.

HARRISON WOOD FLOORS, INC.

BY E. T. Harrison
Edward T. Harrison,
President

FILED

1957 OCT -4 PM 4:00

1C

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 1st day of October, 1957, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Edward T. Harrison, President, Harrison Wood Floors, Inc., and he made oath in due form of law that the matters and facts set forth in the foregoing Answer are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Frankie D. Wilson

Frankie D. Wilson, Notary Public

I HEREBY CERTIFY on this 1st day of October, 1957, that a copy of the aforegoing Answer to Exceptions to Ratification of Sale, has been mailed by United States Post, prepaid to:

1 - R. Tilghman Brice, Third, Lee Building, 8 Church Circle, Annapolis, Maryland - Attorney for Exceptant.

2 - Alfred J. O'Ferrall, Jr., Attorney named in Mortgage, 1204 Mercantile Trust Building, Baltimore-2-Md.

3 - Louis M. Strauss, 124 South Street, Annapolis, Maryland, Attorney for Max Ambach, Trading as Anchor Floor Covering Company.

4 - James W. Blackhurst, 1 Central Avenue, Southwest, Glen Burnie, Maryland, Attorney for Albert H. Jackson.

5 - Noah A. Hillman, Maryland Hotel Building, Annapolis, Maryland, Attorney for James D. Hicks, County Surveyor.

Frankie Wilson

Frankie Wilson, Attorney
for
Harrison Wood Floors, Inc.

(Sheet Two)

17

LIBER 109 PAGE 353

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	NO. 12,222 EQUITY
	:	IN THE CIRCUIT COURT
vs.	:	FOR
THE KEY CONSTRUCTION CORPORATION	:	ANNE ARUNDEL COUNTY
	:	

PETITION FOR SUBSTITUTION OF PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Cecil Knighton, Inc. respectfully shows:

1. That it was the purchaser of the property mentioned in these proceedings, namely, Lot No. 44 as shown on the Plat of Pride Village.

2. That your Petitioner has sold all its right, title, and interest in said property to Pride Village, Incorporated.

Therefore, your Petitioner prays the Court to pass an order substituting Pride Village, Incorporated as purchaser in the aforementioned proceedings in the place and stead of Cecil Knighton, Inc.

AND, AS IN DUTY BOUND, ETC.

CECIL KNIGHTON, INC.

R. Tilghman Brice, III, Solicitor for Petitioner

BY Cecil C. Knighton, Pres.
Cecil C. Knighton, President

PRIDE VILLAGE, INCORPORATED hereby certifies that it has purchased all the right, title and interest to the property sold in these proceedings, being Lot No. 44 as shown on the Plat of Pride Village, and consents to the substitution of itself as purchaser in these proceedings, and hereby agrees to comply with the terms of sale.

PRIDE VILLAGE, INCORPORATED

BY Cecil C. Knighton, Pres.
Cecil C. Knighton, President

FILED

FILED 2:55
1957 DEC 10 PM 2:55

14

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 10th day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CECIL C. KNIGHTON, President of CECIL KNIGHTON, INC., and made oath in due form of law that the matters and facts set forth in the foregoing Petition for Substitution of Purchaser are true to the best of his knowledge and belief; and also at the same time personally appeared CECIL C. KNIGHTON, President of Pride Village, Incorporated, and made oath in due form of law that the matters and facts as set forth in the foregoing Consent are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

ORDER

Ordered by the Circuit Court for Anne Arundel County this 10th day of December, 1957, upon the foregoing Petition and Consent, that Pride Village, Incorporated be and it is hereby substituted as purchaser of the property sold in these proceedings, namely, Lot No. 44 as shown on a Plat of Pride Village, in the place and stead of Cecil Knighton, Inc.

JUDGE

I HEREBY CERTIFY, That on this 10th day of December, 1957, I mailed a copy of the foregoing Petition and Consent to Alfred J. O'Ferrall, Jr., attorney named in mortgage; ~~Franklin Wilson, attorney for Harrison Wood Floors, Inc.; Louis M. Strauss, attorney for Max Ambach; James W. Blackhurst, attorney for Albert H. Jackson; and Noah A. Willman, attorney for James D. Hicks.~~

R. Tilghman Brice, III, Solicitor for Petitioner

FILED

1958 JAN -7 PM 4:01

19

LIBER 109 PAGE 355

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
THE KEY CONSTRUCTION CORPORATION	*	No. 12,222 - Equity

* * *

D E C R E E

The exceptions of Cecil Knighton, Inc., purchaser at the foreclosure sale, to the final ratification of the sale, coming on for hearing and being submitted, counsel were heard, testimony, including all mechanics' lien claimants, was taken in open court, all claimants except James D. Hicks admitted their services were rendered subsequent to the recording of the mortgage, and counsel for James D. Hicks admitted that notice as required by the statute was not given by his client, the proceedings were read and considered.

It is thereupon, this 7th day of January 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the exceptions to the final ratification of the sale be, and they are hereby, overruled.

It is further ORDERED that the sale made and reported by Alfred J. O'Ferrall, Jr., attorney named in the mortgage, be, and the same is hereby finally ratified and confirmed; and the attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the auditors.

FILED
1958 JAN -7 PM 4:00

Matthew S. Brown
Judge

20

LIBER 109 PAGE 356

In the Case of

Alfred J. O'Ferrall, Jr.,
Attorney named in Mortgage
VS.
The Key Construction Corporation

In the

Circuit Court

For

Anne Arundel County

No. 12,222 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

April 18, 1958

All of which is respectfully submitted.

Laura V. Dickerson
Auditor.

FILED

1958 APR 22 AM 11:16

Dr. in ac.

Alfred J. O'Ferrall, Jr., Attorney named in Mortgage vs.
The Key Construction Corporation

To Attorney for Commissions, viz:		273	44	
To Attorney for Fee, viz:		100	00	373 44
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Defendants' Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		40	00	
Jos. W. Alton, Jr. - Sheriff's costs		3	75	
Jos. C. Deegan - Sheriff's costs		1	50	
Shirley Miller - Stenographer's fee		2	50	
Auditor - stating this account		13	50	81 25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale		32	52	
Capital-Gazette Press - order nisi (sale)		8	00	
Capital-Gazette Press - order nisi (acct)	2	6	00	
Speer Publications, Inc. - handbills		11	58	
The Sun - advertising sale		11	90	
Hartford Accident & Indemnity Co. - bond premium		36	00	
George W. Scible - auctioneer's fee		15	00	
Wm. F. Podlick - one-half cost of survey paid J. R. McCrone, Inc.		22	50	
One-half Federal documentary stamps		4	40	
One-half State documentary stamps		4	40	
J. P. O'Ferrall - notary fees		1	00	153 30
To Occident Federal & Loan Association, mortgagee - this balance on account mortgage claim		7,514	87	7,514 87
				8,122 86
Amount of mortgage Claim Filed		8,247	35	
Cr. Amount allowed above		7,514	87	
Balance subject to decree in personam		732	48	

22

with

Alfred J. O'Ferrall, Jr., Attorney named in Mortgage Cr.

1957					
Aug.	8	Proceeds of Sale	7,800 00		
		Interest on deferred payment from 8/8/57 to 4/10/58	314 50	8,114	50
		Refund cancelled fire insurance policy premium	8 36	8	36
				8,122	86

ORDER NISI

LIBER 109 PAGE 359

Alfred J. O'Ferrall, Jr.,
Attorney named in Mortgage

VERSUS

The Key Construction Corporation

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

FILED
1958 APR 22 AM 11:16

No. 12,222 Equity.

ORDERED, This 22 day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of May next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of May, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 MAY 28 PM 12:53

Benjamin Harrison
Judge.

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,222 Equity

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage
versus
THE KEY CONSTRUCTION CORPORATION

Ordered, this 22nd day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of May next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-8

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 13, 1958

We hereby certify, that the annexed Order Nisi Eq. 12,222 Auditor accounts The Key Construction Corporation

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of May, 1958. The first insertion being made the 24th day of April, 1958

THE CAPITAL-GAZETTE PRESS, INC.

FILED
No. M. G. 1941 1958 MAY 14 PM 2:14 By H. Tilghman

H. Allen Mezger, Assignee	*	
vs.	*	IN THE CIRCUIT COURT
Bessie F. Raines, Widow;	*	FOR
Ernest R. Stadden and	*	ANNE ARUNDEL COUNTY
Harriet V. Stadden, his wife	*	Equity No. 12490

* * * * * * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Assignee

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1958 JAN 15 AM 11:13

ees

No. 12,490 Equity

No Stamps Required

RECORDATION TAX ACT OF 1947 $5.50 $5.50

RECORDATION TAX ACT OF 1947 $2.20 $2.20

RECORDATION TAX ACT OF 1947 55 CENTS 55

THIS MORTGAGE, Made this 20th day of March - - -, in the year one thousand nine hundred and fifty-six , between BESSIE F. RAINES, Widow, ERNEST R. STADDEN and HARRIET V. STADDEN, his wife, -, of the County of Anne Arundel , in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Seventy-Nine Hundred ($7900.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Seventy-Seven ($77.00) Dollars - - - - - - - - - - - - commencing on the tenth - - -day of May - - ,1956, and on the tenth - - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those - - lots of ground situate and lying in the Third Election District

of Anne Arundel County, Maryland - , and described as follows:

~~BEGINNING~~

THE FIRST of said lots being known and designated as Lot No. Fifty-six (56) on Plat "A" of Green Haven and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-8, Plat 344 (Old Reference being Plat Book G.W. 1, Section 3, folio 344) as shown on said plat as fronting One Hundred (100) feet on Catherine Street with a depth of Sixty (60) feet.

THE SECOND being all that lot of ground contiguous to the parcel first described and beginning for the same at a point situated South Seventy-eight (78) degrees Fifty-one (51) minutes East One Hundred Ninety-eight (198) feet from a stone planted on the East side of Outing Avenue as shown on the Plat of Outing Park and recorded among the Land Records of Anne Arundel County and in the South line of the land described in a Deed from James E. Gerahty to Frank Zizzi and wife and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 13, folio 131 (said stone being set on the East side of Outing Avenue North Thirteen (13) degrees Twenty-one (21) minutes East Three Hundred Seventy-seven and Forty-five One-Hundredths (377.45) feet from the North side of Second Avenue) and running thence from said place of beginning South Seventy-eight (78) degrees Fifty-one (51) minutes East One Hundred Eighty-three and Fifty One Hundredths (183.50) feet to the Easternmost outline of the whole tract of which the lot now being described is a part; thence binding on said outline North Thirteen (13)

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ATTORNEYS AND
NSELLORS AT LAW
ALTIMORE 1, MD.

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degrees Twenty-one (21) minutes East One Hundred Seventy-nine and Eighty-six One Hundredths (179.86) feet; thence South Eighty-four (84) degrees Forty-eight (48) minutes West Two Hundred Thirteen and Forty-two One Hundredths (213.42) feet to a pipe; thence South Five (5) degrees Twelve (12) minutes East Sixty-one (61) feet; thence South Thirteen (13) degrees Twenty-one (21) minutes West Sixty (60) feet to the place of beginning. Containing Sixty-five One Hundredths (0.65) of an acre, more or less.

BEING the same lots of ground which by Deed dated July 30th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 705, folio 518, were granted and conveyed by William A. Cole and Christina Cole, his wife, to Bessie F. Raines, Widow, one of the within named mortgagors.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot s of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject, however, to restrictions of record.

PROVIDED, however, if the said mortgagors, their heirs, personal representatatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly -

on or before the tenth - - - - - - - - - - - - - - - - - day of each and every month the sum of Thirteen ($13.00) Dollars - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptoy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of

LIBER 1010 PAGE 215

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ATTORNEYS AND
INSELLORS AT LAW
ALTIMORE 1, MD.

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

AND the said Ernest R. Stadden and Harriet V. Stadden, his wife, join in the execution of this mortgage for the sole purpose of personally assuming the repayment of the said mortgage indebtedness or any monies that may be due hereunder and for such purposes hereby bind themselves to all the covenants, conditions and terms of this mortgage as fully and in the same manner and to the same extent as if each of them were the actual borrowers of the mortgage loan.

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be reqquisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

Betty Lou Vogt

Bessie F. Raines (SEAL)
Bessie F. Raines, Widow

Ernest R. Stadden (SEAL)
Ernest R. Stadden

Harriet V. Stadden (SEAL)
Harriet V. Stadden

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20th day of March - ,1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Bessie F. Raines, Widow, Ernest R. Stadden and Harriet V. Stadden, his wife, -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt Notary Public

My Commission Expires May 6th, 1957

Rec'd for record Mar. 21 1956, at 9:05 A.M.
Mailed to Mezger & Mezger

LIBER 1010 PAGE 216

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

5

BALTIMORE, MARYLAND

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purposes of foreclosure.

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this 10th day of January, 1958.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

Elaine E. Seeger
ELAINE E. SEEGER

By: John P. Helmer
John P. Helmer, President

5M—8-57

SHORT ASSIGNMENT

OF MORTGAGE

FROM

Arundel Federal Savings and Loan Association of Baltimore City

TO

H. Allen Mezger, Assignee

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 19

at o'clock M. Same day

recorded in Liber No.

Folio etc., one of the

Records of Anne Arundel County, and examined

Per

Clerk.

MEZGER + MEZGER 1.00

REC'D FOR RECORD IN ANNE ARUNDEL COUNTY
1958 JAN 11 AM 9:00
& RECORDED IN LIBER GTC
No. 1010 FOLIO 216
GEO. T. CROMWELL, CLERK

MORTGAGE

From:

Bessie F. Raines, Widow,
Ernest R. Stadden and
Harriet V. Stadden, his wife

To:

Arundel Federal Savings and Loan Association of Baltimore City.

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 21 Day of MARCH 1956, at 9:05 A.M. and the same day recorded in Liber G.T.C. No 1010 Fol 213 Land Records of Anne Arundel County

GEORGE T. CROMWELL, Clerk

Bo. 7.50

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
200 WEST SARATOGA STREET
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

Milita Affidavit under Soldiers' and Sa rs' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

LIBER 109 PAGE 366

IN THE

CIRCUIT COURT

OF

~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY

Equity No. 12,490

~~DOCKET~~ ..... ~~FOLIO~~ .....

H. Allen Mezger, Assignee

vs.

Bessie F. Raines, Widow; Ernest R. Stadden and Harriet V. Stadden, his wife.

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President, of the Arundel Federal Savings and Loan Association of Baltimore City - - - - - - - - - - - - and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

(2) said defendant is not in the military service of any nation allied with the United States,

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer
John P. Helmer, *Affiant.*
President

Subscribed and sworn to before me this 31st day of January 1958

E. Jane Rusinek
E. Jane Rusinek *Notary Public*

My Commission Expires May 4th, 1959.

FILED

1958 FEB -5 AM 9:48

8

STATEMENT OF MORTGAGE CLAIM

H. Allen Mezger, Assignee

vs.

Bessie F. Raines, Widow; Ernest R. Stadden and Harriet V. Stadden, his wife.

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

Equity No. 12,490

LIBER 109 PAGE 367

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 7,900.00
Less - Total amount paid on account of Principal	$ 469.06	
Less Credit Expense Account	114.79	583.85
Net Balance		$ 7,316.15
Plus accumulated interest to February 28, 1958 (with interest thereafter at the rate of 6% per annum)		74.50
Total amount of Mortgage Indebtedness		$ 7,390.65

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr.
Henry C. Bourke, Jr., Treasurer

COUNTY OF ANNE ARUNDEL

STATE OF MARYLAND, [redacted], Sct.

I HEREBY CERTIFY, That on this 31st day of January in the year nineteen hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for said County of Anne Arundel personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

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1958 FEB -5 AM 9:48

As witness my hand and Notarial Seal.

E. Jane Rusinek Notary Public.

My Commission Expires May 4th, 1959.

9

12490

Jud. 14042.
Assignee's
~~MORTGAGEE OR ATTORNEYS'~~ BOND

LIBER 9 PAGE 229 No. 12,490 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger

200 W. Saratoga Street, Baltimore 1, Maryland

of

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven thousand four hundred and 00/100 ($7,400.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of February in the year of our Lord nineteen hundred and fifty-eight.

WHEREAS, the above bounden H. Allen Mezger an assignment of by virtue of/a power contained in mortgage from Bessie F. Raines, widow, Ernest R. Stadden and Harriet V. Stadden, his wife to Arundel Federal Savings and Loan Association of Baltimore City

dated March 20, 1956 and recorded in Liber G.T.C. No. 1010 folio 213 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger by assignment of power in him in said mortgage; is about to execute the power vested

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Elaine E. Seeger
Elaine E. Seeger

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Edward Annen
Edward Annen, Attorney in fact

ATTEST:

Carol Swann

Bond approved this 5th day of February, 1958.
George T. Bromwell, Clerk

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1958 FEB -5 AM 9:48

LIBER 109 PAGE 368

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ees

H. Allen Mezger, Assignee	*	
		IN THE CIRCUIT COURT
vs.	*	
		FOR
Bessie F. Raines, Widow; Ernest	*	
		ANNE ARUNDEL COUNTY
R. Stadden and Harriet V.	*	
		Equity No. 12,490
Stadden, his wife	*	

* * * * * * * * * * * * * *

LIBER 109 PAGE 369

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Bessie F. Raines, Widow; Ernest R. Stadden and Harriet V. Stadden, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Bessie F. Raines, Widow; Ernest R. Stadden and Harriet V. Stadden, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated March 20th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1010, folio 213, which mortgage was then duly assigned on January 11th, 1958, to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Friday, February 14th, 1958, at 2:00 o'clock P.M. attend on the premises and then and there sold at public auction, all those lots of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder at and for the sum of Five Thousand ($5,000.00) Dollars the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Assignee

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1958 FEB 20 AM 10:18

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

//

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 19th day of February, 1958, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Elaine E. Seeger, Notary Public

My Commission Expires May 4th, 1959.

H. Allen Mezger, Assignee	*	
		IN THE CIRCUIT COURT
vs.	*	
		FOR
Bessie F. Raines, Widow; Ernest	*	
		ANNE ARUNDEL COUNTY
R. Stadden and Harriet V.	*	
		Equity No. 12,490
Stadden, his wife	*	

* * * * * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 14th day of February, 1958, we sold at public auction for the highest price obtainable to Arundel Federal Savings and Loan Association of Baltimore City the fee simple property described as follows:

> ALL THOSE LOTS of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, and described as follows: THE FIRST of said lots being known and designated as Lot No. Fifty-Six (56) on Plat "A" of Green Haven and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-8, Plat 344 (Old Reference being Plat Book G.W. 1, Section 3, folio 344) as shown on said plat as fronting One Hundred (100) feet on Catherine Street with a depth of Sixty (60) feet. THE SECOND being all that lot of ground contiguous to the parcel first described and beginning for the same at a point situated South Seventy-Eight (78) degrees Fifty-One (51) minutes East One Hundred Ninety-Eight (198) feet from a stone planted on the East side of Outing Avenue as shown on the Plat of Outing Park and recorded among the Land Records of Anne Arundel County and in the South line of the land described in a Deed from James E. Gerahty to Frank Zizzi and wife and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 13, folio 131 (said stone being set on the East side of Outing Avenue North Thirteen (13) degrees Twenty-One (21) minutes East Three Hundred Seventy-Seven and Forty-Five One-Hundredths (377.45) feet from the North side of Second Avenue) and running thence from said place of beginning South Seventy-Eight (78) degrees Fifty-One (51) minutes East One Hundred Eighty-Three and Fifty One-Hundredths (183.50) feet to the Easternmost outline of the whole tract of which the lot now being described is a part; thence binding on said outline North Thirteen (13) degrees Twenty-One (21) minutes East One Hundred Seventy-Nine and Eighty-Six One-Hundredths (179.86) feet; thence South Eighty-Four (84) degrees Forty-Eight (48) minutes West Two Hundred Thirteen and Forty-Two One-Hundredths (213.42) feet to a pipe; thence South Five (5) degrees Twelve (12) minutes East Sixty-One (61) feet; thence South Thirteen (13) degrees Twenty-One (21) minutes West Sixty (60) feet to the place of beginning. Containing Sixty-Five One-Hundredths (0.65) of an acre, more or less.

at and for the price of Five Thousand ($5,000.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its President.

E. T. NEWELL & CO., INC., AUCTIONEERS

By: John M. Miller, Jr., President.

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

13

I/We hereby certify that I/we purchased the aforementioned and described property at and for the price of Five Thousand ($5,000.00)Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by Henry C. Bourke, Jr., its Treasurer.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr., Treasurer

ORDER NISI

LIBER 109 PAGE 373

H. ALLEN MEZGER, Assignee

versus

BESSIE F. RAINES, Widow;
ERNEST R. STADDEN and
HARRIET V. STADDEN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,490 Equity

Ordered, this 20 day of February, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by H. Allen Mezger, Assignee ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31 day of March next.

The report states that the amount of sales ~~xxxxx~~ was $ 5,000.00

FILED 1958 FEB 20 AM 10:18

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

H. ALLEN MEZGER, Assignee

versus

BESSIE F. RAINES, Widow;
ERNEST R. STADDEN and
HARRIET V. STADDEN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of April, 19 Finally that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans

Judge

FILED

1958 APR -2 AM 9:39

15

MEZGER & MEZGER
Attorneys
200 West Saratoga St.
Baltimore 1, Maryland

Assignee's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A FRAME APPROVED ROOF DWELLING LOCATED WEST SIDE OF CATHERINE AVENUE, FIRST HOUSE SOUTH OF SHORE ROAD, GREEN HAVEN, 3RD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in the mortgage dated March 20th, 1956, from Bessie F. Raines, Widow, Ernest R. Stadden and Harriet V. Stadden, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1010, folio 213, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on

Friday, Feb. 14th, 1958 at 2 o'clock P.M.

All those lots of ground situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: The first of said lots being known and designated as Lot No. fifty-six (56) on Plat "A" of Green Haven and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-8, Plat 344 (old reference being Plat Book G.W. 1, Section 3, folio 344) as shown on said plat as fronting one hundred (100) feet on Catherine Street with a depth of sixty (60) feet. The second being all that lot of ground contiguous to the parcel first described and beginning for the same at a point situated south seventy-eight (78) degrees fifty-one (51) minutes east one hundred ninety-eight (198) feet from a stone planted on the east side of Outing Avenue as shown on the Plat of Outing Park and recorded among the Land Records of Anne Arundel County and in the south line of the land described in a deed from James E. Gerahty to Frank Zizzi and wife and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 13, folio 131 (said stone being set on the east side of Outing Avenue north thirteen (13) degrees twenty-one (21) minutes East three hundred seventy-seven and forty-five one-hundredths (377.45) feet from the north side of Second Avenue) and running thence from said place of beginning south seventy-eight (78) degrees fifty-one (51) minutes east one hundred eighty-three and fifty one hundredths (183.50) feet to the easternment outline of the whole tract of which the lot now being described is a part; thence binding on said outline north thirteen (13) degrees twenty-one (21) minutes east one hundred seventy-nine and eighty-six one hundredths (179.86) feet; thence south eighty-four (84) degrees forty-eight (48) minutes west two hundred thirteen and forty-two one hundredths (213.42) feet to a pipe; thence south five (5) degrees twelve (12) minutes east sixty-one (61) feet; thence south thirteen (13) degrees twenty-one (21) minutes west sixty (60) feet to the place of beginning. Containing sixty-five one-hundredths (0.65) of an acre, more or less.

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

12.401

LIBER 109 PAGE 374

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1958

We hereby certify, that the annexed

Assignee's Mortgage Sale

Bessie F. Raines

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of February, 1958. The first insertion being made the 23rd day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 20 Mar., 1958, at 10:15 a.m.

. TERMS OF SALE:—Cash upon ratification of sale. Expenses to be adjusted to the date of sale. A deposit of $500.00 will be required of the purchaser at the time and place of the sale; balance of purchase money to bear interest at the rate of 6% per annum from day of sale.

H. ALLEN MEZGER,
Assignee.

E. T. Newell & Co., Inc.,
Auctioneer.

F-13

LIBER 109 PAGE 375

OFFI' OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,490 Equity

H. ALLEN MEZGER, Assignee
versus
BESSIE F. RAINES, Widow;
ERNEST R. STADDEN and
HARRIET V. STADDEN, his wife

Ordered, this 20th day of February, 1958, That the sale of the Property in these proceedings mentioned, made and reported by H. Allen Mezger, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of March next.

The report states that the amount of sale was $5,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

M-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1, 1958

We hereby certify, that the annexed Order Nisi Sale Eq. 12,490 Bessie F. Raines was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of March, 1958. The first insertion being made the 27th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
No. M. G. 816
1958 APR -1 PM 1:48

17

LIBER 109 PAGE 376

In the Case of

H. Allen Mezger,

Assignee

VS.

Bessie F. Raines, Widow,

Ernest R. Stadden and

Harriet V. Stadden, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,490 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

April 11, 1958

All of which is respectfully submitted.

Laura K. Schlaug

Auditor.

FILED

1958 APR 18 AM 9:16

Dr. H. Allen Mezger, Assignee vs. Bessie F. Raines, Widow, Ernest R. Stadden and Harriet V. Stadden, his wife in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	180	00	230	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	70	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	13	20		
Maryland Casualty Co. - bond premium	29	60		
E.T. Newell & Co., Inc. -auctioneer's fee	35	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
E. Jane Rusinek - notary fees	1	00		
Elaine E. Seeger - notary fee		50	169	80
To Assignee for Taxes, viz: 1958 State and County taxes ($115.10) - adjusted - 45 days	14	18	14	18
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	4,534	52	4,534	52
			5,000	00
Amount of mortgage claim filed	7,390	65		
Cr. Amount allowed above	4,534	52		
Balance subject to decree in personam	2,856	13		

19

with

H. Allen Mezger, Assignee

Cr.

1958				
Feb.	14	Proceeds of Sale	5,000 00	5,000 00
				5,000 00

19 19 19 ccount his wife low, nty JRT Docket

FILED
1958 APR 18 AM 9:16

ORDER NISI LIBER 109 PAGE 379

H. Allen Mezger,
Assignee
VERSUS
Bessie F. Raines, Widow,
Ernest R. Stadden and
Harriet V. Stadden, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,490 Equity.

ORDERED, This 18 day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of May next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th day of May, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew Crane
Judge

FILED
1958 MAY 29 AM 10:56

LIBER 109 PAGE 380

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,490 Equity

H. ALLEN MEZGER, Assignee
versus
BESSIE F. RAINES, Widow, ERNEST R. STADDEN and HARRIET V. STADDEN, his wife

Ordered, this 18th day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26th day of May next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of May next.

GEORGE T. CROMWELL, Clerk
True Copy, Test:
GEORGE T. CROMWELL, Clerk
M-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,490

Auditor account.

Bessie F. Raines

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of May, 1958. The first insertion being made the 24th day of April, 1958

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1930 1958 MAY 28 PM 3:30 By H. Tilghman

47

LIBER 109 PAGE 381

V. CHARLES RINAUDO Assignee 2 W. Preston Street	*	IN THE
	*	CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
JAMES ATLEE WHITEHEAD and MARY IRENE PETERSON WHITEHEAD, his wife 125 Main Avenue	*	IN EQUITY No. 12,419 Equity
	*	

* * * * * * * * * * *

Mr. Clerk:

Please docket the above entitled case and file Petitioner's Exhibit, "NUMBER ONE".

V. Charles Rinaudo
Attorney

FILED
1958 JAN 21 AM 9:08

VA Form 4-6318 (Home Loan). Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 1023 PAGE 509

MARYLAND

LIBER 109 PAGE 382

No. 12,499 Equity

MORTGAGE

THIS MORTGAGE, made this 11 day of May, A. D. 19 56, by and between

James Atlee Whitehead and Mary Irene Peterson Whitehead, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and Loyola Federal Savings and Loan Association,

a corporation organized and existing under the laws of the United States hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ten thousand nine hundred - - - - - - - - - - - - - - - - - - Dollars ($ 10,900.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four & one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of Loyola Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-five dollars and twenty-four cents - - - - - - - - Dollars ($ 55.24), commencing on the first day of June, 19 56, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 19 86. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

Being known and designated as Lot No. 37, as shown on the Plat of Groh Subdivision, Resubdivision of Lots 2 through 22, Glen Burnie, Maryland, prepared by John W. Boutwell, Jr., Registered Surveyor, dated February 24th, 1955 and recorded among the Land Records of Anne Arundel County in PlatBook No. 26, Folio 6. Improvements known as No. 125 Main Avenue.

Being same lot of ground in Assignment dated even date herewith and recorded among the Land Records of Anne Arundel County prior hereto from Fifty-Six Corporation to James Atlee Whitehead and wife.

January 17, 1958

For Value Received Loyola Federal Savings and Loan Association hereby assigns the within Mortgage unto V. Charles Rinaudo.

AS WITNESS the corporate seal of said body corporate and the signature of its Vice-President, James E. Jones.

WITNESS: Caroline M. Schmidt

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION
By James E. Jones, Vice-President

CAROLINE M. SCHMIDT

FILED
1958 JAN 21 PM 1:45

*Delete italicized words if Mortgagee is not a building and loan association.

16—49890-7

2

"The Mortgagor further agrees that should this mortgage and the note secured hereby not be guaranteed or insured under the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date hereof, the beneficiary or other holder of the note secured hereby may, at its option, declare all sums secured by this mortgage immediately due and payable. The failure to procure such written guarantee or insurance from the Veterans' Administration within sixty days from the date hereof, will be deemed conclusive proof of the inability to secure such guarantee or insurance. This modification was made prior to execution and acknowledgment of this instrument."

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

36" Welbilt Gas Range #5467

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the termof years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of $96.00 payable in equal semi-annual instalments on the 20th days of June andDecember in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

16—40590-5

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for 30 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Richard D. Biggs, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of $109.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

James Atlee Whitehead [SEAL]
James Atlee Whitehead

[SEAL]

Mary Irene Peterson Whitehead [SEAL]
Mary Irene Peterson Whitehead

Regina Graham [SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this day of May, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared James Atlee Whitehead and Mary Irene Peterson Whitehead, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Charles J.Fleury, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Regina Graham
Notary Public.

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD

Rec'd for record May 3 1956 at 3.07 pm
Mailed to Biggs & Kirk

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1956 JAN 21 AM 9:04
& RECORDED IN LIBER GTC
NO. 1023 FOLIO 513
GEO. F. CROMWELL, CLERK

Tele on Equity
Cancel

STATE OF MARYLAND
CASE NO. 200504

Mortgage
Also index in chattels

FROM

JAMES ATLEE WHITEHEAD AND WIFE

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 1956 at 3 o'clock M.
Same day recorded in Liber No. 1023 Folio 509 &c.,
one of the Land Records of ..... and examined per ..... Clerk.

Cost of Record, $ 15.00

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1956 MAY -3 PM 3:07
& RECORDED IN LIBER GTC
NO. 1023 FOLIO 509
GEO. F. CROMWELL, CLERK

BIGGS & KIRK
2 W. PRESTON ST.
BALTIMORE 1, MD.

V. CHARLES RINAUDO, ASSIGNEE 2 W. Preston Street Plaintiff	*	IN THE
	*	CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
JAMES ATLEE WHITEHEAD and MARY IRENE PETERSON WHITEHEAD, his wife 125 Main Avenue	*	IN EQUITY
	*	No. 12,499 Equity

* * * * * * * * * * * *

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20th day of January, 1958, before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared James H. Jones, Vice-President of Loyola Federal Savings and Loan Association and made oath in due form of Law that he knows the defendant herein and that to the best of his information, knowledge and belief

(1) said defendant is not in the military service of the United States;

(2) said defendant is not in the military service of any nation allied with the United States;

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act;

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE, MD.

James H. Jones
Affiant

Carolyn M. Schmidt
Carolyn M. Schmidt, Notary Public

FILED
1958 JAN 21 AM 9:08

6

LIBER 109 PAGE 387

V. CHARLES RINAUDO, ASSIGNEE	*	IN THE
VS.	*	CIRCUIT COURT OF
JAMES ATLEE WHITEHEAD and MARY IRENE PETERSON WHITEHEAD, his wife 125 Main Avenue	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
	*	No. 12,499 Equity

* * * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from James Atlee Whitehead and Mary Irene Peterson Whitehead, his wife, to it dated the 1st day of May, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1023 Folio 509

Original Amount of Loan dated 5/1/56	$10,900.00	
Paid on account of principal	219.99	
Balance Due		$10,680.01
Property Expense Balance, Debit		30.03
		$10,710.04
Interest, six months		240.24
		$10,950.28

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th day of January, in the year nineteen hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared James H. Jones, Vice-President of Loyola Federal Savings and Loan Association and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE MD.

Carolyn M. Schmidt
Carolyn M. Schmidt, Notary Public

FILED
1958 JAN 21 AM 9:08

7

SURETY DEPARTMENT

BOND NO. 3331593

LIBER 9 PAGE 215

No. 12,499 Equity

LIBER 109 PAGE 388

Hartford Accident and Indemnity Company

HARTFORD • CONNECTICUT

(*A Stock Company*)

MORTGAGEE'S OR ATTORNEY'S BOND

Know All Men By These Presents, That we, V. Charles Rinaudo, 2 West Preston Street, Baltimore, Maryland as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of ELEVEN THOUSAND AND NO/100 ($11,000.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 20th day of January in the year nineteen hundred and Fifty-Eight.

Whereas, the above bounden V. Charles Rinaudo

by virtue of the power contained in a mortgage from James Atlee Whitehead and Mary Irene Peterson Whitehead, his wife to V. Charles Rinaudo bearing date the 1st day of May nineteen hundred and Fifty-Six and recorded among the land records of Anne Arundel County ( ) in Liber GTC No. 1023 Folio 509 and

125 Main Avenue, Glen Burnie

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Condition of this Obligation is such, that if the above bounden V. Charles Rinaudo

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered in presence of

Carolyn M. Schmidt

Bobbie McCarter

Bobbie McCarter

V. Charles Rinaudo [SEAL]

[SEAL]

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By Hugh H. Geer, Attorney-in-fact [SEAL]

FILED

1958 JAN 21 AM 9:08

Bond Approved This 21st Day of January 1958

George T. Connor, Clerk

Form S-3450 Printed in U. S. A.

8

LIBER 109 PAGE 389

V. CHARLES RINAUDO
Assignee

vs.

JAMES ATLEE WHITEHEAD and
MARY IRENE PETERSON WHITEHEAD, his wife
125 Main Avenue

IN THE

CIRCUIT COURT OF
ANNE ARUNDEL COUNTY

IN EQUITY

13,499 Equity

REPORT OF SALE

V. Charles Rinaudo
The report of , Assignee of a mortgage made by

James Atlee Whitehead and Mary Irene Peterson Whitehead, his wife to Loyola Federal Savings and Loan Association and duly assigned to V. Charles Rinaudo, Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1023 Folio 509, and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Monday, March 3, 1958 at 1 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situate in Anne Arundel County, State of Maryland, and described as follows:

Being known and designated as Lot No. 37, as shown on the Plat of Groh Subdivision, Resubdivision of Lots 2 through 22, Glen Burnie, Maryland, prepared by John W. Boutwell, Jr., Registered Surveyor, dated February 24th, 1955 and recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 6. Improvements known as No. 125 Main Avenue.

FILED

1958 MAR -7 AM 10:58

Equity No. 12,499

Ground Rent $96.00 Per Annum
payable on the 20th days of June and December

AND your Assignee sold the above described property unto

Loyola Federal Savings and Loan Association

for the sum of $10,300 , it being at that price the highest bidder therefore, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

V. Charles Rinaudo
Assignee
V. Charles Rinaudo

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 5th day of March, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared V. Charles Rinaudo, the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

NOTARIAL SEAL PUBLIC

Carolyn M. Schmidt
Notary Public
Carolyn M. Schmidt

V. CHARLES RINAUDO
Assignee
2 W. Preston Street

VS.

JAMES ATLEE WHITEHEAD and
MARY IRENE PETERSON WHITEHEAD,
his wife
125 Main Avenue

LIBER 109 * PAGE 391

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
IN EQUITY
12,499 Equity

* * * * * * * * * *

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this 3rd day of March, 1958, he sold at public auction, for the highest price obtainable, to Loyola Federal Savings and Loan Association the following described property:

> Being known and designated as Lot No. 37, as shown on the Plat of Groh Subdivision, Resubdivision of Lots 2 through 22, Glen Burnie, Maryland, prepared by John W. Boutwell, Jr., Registered Surveyor, dated February 24th, 1955 and recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 5. Improvements known as No. 125 Main Avenue.

at and for the price of Ten Thousand Three Hundred Dollars ($10,300).

AS WITNESS the corporate seal of the said Auctioneer and the signature of its President.

WITNESS:
Caroline M. Schmuck

President

The undersigned Purchaser of the above described property does hereby certify that it bought said property at the auction at and for the price of Ten Thousand Three Hundred Dollars ($10,300).

AS WITNESS the corporate seal of said purchaser and the signature of its Vice- President.

WITNESS:
Elizabeth M. Lee
Asst. Secy.

Vice- President

FILED
1958 MAR -7 AM 10:58

ORDER NISI

LIBER 109 PAGE 392

V. Charles Rinaudo, Assignee

versus

James Atlee Whitehead and
Mary Irene Peterson Whitehead,
his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,499 Equity

Ordered, this 7 day of March, 1958, That the sale of the Property in these proceedings mentioned, made and reported by V. Charles Rinaudo, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14 day of April next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of April next.

The report states that the amount of sales was $ 10,300.00

FILED 1958 MAR 7 AM 10:58

George T. Carnaval Clerk.

True Copy,

TEST: Clerk.

(Final Order)

V. Charles Rinaudo, Assignee

versus

James Atlee Whitehead and
Mary Irene Peterson Whitehead,
his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of April, 1958, that the sale made and reported by the Assignee aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED

1958 APR 15 PM 3:25

V. CHARLES RINAUDO
Solicitor
2 W. Preston Street
Baltimore 1, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

situate in the Third Election District of Anne Arundel County, Maryland

By virtue of the power and authority contained in a mortgage from James Atlee Whitehead and Mary Irene Peterson Whitehead, his wife, dated the 1st day of May, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1023 Folio 509, the undersigned assignee of said mortgage (default having occurred thereunder), will sell at public auction on the premises, on

Monday, March 3, 1958
At 1 o'clock P. M.

the following property:

Being known and designated as Lot No. 37, as shown on the Plat of Groh Subdivision, Resubdivision of Lots 2 through 22, Glen Burnie, Maryland, prepared by John W. Boutwell, Jr., Registered Surveyor, dated February 24th, 1955, and recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 6. Improvements known as No. 125 Main Avenue.

Subject to the payment of an annual ground rent of $96.00 payable in equal semi-annual installments on the 20th days of June and December in each and every year.

The property is improved by a one-story frame dwelling with full basement, containing six rooms and one bath, composition shingle roof, forced hot air gas fired heating system.

TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

For further particulars, apply to

V. CHARLES RINAUDO
Assignee
2 W. Preston Street
Baltimore, Maryland
E. T. NEWELL, Auctioneer F-27

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 393

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1958

We hereby certify, that the annexed

Attorney's Sale

Equity No. 12,499

Jas. Atlee Whitehead

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of March, 1958. The first insertion being made the 6th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 20 Mar, 1958, at 10:15 A.M. 13

OFFI(OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 394

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,499 Equity

V. CHARLES RINAUDO, Assignee
versus
JAMES ATLEE WHITEHEAD and MARY IRENE PETERSON WHITEHEAD, his wife

Ordered, this 7th day of March, 1958, That the sale of the Property in these proceedings mentioned, made and reported by V. Charles Rinaudo, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of April next.

The report states that the amount of sale was $10,300.00.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
A-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 9, 1958

We hereby certify, that the annexed Order Nisi - Sale Eq. 12,499 James Atlee Whitehead was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of April, 1958. The first insertion being made the 13th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 869 1958 APR -9 AM 11:48 By H. Tilghman

LIBER 109 PAGE 395

In the Case of

V. Charles Rinaudo,
Assignee
vs.
James Atlee Whitehead
and
Mary Irene Peterson Whitehead, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,499 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

April 22, 1958

All of which is respectfully submitted.

Laura K. Tucker
Auditor.

FILED

1958 APR 24 PM 12:22

Dr. in ac.

V. Charles Rinaudo, Assignee, vs. James Atlee Whitehead and Mary Irene Peterson Whitehead, his wife

To Attorney for Fee, in lieu of Fee and Commissions, as agreed, viz:	250	00	250	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	46	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	23	60		
Hartford Accident & Indemnity Co. -bond premium	44	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	5	77		
Carolyn M. Schmidt - notary fees	2	00		
Clerk of Court - recording assignment	1	00		
Registered Mail		63	168	02
To Loyola Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	9,825	98	9,825	98
			10,300	00
Amount of mortgage claim filed	10,950	28		
Cr. Amount allowed above	9,825	98		
Balance subject to decree in personam	1,124	30		

with V. Charles Rinaudo, Assignee Cr.

1958				
Mar.	3	Proceeds of Sale	10,300 00	10,300 00
				10,300 00

ORDER NISI

LIBER 109 PAGE 398

V. Charles Rinaudo,
Assignee
VERSUS
James Atlee Whitehead
and
Mary Irene Peterson Whitehead
his wife

FILED
1958 APR 24 PM 12:22

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,499 Equity.

ORDERED, This 24 day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2 day of ~~May~~ June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2 day of June ~~May~~ next.

George [illegible] Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3d day of June, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 JUN -3 PM 3:19

Benjamin [illegible]
Judge

18

OFF[illegible] OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 109 PAGE 399

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,499 Equity

V. CHARLES RINAUDO, Assignee
Versus
JAMES ATLEE WHITEHEAD
and
MARY IRENE PETERSON WHITEHEAD, his wife

Ordered, this 24 day of April, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause. BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2nd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of June next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

M-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29, 1958

We hereby certify, that the annexed Order Nisi Eq. 12,499 Auditor Account James Atlee Whitehead was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of June, 1958. The first insertion being made the 1st day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
No. M[illegible] 1964
1958 MAY 29 PM 3:22

19

LIBER 109 PAGE 400

IN THE MATTER OF THE SALE of the MORTGAGED LEASEHOLD PROPERTY of WILLIAM FREDERICK FRENTZ,III, and BETTY MAE FRENTZ, his wife	:	NO. 12,466 EQUITY IN THE CIRCUIT COURT for ANNE ARUNDEL COUNTY IN EQUITY DOCKET 17, FOLIO 205

MR. GEORGE T. CROMWELL, CLERK:

Please docket the above entitled case, and file the accompanying original Mortgage upon the property described therein and situated in Anne Arundel County, State of Maryland, from WILLIAM FREDERICK FRENTZ, III, and BETTY MAE FRENTZ, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, for the sum of Ten Thousand One Hundred and 00/100 ($10,100.00) Dollars, dated October 11th, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 973, Folio 74, and marked "ATTORNEY'S EXHIBIT No. 1," together with the accompanying Affidavit regarding the Military Status of said defendants, and marked "ATTORNEY'S EXHIBIT NO. 2."

December 24th, 1957.

William F. Podlich

(William F. Podlich) Attorney Named in Mortgage

FILED

1957 DEC 26 AM 11:34

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

ATTORNEY'S EXHIBIT NO. 1 — No. 12466 Equity

This Mortgage, made this 11th day of October, in the year one thousand nine hundred and fifty-five, between WILLIAM FREDERICK FRENTZ, III and BETTY MAE FRENTZ, his wife, - - - - - - - - - - - - of - - - - - - - - - - - - - - - Anne Arundel County, in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said WILLIAM FREDERICK FRENTZ, III and BETTY MAE FRENTZ, his wife, - - - - - - - - - - - - - - - the sum of TEN THOUSAND ONE HUNDRED and no/100 ($10,100.00)- - - - - - - - - - - dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of five and one-half ($5\frac{1}{2}$%) per cent per annum, in the manner following:

By the payment of Sixty-two and 05/100 ($62.05)- - - - - - - - - - - - - - - dollars on or before the twentieth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said WILLIAM FREDERICK FRENTZ, III and BETTY MAE FRENTZ, his wife, - - - - - - - - do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in the Third Election District of Anne Arundel County - , State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered Twenty-seven (27), fronting on the southwest side of St. James Drive, as shown on the Plat of Section One (1) of Lehigh, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book JHH No. 25, Folio 48.

BEING the same lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from The Dixie Corporation unto the Mortgagors herein.

FILED

1957 DEC 26 AM 11:34

2

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining. **TO HAVE AND TO HOLD** the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, ~~in fee simple, forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of **One Hundred Eight ($108.00) Dollars, payable in even and equal half-yearly installments on the 7th days of March and September in each and every year.**

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the twentieth day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the aforegoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

5

LIBER 973 PAGE 77 LIBER 109 PAGE 404

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

TEST:

Thelma B. Breeden
(Thelma B. Breeden)

William Frederick Frentz III (SEAL)
William Frederick Frentz, III

Betty Mae Frentz (SEAL)
Betty Mae Frentz

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 11th day of October in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared WILLIAM FREDERICK FRENTZ, III and BETTY MAE FRENTZ, his wife- - - - - - - - - - - - - , the mortgagor(s), named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, - JOHN L. FISHER - President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Thelma B. Breeden
(Thelma B. Breeden) Notary Public.

My commission expires on

May 6, 1957

Rec'd for record Oct. 16, 1955, at 11:25 M.
Per George T. Cromwell, Clerk.
Mailed to Podlich & Podlich

(3) H

MORTGAGE

FROM

WILLIAM FREDERICK FRENTZ, III and BETTY MAE FRENTZ, his wife

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 15 OCT 1955 at 11:25 o'clock A M.

Same day recorded in Liber GTC No. 173 folio 14 &c. one of the Land Records of A-A Co. and examined per GEORGE T. CROMWELL, Clerk.

Cost of Record $ 9.00

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property:

Lot No. 27 St. James Drive

Description approved

Execution approved

LIBER 109 PAGE 405

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942

"ATTORNEY'S EXHIBIT NO. 2."

IN THE MATTER OF THE SALE of the MORTGAGED LEASEHOLD PROPERTY of WILLIAM FREDERICK FRENTZ, III, and BETTY MAE FRENTZ, his wife	: NO. 12,466 EQUITY : IN THE CIRCUIT COURT for ANNE ARUNDEL COUNTY : DOCKET 17 FOLIO 205	

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated under the Laws of the UNITED STATES OF AMERICA, which Corporation is the owner and holder of the Mortgage filed in the above proceeding, and he made oath in due form of law that he knows the defendants herein, and that to the best of his knowledge, information and belief:

1- Said defendants are not in the Military Service of the United States.

2- Said defendants are not in the Military Service of any nation allied with the United States.

3- Said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended.

4- Said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

Dwight F. Brunk
(Dwight F. Brunk) Affiant

Subscribed and sworn to before me, this 24th day of December, 1957.

Elsie Curtis
Notary Public
ELSIE CURTIS

FILED
DEC 26 9 11 '34

6

LIBER 109 PAGE 406

IN THE MATTER OF THE SALE	:	No. 12,466 - EQUITY
OF THE	:	IN THE
MORTGAGED LEASEHOLD PROPERTY	:	CIRCUIT COURT of
OF	:	ANNE ARUNDEL COUNTY
WILLIAM FREDERICK FRENTZ, III, and BETTY MAE FRENTZ, his wife	:	DOCKET 17 - FOLIO 205
	:	

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage filed in these proceedings, from the aforesaid WILLIAM FREDERICK FRENTZ, III, and BETTY MAE FRENTZ, his wife, to said body corporate, dated October 11th, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 973, Folio 74.

Original Loan ----------	10,100.00
Amount repaid ----------	359.51
Loan Balance ----------	9,740.49
Interest to 1/30/58 ----------	196.37
	9,936.86
Credit Expense Account ----------	47.70
	9,889.16

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____
(Dwight F. Brunk) Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 27th day of January, 1958, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the Plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the Mortgage Claim under the Mortgage filed in said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

_____
Notary Public
ELSIE CURTIS

FILED
1958 JAN 29 AM 10: 01

7

LIBER 109 PAGE 407

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

IN THE MATTER OF THE SALE

OF THE

MORTGAGED LEASEHOLD PROPERTY

OF

WILLIAM FREDERICK FRENTZ III and BETTY MAE FRENTZ, his wife

No. 12 466 - EQUITY LIBER 9 PAGE 222
Docket 17 - Folio 205

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,

Meyerhoff Building, Baltimore, Maryland

as Principal ,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand and 00/100 - - - - - - - - - - - - - - - - - Dollars ($10,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of January , in the year of our Lord, nineteen hundred and fifty eight.

WHEREAS, the above bounden William F. Podlich

by virtue of the power contained in a mortgage from William Frederick Frentz, III & Betty Mae Frentz, his wife, to Aurora Federal Savings and Loan Association bearing date the 11th day of October , 19 55 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 973 Folio 74 and

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

William F. Podlich

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Elsie Curtis

Elsie Curtis

William F. Podlich (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth

Robert J. Noeth
Attorney in fact.

FILED

1958 JAN 29 AM 10:01

Approved this 29 day of Jan 1958.

George J. Cromwell, Clerk.

8

WILLIAM F. PODLICH, Solicitor
301 Meyerhoff Building
Baltimore 1, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Known As

217 ST. JAMES DRIVE

(BEING Lot No. 27, on Plat of Section One (1) of LEHIGH, in the Third Election District of Anne Arundel County, Maryland)

The undersigned Attorney, under and by virtue of the power and authority contained in a Mortgaged dated October 11th, 1955, and recorded among the Mortgage Records of Anne Arundel County in Liber GTC No. 973, Folio 74, from WILLIAM FREDERICK FRENTZ, III, and BETTY MAE FRENTZ, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said Mortgage being now in default, will sell at Public Auction, on the premises, on

Thurs., Jan. 30, 1958

at 2 o'clock, P.M.

ALL that leasehold lot or parcel of ground situate in the Third Election District of Anne Arundel County, and described as follows:

ALL that lot of ground and premises KNOWN AND DESIGNATED as Lot Numbered Twenty-seven (27), fronting on the southwest side of St. James Drive, as shown on the Plat of Section One (1) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book JHH No. 25, Folio 48.

SUBJECT to the payment of annual ground rent of One Hundred Eight ($108.00) Dollars, payable in even and equal semi-annual installments.

IMPROVED by a detached brick dwelling house with car-port.

TERMS OF SALE: CASH upon ratification of sale by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

ALL taxes, ground rent, and other public dues and charges, are to be adjusted to date of sale, and all annual benefit charges or assessments, imposed by any Municipality, Public Authority or Commission, for public improvements of any kind or character, made or to be made to or affecting or benefiting said property, whether assessment therefor has been actually levied or not, shall be paid by the Seller to the date of sale, or allowance made therefor to the Buyer to said date, and thereafter payment of all such annual benefit charges or assessments for such public improvements shall be assumed by the Buyer.

A CASH deposit of $500.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest at 6% from day of sale.

WILLIAM F. PODLICH,
Attorney Named in Mortgage
E. T. NEWELL & CO.
Auctioneers

J-23

LIBER 109 PAGE 408 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1958

We hereby certify, that the annexed

Attorney's Sale
Equity No 12,466
William Frederick Frentz, III
217 St. James Drive

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of January, 1958. The first insertion being made the 2nd day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgus

FILED

1958 FEB 13 PM 3:31

9

LIBER 109 PAGE 409

IN THE MATTER OF THE SALE	:	NO. 12,466 EQUITY
OF THE	:	IN THE
LEASEHOLD PROPERTY OF	:	
[redacted]	:	CIRCUIT COURT FOR
WILLIAM FREDERICK FRENTZ III and	:	ANNE ARUNDEL COUNTY
BETTY MAE FRENTZ, his wife	:	DOCKET 17 - FOLIO 205

****

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 30th day of January, 1958, the undersigned Auctioneer did sell the leasehold property known as Lot No. 27, as shown on the Plat of Section One (1) of Lehigh, in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE, unto WILLIAM WURZBERGER and MADELINE M. WURZBERGER, his wife, at and for the sum of Ten Thousand Seven Hundred Fifty and 00/100 ($10,750.00) Dollars, said Purchasers being at that figure, the highest bidders therefor.

IT IS FURTHER CERTIFIED that, at the time of said Sale, a copy of the aforementioned Advertisement was delivered to said Purchasers and that the said Sale was fairly made.

E. T. NEWELL & CO.

By _____
President
Auctioneer

CERTIFICATE OF PURCHASERS

IT IS HEREBY CERTIFIED that the undersigned did on the 30th day of January, 1958, purchase the leasehold property described in the aforegoing "CERTIFICATE OF AUCTIONEER" from William F. Podlich, Attorney Named in Mortgage, at and for the sum of Ten Thousand Seven Hundred Fifty and 00/100 ($10,750.00) Dollars, of which the sum of Five Hundred and 00/100 ($500.00) Dollars was paid on account to said Attorney; and the undersigned hereby agree to comply with the terms of Sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said Sale.

_____
(William Wurzberger)

_____
(Madeline M. Wurzberger)

FILED
1958 FEB 24 AM 9:15

10

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD PROPERTY OF WILLIAM FREDERICK FRENTZ III and BETTY MAE FRENTZ, his wife	NO. 12,466 - EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY DOCKET 17 - FOLIO 205

****

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of William F. Podlich, Attorney Named in the Mortgage filed in the above proceedings, respectfully shows:

1 - That under and by virtue of the power contained in a Mortgage from WILLIAM FREDERICK FRENTZ III and BETTY MAE FRENTZ, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated October 11, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 973 Folio 74, etc , to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney Named in said Mortgage, after having given due notice of the time, place, manner and terms of sale by Advertisement in THE MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County did, on Thursday, January 30, 1958, at 2:00 o'clock P.M., at the said mortgaged premises, offer the Leasehold property known as No. 217 St. James Drive (being Lot No. 27 as shown on the Plat of Section 1 of Lehigh) and described in said Mortgage, for the sale by Public Auction; and the said William F. Podlich, Attorney as aforesaid, then and there sold the Leasehold interest in and to the said property unto William Wurzberger and Madeline M. Wurzberger, his wife, at and for the sum of Ten Thousand Seven Hundred Fifty and 00/100 ($10,750.00) Dollars, they being at that figure, the highest bidders therefor, the said property so sold being more particularly described in a copy of the Advertisement of Sale which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report.

2 - And the said Attorney further reports that he had received from the Purchasers, the deposit of Five Hundred ($500.00) Dollars, required by the terms of said Sale, and has also obtained the written agreement of the Purchasers

FILED

1958 FEB 24 AM 9:15

to comply with the other of said terms, same being as set out in said Advertisement annexed hereto.

3 - Said Attorney reports further that said property, so sold, was not owned by any individual whose Military Status could or might affect the right of said Attorney to make said sale.

4 - Said Attorney files herewith a Certificate of the Auctioneer who conducted said sale, and a Certificate of the Purchasers of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

William F. Podlich

(William F. Podlich)
Attorney Named In Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

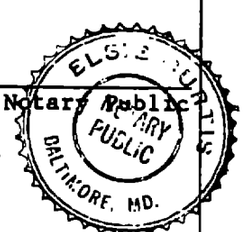
I HEREBY CERTIFY that on this 21st day of February, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in the aforementioned Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that the Sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis

Notary Public

ELSIE CURTIS



12

LIBER 109 PAGE 412

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD PROPERTY OF

~~XXXXX~~

WILLIAM FREDERICK FRENTZ III and BETTY MAE FRENTZ, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,466 Equity

Ordered, this 24 day of February, 19 58; That the sale of the Property in these proceedings mentioned, made and reported by William F. Podlich, Attorney Named in Mortgage ~~XXXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31 day of March next.

The report states that the amount of sale ~~XXXXXXX~~ WAS $ 10,750.00

FILED, 1958 FEB 24 AM 9:15

[signature] Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD PROPERTY OF

~~XXXXX~~

WILLIAM FREDERICK FRENTZ III and BETTY MAE FRENTZ, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of April, 1958 that the sale made and reported by the ~~XXXXXX~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~XXXXX~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED
1958 APR -2 AM 9:40

13

Judicial 13—Maryland—Mortgagee's or Attorney's Bond

Additional Bond

LIBER 109 PAGE 413

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

IN THE MATTER OF THE SALE

OF THE

MORTGAGED LEASEHOLD PROPERTY OF

WILLIAM FREDERICK FRENTZ. III and.
BETTY MAE FRENTZ, his wife

LIBER 9 PAGE 240
DOCKET 17 FOLIO 205
CASE NO. 12466 EQUITY

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,
Meyerhoff Building, Baltimore, Maryland

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand and 00/100 - - - - - - - - - - - - - - - - - - Dollars ($ 1,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of February , in the year of our Lord, nineteen hundred and fifty eight.

WHEREAS, the above bounden William F. Podlich

by virtue of the power contained in a mortgage from William Frederick Frentz, III & Betty Mae Frentz, his wife to Aurora Federal Savings and Loan Association bearing date the 11th day of October , 19 55 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 973 Folio 74 ~~and~~

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden
William F. Podlich

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Elsie Curtis

ELSIE CURTIS

William F. Podlich (SEAL)
William F. Podlich

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact.

Bond approved this
26th day of February, 1958
George T. Cromwell, Clerk

FILED
1958 FEB 26 PM 12:38

14

LIBER 109 PAGE 414 OFF ? OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, IN[illegible]

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY [illegible]

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,466 Equity

In the Matter of the Sale of the Mortgaged Leasehold Property of

WILLIAM FREDERICK FRENTZ, III and

BETTY MAE FRENTZ, his wife

Ordered, this 24th day of February, 1958, That the sale of the Property in these proceedings mentioned, made and reported by William F. Podlich, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary, thereof be shown on or before the 31st day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of March next.

The report states that the amount of sale was $10,750.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-20

No. M. G. 821

15

CERTIFICATE OF PUBLICAT[illegible]

Annapolis. Md., April 1, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,466

William Frederick Frentz III

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of March, 1958. The first insertion being made the 27th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1958 APR -1 PM 1:48

In the Case of

In the Matter of the Sale
of the
Mortgaged Leasehold Property
of
William Frederick Frentz, III,
and
Betty Mae Frentz, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,466 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

April 28, 1958

All of which is respectfully submitted.

Laura K. Ducklin
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Leasehold Property of William Frederick Frentz, III, and Betty Mae Frentz, his wife in ac.

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	356	70	391	70
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account and two copies	22	50	62	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	53	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S. Fidelity & Guaranty Co. -bond premium	44	00		
E.T. Newell & Co., Inc. -auctioneer's fee	225	00		
One-half Federal documentary stamps	6	05		
One-half State documentary stamps	6	05		
Elsie Curtis - notary fees	1	50	350	36
To Attorney for Taxes, viz:				
1958 State and County taxes - 30 days	12	82	12	82
To Attorney for Benefit Charges, viz:				
1958 water and sewer benefit charges - 1 month	4	88		
Metered water to 12/12/57	11	00		
Metered water to 1/30/58	1	00	16	88
To Attorney for Ground Rent, viz:				
Semi-annual ground rent due 3/7/58 ($54.00)- 4 months 23 days	42	90	42	90
To Aurora Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim	9,889	16	9,889	16
To Union Trust Company of Maryland - this balance on account judgment claim (Order 4/24/58)	124	26	124	26
			10,890	08

Amount of Judgment Claim Filed:

Debt	$377.52	
Interest 3/26/57 - 8/9/57	8.56	
	386.08	
Cr. 8/9/57 payment	58.08	
	328.00	
Interest to 1/30/58	9.50	
	337.50	
Court costs	23.75	
Atty's fee	56.62	
Recording	3.75	
	421.62	
Cr. 4/23/58 payment ($170.) and payment allowed abv.	294.26	
Balance due	127.36	

17

with

William F. Podlich, Attorney named in Mortgage

Cr.

1958						
Jan.	30	Proceeds of Sale	10,750	00		
		Interest on deferred payment of $10,250.00 to 4/21/58	140	08	10,890	08
					10,890	08

18

ORDER NISI LIBER 109 PAGE 418

In the Matter of the Sale of the Mortgaged Leasehold Property of William Frederick Frentz, III, and Betty Mae Frentz, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,466 Equity.

ORDERED, This 1 day of May, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of June, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ above apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans
Judge

FILED
1958 JUN 10 PM 3:29

1°

LIBER 109 PAGE 419 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,466 Equity

In the Matter of the Sale of the Mortgaged Leasehold Property of William Frederick Frentz, III and Betty Mae Frentz, his wife

Ordered, this 1 day of May, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause. BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9 day of June next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9 day of June next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk;
M-22

FILED

No. 1958 - MAY 29 PM 3:22

CERTIFICATE OF PUBLICATION

Annapolis. Md., May 29, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,466
Auditor account

William Frederick Frentz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of June, 1958. The first insertion being made the 8th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 109 PAGE 420

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	
Vs.	*	FOR
ERNEST E. CAVEY and EDITH L. CAVEY, his wife	*	ANNE ARUNDEL COUNTY (In Equity)
* - - * - - *		12,476 Equity

Mr. Clerk:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".

John O. Dumler

Attorney named in Mortgage

FILED

1958 JAN -4 AM 10:22

[DR.—CITY OR COUNTY]

PLAINTIEF'S EXHIBIT "A"

LIBER 109 PAGE 421

No. 12,476 Equity

Mortgage

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION
VS.
ERNEST E. CAVEY and
EDITH L. CAVEY, his wife

LIBER 1015 PAGE 531

THIS MORTGAGE, Made this 3rd day of April, in the year Nineteen Hundred and Fifty-six, by and between Ernest E. Cavey and Edith L. Cavey, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Eighty-five Hundred Dollars ($ 8500.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Eighty-five Hundred Dollars ($ 8500.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Seventy-one and 74/100 Dollars ($ 71.74), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of May, 1956, and continuing on the first day of each month thereafter until the principal and interest are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at the date hereof.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in the Fourth District of Anne Arundel County, State of Maryland, and particularly described as follows:

THE FIRST thereof being all that lot of ground on the Race Road containing five acres, which lot is more particularly described in an agreement between William J. Amberman and wife and Ernest E. Cavey and wife, dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, to which agreement reference is hereby made for the purpose of incorporating herein the description therein contained in as full and complete a manner as if incorporated verbatim herein.

SEE ALSO deed from Frances M. Cavey, widow, to the herein named Mortgagors, dated November 9, 1949, and recorded among the Land Records aforesaid in Liber J.H.H. No. 546, folio 493, SAVING AND EXCEPTING therefrom, however, all those two lots of ground, the first of which is described in a lease dated November 20, 1953, and recorded among said Land Records in Liber J.H.H. No. 799, folio 479, from the Mortgagors to The Kenwick Company, and the second of which is more fully described in a deed dated September 13,

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1958 JAN 4 AM 10:22

2

1955, and recorded among said Land Records in Liber G.T.C. No. 963, folio 475, from the Mortgagors to George L. Schoppert and wife.

THE second thereof being all that triangular lot adjoining the above lot of ground which is more particularly described in a deed from William J. Amberman and wife to the herein named Mortgagors, dated March 14, 1956, and recorded or intended to be recorded among the Land Records aforesaid prior hereto, to which deed reference is hereby made for the purpose of incorporating herein the description therein contained in as full and complete a manner as if incorporated verbatim herein.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever, in fee simple.

Provided, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its

successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, one hundred and eighty (180) days' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four percentum (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

10. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

Ernest E. Cavey (SEAL)

Antoinette M. Granese

Edith L. Cavey (SEAL)

Antoinette M. Granese

Edith L. Cavey (SEAL)

_____ (SEAL)

_____ _____ (SEAL)

LIBER 109 PAGE 424

LIBER 1015 PAGE 534

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 3rd day of April, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Ernest E. Cavey and Edith L. Cavey, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared ~~Attorney~~ Harry L. Schrader, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year aforesaid.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE MD.

Antoinette M. Granese Notary Public

Antoinette M. Granese

My commission expires May 6, 1957

Rec'd for record Apr. 10 1956 at 11:47 A.M.

Mailed to Kohlerman & Dumler

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1956 APR 10 AM 11:47 & RECORDED IN LIBER GTC NO. 1015 FOLIO 531 GEO. T. GROMWELL, CLERK

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland
1406 FIDELITY BUILDING

ANNE ARUNDEL COUNTY

Mortgage

FROM

ERNEST E. CAVEY

AND WIFE

TO

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

File No. 8933-T

Property:

Race Road

Description approved

Execution approved

LIBER 109 PAGE 425

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
VS.	*	FOR
ERNEST E. CAVEY, and EDITH L. CAVEY, his wife	*	ANNE ARUNDEL COUNTY (In Equity)

* - - * - - *

12,476 Equity

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Jerome C. Neuman, Vice-President and Secretary of Fairview Federal Savings and Loan Association, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief.

(1) said defendants are not in the military service of the United States,

(2) said defendants are not in the military service of any nation allied with the United States,

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Jerome C. Neuman AFFIANT

Subscribed and sworn to before me a Notary Public for the State of Maryland, City of Baltimore, this 31st day of December, 1957.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese Notary Public

My commission expires May 4, 1959

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1958 JAN -4 AM 10: 22

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LIBER 109 PAGE 426

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
VS.	*	FOR
ERNEST E. CAVEY and EDITH L. CAVEY, his wife	*	ANNE ARUNDEL COUNTY (In Equity)

* - - * - - *

No. 12,476 Equity

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated April 3, 1956	$8500.00
Payments to date -interest to February 5, 1958	195.72
Balance due	$8304.28

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 23rd day of January, in the year one thousand nine hundred fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Jerome C. Neuman, Secretary of the Fairview Federal Savings and Loan Association, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese

Antoinette M. Granese Notary Public

My commission expires May 4, 1959

FILED

1958 JAN 24 AM 10:40

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A STOCK COMPANY — ESTABLISHED 1890

LIBER 109 PAGE 427

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

LIBER 9 PAGE 217

#72 92 374 No. 12,476 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler, of 1406 Fidelity Building, Baltimore, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten thousand & 00/000 ($10,000.00) - - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of January in the year of our Lord nineteen hundred and fifty eight.

Whereas, the above bounden John O. Dumler by virtue of the power contained in a mortgage from Ernest E. Cavey and Edith L. Cavey, his wife to Fairview Federal Savings & Loan Association bearing date the 3rd day of April, 1956 and recorded among the mortgage records of Anne Arundel County in Liber GTC No. 1015 Folio 531 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden John O. Dumler has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Gertrude R. Reale
Gertrude R. Reale

John O. Dumler (SEAL)
John O. Dumler

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Florence Lauttamus
Florence Lauttamus, Asst. Secty

By Joseph C. McHugh, Attorney-in-Fact
Joseph C. McHugh,

FILED
1958 JAN 24 AM 10:40

Bond Approved
this 24 day of January 1958
George T. Cromwell, Clerk

MD3228a—500, 1-51 129351
Mortgagee's or Attorney's Bond

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION * IN THE CIRCUIT COURT

*

VS. * FOR

ERNEST E. CAVEY and EDITH L. CAVEY, his wife * ANNE ARUNDEL COUNTY (In Equity)

* - - * - - * No 12,476

KOHLERMAN and DUMLER
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

Located on Southside of an unnamed road 300 feet more or less West of Race Road, 4th District of ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Ernest E. Cavey and Edith L. Cavey, his wife to Fairview Federal Savings and Loan Association, a body corporate, dated April 3, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1015 folio 531, (default having occurred thereunder), the undersigned, the Attorney named in said mortgage, will sell at public auction, on the premises on

Wed., Feb. 5th, 1958 at 2:00 P.M.

all those two lots of ground situated and lying in the fourth district of Anne Arundel County, State of Maryland, and being described as follows:

BEGINNING for the same at an iron pipe set in the fourth or S 69 degrees 15' E 916.6 foot line in a Deed dated November 9, 1949 which was granted and conveyed by Frances M. Cavey to Ernest E. Cavey, et al recorded among the Land Records of Anne Arundel County in Liber J.H.H. 546, folio 493, said point being also in the fourth line of the description in an agreement dated April 3, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1015, folio 524 between William J. Amberman and wife and Ernest E. Cavey and wife, said beginning being S 70 degrees 38' E 230.38 feet from the beginning of said fourth line, thence binding on part of said line S 70 degrees 38' E 395.06 feet to a point, thence leaving said fourth line, S 17 degrees 54' W 76.53 feet to an iron pipe heretofore set at the northwesternmost corner of David Calhoun's lot, thence continuing the same course and binding on the western line of Calhoun's lot S 17 degrees 54' W 146.82 feet to an iron pipe heretofore set in the second or N 69 degrees 15 W 1037.54 foot line on the aforesaid conveyance from Frances M. Cavey to Ernest E. Cavey, and also in the second line in the aforementioned agreement between Amberman and Cavey, thence binding on part of said line N 70 degrees 38' W 519.95 feet to a point thence crossing through Ernest E. Cavey's land N 77° 47' E 139.89

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this fifth day of February, 1958, sold the property described in the attached advertisement of sale at and for the sum of $9600- to The J.F. Johnson Lumber Company, he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper, Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have this fifth day of February, 1958, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $9600.00 and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

James D. Blackhurst

The J.F. Johnson Lumber Company

By N. Larkin Dicus
Treas.
Purchaser

James D. Blackhurst

N. Larkin Dicus

feet to an iron pipe, thence N 19 degrees 22' E 150 feet to the place of beginning. Containing 2-12 acres.

Subject to a 20 foot right of way along and southerly from the first line of this description with the use in common with others.

BEGINNING for the second at a point in the center line of Race Road, said beginning being S 04 degrees 38' W 397.79 feet from the beginning of the sixth or S 02 degree 30' W 850. foot line of the whole tract from George W. Cavey et al to J. Bernard Carrick and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 410, folio 103, thence leaving said center line of Race Road and binding on part of the northerly line of Ernest E. Cavey lot, in Liber J.H.H. No. 546, folio 493, N 70 degrees 38' W324.23 feet to an iron pipe. thence leaving said line and running for a new line of division S 78 degrees 25' E 318.02 feet to the center line of Race and intersecting the aforesaid sixth line, thence binding on same S 04 degrees 38' W 44.57 feet to the place of beginning. Containing .13 acre more or less.

Together with all the right title and interest of Ernest E. Cavey and wife in and to the aforesaid 20 foot right of way from the property first described to Race Road.

Excepting however, so much of the secondly described lot as may lie within the lot conveyed by Ernest E. Cavey and wife to Gerald W. Ferguson and Ellen P. Ferguson, his wife.

The above property is in fee simple, the improvements consist of a one story ranch type dwelling with full basement.

To reach the property, take Old Washington Boulevard to traffic light at Dorsey, turn East on Route 176 about 1-4/10 miles to Race Road; proceed South on Race Road about one mile to Schoppert's Food Market, turn right on unnamed road Westerly about 300' to this property.

TERMS OF SALE: a cash deposit of One Thousand Dollars ($1,000.00) will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County to bear interest from day of sale to day of settlement, at six per cent (6%) per annum. Taxes and all other public charges, if any, to be adjusted to day of sale.

JOHN O. DUMLER,
Attorney named in Mortgage
ALEX COOPER,
Auctioneers.

J-30

LIBER 109 PAGE 430

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
VS.	*	FOR
ERNEST E. CAVEY and EDITH L. CAVEY, his wife	*	ANNE ARUNDEL COUNTY (In Equity) No. 12,476.

* - - * - - *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

The report of sale of John O. Dumler, Attorney named in the mortgage to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the fifth day of February, 1958, at 2:00 P.M., sell on the premises, the aforesaid fee simple property unto The J. F. Johnson Lumber Company, at and for the sum of Nine Thousand Six Hundred Dollars ($9,600.00) cash, the said The J.F. Johnson Lumber Company having offered the greatest price therefore.

John O. Dumler
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 6th day of February, in the year one thousand nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

FILED
1958 FEB -7 AM 9:26

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese Notary Public

My commission expires May 4, 1959

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LIBER 109 PAGE 431

ORDER NISI

FAIRVIEW FEDERAL SAVINGS
AND LOAN ASSOCIATION

versus

ERNEST E. CAVEY and
EDITH L. CAVEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,476 Equity

Ordered, this 7th day of February, 19 58, That the sale of the property in these proceedings mentioned made and reported by JOHN O. DUMLER, Attorney Named in Mortgage

~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the ~~14~~ 17th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the ~~14~~ 17th day of March next.

The report states that the amount of sales ~~was~~ was $9,600.00

Filed 1958 Feb. 7 - 9:45 A.M.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

FAIRVIEW FEDERAL SAVINGS
AND LOAN ASSOCIATION

versus

ERNEST E. CAVEY and
EDITH L. CAVEY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of March, 1958 that the sale made and reported by the ~~Trustee~~ attorney aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

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1958 MAR 18 PM 3:13

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LIBER 109 PAGE 432 OFF : OF

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,476 Equity

Fairview Federal Savings and Loan Association
Versus
Ernest E. Cavey and
Edith L. Cavey, his wife

Ordered, this 7th day of February, 1958. That the sale of the property in these proceedings mentioned made and reported by John O. Dumler, Attorney Named in Mortgage, BE RATTIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of March next.

The report states that the amount of sale was $9,600.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-6

No. M. G. 359

12

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1958

We hereby certify, that the annexed

Order Nisi. Sale
Eq. 12,476
Ernest E. Cavey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of March, 1958. The first insertion being made the 13th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 MAR -7 AM 10:31

By [illegible]

In the Case of

Fairview Federal Savings & Loan Association

vs.

Ernest E. Cavey

and

Edith L. Cavey, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,476 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that She has examined the proceedings in the above entitled cause, and from them She has stated the within account.

April 30, 1958

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

Dr. Fairview Federal Savings and Loan Association vs. Ernest E. Cavey and Edith L. Cavey, his wife in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	321	31	396	31
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	75		
Auditor - stating this account and two copies	18	00	57	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	77	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	30	69		
Fidelity & Deposit Co. of Md. -bond premium	40	00		
Alex Cooper - auctioneer's fee	300	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	5	50		
Antoinette M. Granese - notary fees	2	00	475	21
To Attorney for Taxes, viz: 1958 State and County taxes ($148.58) - 1 month 5 days	14	45	14	45
To Fairview Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim filed	822	02	822	02
To Fairview Federal Savings & Loan Ass'n, second mortgagee - this balance on account second mortgage claim	7,944	57	7,944	57
			9,710	31
Amount of second mortgage claim filed	8,304	28		
Cr. Amount allowed above	7,944	57		
Balance due	359	71		

14

with

John O. Dumler, Attorney named in Mortgage Cr.

1958						
Feb.	5	Proceeds of Sale	9,600	00		
		Interest on deferred payment of $8,600.00 - 2 months 17 days	110	31	9,710	31
					9,710	31

ORDER NISI LIBER 109 PAGE 436

Fairview Federal Savings &
Loan Association

VERSUS

Ernest E. Cavey

and

Edith L. Cavey, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,476 Equity.

ORDERED, This 2 day of May, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of June, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Grantee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans
Judge

FILED
1958 JUN 10 PM 3:30

16

LIBER 109 PAGE 437 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,476 Equity

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION
versus
ERNEST E. CAVEY and EDITH L. CAVEY, his wife

Ordered, this 2nd day of May, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

M-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,476
Auditor account
Ernest E. Cavey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of June, 1958. The first insertion being made the 8th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 JUN -4 PM 12:32

By A. Tilghman

No. M. G. 2312

17

LIBER 109 PAGE 438

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	*	IN THE CIRCUIT COURT
VS.	*	FOR
GEORGE SPENCE KURTH and GLADYS L. KURTH, his wife	*	ANNE ARUNDEL COUNTY (In Equity)
* * * * * * *		No. 12,504 Equity

Mr. Clerk:

Please docket the above entitled case and file the enclosed mortgage as Plaintiff's Exhibit "A".

John O. Dumler
JOHN O. DUMLER
Attorney named in Mortgage

FILED
1958 JAN 22 AM 10:50

/

Form 812 ✓

PLAINTIFF'S EXHIBIT "A"

LIBER 109 PAGE 439
LIBER 757 PAGE 299

[DR.—CITY OR COUNTY]
THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
VS.
GEORGE SPENCE KURTH and GLADYS L. KURTH, his wife

Mortgage

No. 12,507 of Equity

THIS MORTGAGE, Made this 15th day of May, in the year Nineteen Hundred and Fifty-three, by and between George Spence Kurth and Gladys L. Kurth, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Two Thousand Dollars ($2000.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Two Thousand Dollars ($ 2000.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Twenty Dollars ($ 20.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of June, 1953, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

The said Mortgagor agrees to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at the date hereof.

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in the Third District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known as Lots Nos. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 57 and 58, Section No. 11, as shown on the Plat of Boulevard Park, on the Magothy, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, folio 98, new reference Cabinet #2, Rod C-2, Plat 98.

Lots Nos. 11, 12, 13, 14 and 15 being the same which, by deed dated April 8, 1953, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, were granted and conveyed by Straw Man, Inc. to the herein Mortgagors.

Lots Nos. 16, 17, 18, 19 and 20 being the same which, by deed dated April 8, 1953, and recorded among the Land Records aforesaid prior hereto, were granted and conveyed by Straw Man, Inc. to the herein named Mortgagors.

Lots 57 and 58 being two of the lots of ground which, by deed dated April 4, 1953,

FILED
1958 JAN 22 AM 10:50

Plaintiff's Exhibit "A"

2

and recorded among the Land Records aforesaid in Liber J.H.H. No. 752, folio 482, were granted and conveyed by Benjamin Kolker and wife to the herein named Mortgagors.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever, in fee simple.

Provided, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

George Spence Kurth (SEAL)
George Spence Kurth

Antoinette M. Granese

Gladys L. Kurth (SEAL)
Gladys L. Kurth

Antoinette M. Granese

(SEAL)

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 15th day of May, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared George Spence Kurth and Gladys L. Kurth, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year aforesaid.

Antoinette M. Granese
Antoinette M. Granese, Notary Public

My commission expires May 2, 1955

Recorded: May 22, 1953 at 9 A.M.

ANNE ARUNDEL COUNTY

Mortgage

FROM

GEORGE SPENCE KURTH

AND WIFE

TO

THE CAPITAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

Received for Record 22 Day of May 1953 at 9 A.M. and the same day recorded in Liber J.H.H. No. 757 Fol. 299, Land Records of Anne Arundel County.
John H. Hopkins Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

File No. 11604-T

Property:
Lots 11-12-13-14-15-16-17-18-19-20-57-58, Sec. 11, Boulevard Park on the Magothy

Description approved

Execution approved

LIBER 109 PAGE 443

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	*	IN THE CIRCUIT COURT
VS.	*	FOR
GEORGE SPENCE KURTH and GLADYS L. KURTH, his wife	*	ANNE ARUNDEL COUNTY (In Equity)

* * * * * * * * , No. 12,504 Equity

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Carl F. Dockman the President of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief.

(1) said defendants are not in the military service of the United States,

(2) said defendants are not in the military service of any nation allied with the United States,

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Carl F. Dockman
Carl F. Dockman Affiant

Subscribed and sworn to before me a Notary Public of the State of Maryland, City of Baltimore, this 21st day of January, 1958.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese
Antoinette M. Granese / NOTARY PUBLIC

My commission expires May 4, 1959

FILED
1958 JAN 22 AM 10:50

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LIBER 109 PAGE 444

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	*	IN THE CIRCUIT COURT
VS.	*	FOR
GEORGE SPENCE KURTH and GLADYS, L. KURTH, his wife	*	ANNE ARUNDEL COUNTY (In Equity)
* * * * * * *		No. 12,504 Equity

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated May 15, 1953	$ 2,000.00
Less amount paid thereon	636.57
Balance due	$ 1,363.43

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY that on this 31st day of January, in the year one thousand nine hundred fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese Notary Public

My commission expires May 4, 1959

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

FILED

1958 FEB -1 AM 9:30

7

LIBER 109 PAGE 445

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

LIBER 9 PAGE 226

HOME OFFICE **OF MARYLAND** BALTIMORE 3

No. 12, 504 Equity

#72 92 407

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler, 1406 Fidelity Building, Baltimore 1, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four thousand & 00/000 ($4,000.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of January in the year of our Lord nineteen hundred & fifty eight.

Whereas, the above bounden John O. Dumler by virtue of the power contained in a mortgage from George Spence Kurth and Gladys L. Kurth, his wife to The Capital Building & Loan Association of Baltimore City bearing date the 15th day of May, 1953 and recorded among the mortgage records of Anne Arundel County in Liber JHH No. 757 Folio 299 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden John O. Dumler has hereto set hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Ann Harrison
Ann Harrison

John O. Dumler (SEAL)
John O. Dumler

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Florence Lauttamus
Florence Lauttamus, *As to Surety*

By Joseph C. McHugh
Joseph C. McHugh, *Attorney-in-Fact.*

FILED

1958 FEB -1 AM 9:31

approved Feb 1, 1958
George T. Cromwell
Clerk.

MD3228a—500, 1-51 *129351*
Mortgagee's or Attorney's Bond

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

GEORGE SPENCE KURTH, and GLADYS, L. KURTH, his wife

* IN THE CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY (In Equity)

* * * * * * * * * 14,504 Equity

KOHLERMAN and DUMLER, Solicitors
1408 Fidelity Building, Baltimore 1, Maryland.

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

Boulevard Park, Third District of Anne Arundel County

Under and by virtue of the power and authority contained in a mortgage from George Spence Kurth and Gladys L. Kurth, his wife to The Capital Building and Loan Association of Baltimore City, a body corporate, dated the 15th day of May, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 757, folio 299, (default having occured thereunder), the undersigned, the Attorney named in mortgage, will sell at public auction, on the premises, on

Wednesday, the 19th Day of February, 1958 at 2:30 P.M.

all those lots of ground situated and lying in the third district of Anne Arundel County, State of Maryland and being described as follows:

BEING known as Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 57 and 58, Section 11, as shown on the Plat of Boulevard Park on the Magothy, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, folio 98, also in Cabinet No. 2, Rod C-2, Plat 98. Said Lots 11 to 20 inclusive, have a total frontage on the East side of Maryland Avenue of 250' with a depth Easterly of 130', more or less; Lots 57 and 58 have a frontage on the West side of Delaware Avenue of 50' with a depth Westerly of 115', more or less. Said property is situated on the East side of Maryland Avenue, South of Mountain Road and North of Patuxent Road.

The above property is in fee simple and the improvements consist of an incompleted masonry dwelling.

TERMS OF SALE: A cash deposit of Seven Hundred Dollars ($700.00) will be required of the purchaser at the time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from day of sale to day of settlement at six per cent (6%) per annum. Taxes, sanitary charges and all other public charges, or expenses, if any to be adjusted to day of sale.

JOHN O. DUMLER,
Attorney named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneers F-13

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 19th day of February, 1958 sold the property described in the attached advertisement of sale at and for the sum of $3300.00 TK to Howard H. Conway and Virginia M. Conway being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

E. T. NEWELL & CO. INC.
John M. Miller Jr. Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have this 19th day of February, 1958, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $ 3300.00, and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

John O. Dumler

Howard H. Conway Purchaser

Virginia M. Conway

FILED

1958 FEB 25 AM 10:55

9

LIBER 109 PAGE 447

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	*	IN THE CIRCUIT COURT
VS.	*	FOR
GEORGE SPENCE KURTH, and GLADYS L. KURTH, his wife	*	ANNE ARUNDEL COUNTY (In Equity)

* * * * * * * No. 14,844 Equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette Press Inc., a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O.Dumler, Attorney named in mortgage, did, pursuant to said notice on the 19th day of February, 1958 at 2:30 P.M. sell on the premises the aforesaid fee simple property unto Howard H. Conway and Virginia M. Conway, his wife, at and for the sum of ($3,300.00) Three Thousand Three Hundred Dollars, cash, the said Howard H. Conway and Virginia M. Conway, his wife, having offered the greatest price therefor.

John O. Dumler

John O. Dumler
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 24th day of February, in the year one thousand nine hundred and fifty-eight, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

FILED
1958 FEB 25 AM 10 55

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese

Antoinette M. Granese
Notary Public
My commission expires May 4, 1959

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LIBER 109 PAGE 448

ORDER NISI

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

GEORGE SPENCE KURTH, and GLADYS L. KURTH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,504 Equity

Ordered, this 25 day of February, 1958, That the sale of the Property in these proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31 day of March next.

The report states that the amount of sale was $ 3,300.00

FILED 1958 FEB 25 AM 10:55

George T. Bromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

GEORGE SPENCE KURTH, and GLADYS L. KURTH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2 day of April, 1958 that the sale made and reported by the Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED
1958 APR -2 PM 2:56

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LIBER 109 PAGE 449 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,504 Equity.

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

GEORGE SPENCE KURTH, and GLADYS L. KURTH, his wife

Ordered, this 25th day of February, 1958. That the sale of the Property in these proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of March next.

The report states that the amount of sale was $3,300.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1, 1958

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 12,504

George Spence Kurth

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of March, 1958. The first insertion being made the 27th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

12

FILED

No. M. G. 8-23

1958 APR -2 AM 9:41

LIBER 109 PAGE 450

In the Case of

The Capital Building and Loan Association of Baltimore City

VS.

George Spence Kurth

and

Gladys L. Kurth, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,504 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

April 30, 1958

All of which is respectfully submitted.

Laura R. Jacklung

Auditor.

Dr. The Capital Building and Loan Association of Baltimore City vs. George Spence Kurth and Gladys L. Kurth, his wife

in ac.

To Attorney for Fee, viz:	75 00		
To Attorney for Commissions, viz:	129 83		204 83
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	29 75		
Auditor - stating this account and two copies	18 00		57 75
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale	51 24		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
The Sun - advertising sale	10 40		
Fidelity & Deposit Co. of Md.-bond premium	16 00		
E.T. Newell & Co., Inc.-auctioneer's fee	117 50		
One-half Federal documentary stamps	1 93		
One-half State documentary stamps	1 92		
Antoinette M. Granese - notary fees	2 00		214 99
To Attorney for Taxes, viz:			
1958 State and County taxes ($49.54) - 1 month 19 days	6 79		6 79
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - in full for mortgage claim	1,363 43		1,363 43
To The Capital Building & Loan Ass'n of Baltimore City, second mortgagee - this balance on account second mortgage claim	1,479 71		1,479 71
			3,327 50
Amount of second mortgage claim filed	1,489 33		
Cr. Amount allowed above	1,479 71		
Balance due	9 62		

14

with

John O. Dumler, Attorney named in Mortgage

Cr.

1958				
Feb.	19	Proceeds of Sale	3,300 00	
		Interest on deferred payment of $3,000.00 - 1 month 25 days	27 50	3,327 50
			3,327 50	

ORDER NISI

LIBER 109 PAGE 453

The Capital Building & Loan Ass'n of Baltimore City

VERSUS

George Spence Kurth

and

Gladys L. Kurth, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,504 Equity.

ORDERED, This 2 day of May, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9 day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9 day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of June, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans

Judge

FILED

1958 JUN 10 PM 3:30

16

LIBER 109 PAGE 454 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,504 Equity

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

GEORGE SPENCE KURTH and GLADYS L. KURTH, his wife ..

Ordered, this 2nd day of May, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 4, 1958

We hereby certify, that the annexed Order Nisi Eq. 12,504 Auditor account.

George Spence Kurth

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of June, 1958. The first insertion being made the 8th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUN -5 AM 10:09

By H. Tilghman

No. M. G. 2314

17

LIBER 109 PAGE 455

IN THE MATTER OF THE SALE OF	*	EQUITY NO. 12,506
THE MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
JOHN E. LEE and	*	FOR
LUCINDE E. LEE, his wife	*	ANNE ARUNDEL COUNTY

* * * * *

Mr. Clerk:

Please docket this case and file the original mortgage, statement of mortgage debt and Military Affidavit.

George E. Rullman
Attorney named in Mortgage

FILED
1958 JAN 23 AM 11:50

COUNTY FORM.

LIBER 109 PAGE 456
LIBER 734 PAGE 567

No 12,506 Equity

This Mortgage,

Made this 22nd day of January, in the year one thousand, nine hundred and fifty-three (1953), Between John E. Lee and Lucinde E. Lee, his wife

of Anne Arundel County, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Two Thousand Five Hundred ($2,500.00) Dollars, ~~being part of the purchase money for the property hereinafter described~~; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five per cent. (5%) per annum in the manner following:

By the payment of Twenty-seven ($27.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of February, 19 53, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of twelve years from the date hereof, said balance shall then become due and payable.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said Mortgagors

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple

All that lot and part of a lot of ground situate on the Northwest side of Parole Street, in the City of Annapolis, (formerly in the Second Election District) of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a pipe set where the division line between Lots Twenty-four (24) and Twenty-five (25), as shown on a plat made by E. Lacey Chinn, Surveyor, in October 1907, and filed among the Plat Records of Anne Arundel County in Plat Book G.W. 1, Section 1, folio 21,

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1953 JAN 23 AM 11:50

intersects the Northwest side of Parole Street, said point also being located South 31 degrees 30 minutes West 629 feet from where th Northwest side of Parole Street intersects the Southwest side of the Defense Highway; thence with the aforementioned division line, North 58 degrees 30 minutes West 136 feet to a pipe set in the rear line of the conveyance from Henry B. Myers to William E. Dorsey by deed dated February 12, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 23, folio 394; and thence with said rear line, North 24 degrees 32 minutes East 33.20 feet to a pipe; thence leaving said line and running parallel to the first line of this description, South 58 degrees 30 minutes East 140.03 feet to a pipe set on the Northwest side of Parole Street; thence with the same, South 31 degrees 30 minutes West 33 feet to the place of beginning; according to a survey and plat thereof made by J. R. McCrone, Jr., Surveyor, in July, 1946, and being all of Lot Twenty-five (25) and the Southwesternmost 3 feet of Lot Twenty-six (26) as shown on the above mentioned plat.

Being the same property which was conveyed to the Mortgagors herein by William E. Dorsey and Agnes Dorsey, his wife, by deed dated September 26, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 382, folio 340.

Together with the buildings and improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot s of ground and premises unto the said Mortgagee, its successors and assigns.

LIBER 109 PAGE 458

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on their part to be done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of five per cent. (5%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay five per cent. (5%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors for themselves, their heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorney or agents, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagors covenant that they will warrant specially the title to the property here conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

Witness:

Ruby W. Chaney
Ruby W. Chaney

John E. Lee (SEAL)
John E. Lee

(SEAL)

Lucinde E. Lee (SEAL)
Lucinde E. Lee

(SEAL)

LIBER 734 PAGE 569

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 22nd day of January, 1953, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared John E. Lee and Lucinde E. Lee, his wife - the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Ruby W. Chaney

Ruby W. Chaney, Notary Public.

Recorded-23rd-Jany-1953-at-10:00-A.M.

MORTGAGE

FROM

John E. Lee and

Lucinde E. Lee, his wife

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

Received for Record Jany 23, 1953, at 10 o'clock A M. Same day recorded in Liber 1 dd No. 734 Folio 567 etc., one of the Land Records of Ala County, and examined, per John Lee Phillips Clerk.

Cost of Record, $

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

IN THE MATTER OF THE SALE OF	*	EQUITY NO. 12,506
THE MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
JOHN E. LEE and	*	FOR
LUCINDE E. LEE, his wife	*	ANNE ARUNDEL COUNTY

* * * * *

STATEMENT OF MORTGAGE DEBT

Balance as of Dec. 31, 1957..	$2350.30
January interest.....	9.79
TOTAL.....	$2360.09

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

I hereby certify that on this 23rd day of January, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary-Treasurer of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Barbara Ann Thompson
Barbara Ann Thompson, Notary Public

NOTARY PUBLIC

FILED
1958 JAN 23 AM 11:50

6

LIBER 109 PAGE 461

IN THE MATTER OF THE SALE OF	*	EQUITY NO. 12,506
THE MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
JOHN E. LEE and	*	FOR
LUCINDE E. LEE, his wife	*	ANNE ARUNDEL COUNTY

* * * * *

AFFIDAVIT

In compliance with the Soldiers and Sailors Civil Relief Act of Congress, October, 1940, and the Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of First Federal Savings and Loan Association of Annapolis, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, Oct. 1940, and the Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of the plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are in the military service of the United States, that is to say, said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service, detailed by proper authority for duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the military service, but are employed as civilians and not subject to the aforesaid.

George E. Rullman
Attorney and Agent - Affiant

SUBSCRIBED AND SWORN TO before me this 22nd day of January 1958.

Barbara Ann Thompson
Barbara Ann Thompson, Notary Publi

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1958 JAN 23 AM 11:50

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F. 21733 500 9-35 Made in U.S.A.

LIBER 109 PAGE 462

MORTGAGEES OR ATTORNEYS BOND. LIBER 9 PAGE 224

No. 12,506 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman of Anne Arundel County, Maryland as principa and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State o New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum o Three Thousand and no/100 Dollar. to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, w bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty-eighth day of January, in the year of our Lord Nineteen Hundred Fifty-eigh

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from John E. Lee and Lucinde E. Lee, his wif to First Federal Savings and Loan Associatio of Annapolis bearing date the 22nd day of January, 1953 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber JHH No. 734 Folio 567 and

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by a Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obliga tion to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

has hereto set his hand and seal and the said body corporate has caused these presents to be du signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Madeline A. Petro

George E. Rullman [SEAL]

[SEAL]

Witness as to surety

As to Surety

Estelle M. Fiedler

NATIONAL SURETY CORPORATION

By Rose M. Bausch Attorney-in-fact

Attorney in Fact

Bond approved this 30th day of January 1958.

George R. Bramwell Clerk

FILED

1958 JAN 30 PM 2:10

GEORGE W. SCIBLE - Auctioneer

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE, LYING AND BEING IN THE SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, LOCATED IN THE CITY OF ANNAPOLIS, IMPROVED BY A TWO-STORY FRAME COTTAGE CONTAINING SIX ROOMS AND BATH.

Under and by virtue of the power of sale contained in a mortgage from John E. Lee and Lucinde E. Lee, his wife, dated January 22, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 734, folio 567, the undersigned Attorney named in said mortgage is to make sale of property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, February 25th, 1958

AT 11:00 O'CLOCK A.M.

the following described property, namely:

ALL that lot and part of a lot of ground situate on the Northwest side of Parole Street, in the City of Annapolis, (formerly in the Second Election District) of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a pipe set where the division line between Lots Twenty-four (24) and Twenty-five (25), as shown on a plat made by E. Lacey Chinn, Surveyor, in October 1907, and filed among the Plat Records of Anne Arundel County in Plat Book G.W. 1, Section 1, folio 21, intersects the Northwest side of Parole Street, said point also being located South 31° 30' West 629 feet from where the Northwest side of Parole Street intersects the Southwest side of the Defense Highway; thence with the aforementioned division line, North 58° 30' West 136 feet to a pipe set in the rear line of the conveyance from Henry B. Meyers to William E. Dorsey by deed dated February 12, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 23, folio 394; and thence with said rear line, North 24° 32' East 33.20 feet to a pipe; thence leaving said line and running parallel to the first line of this description, South 58° 30' East 140.03 feet to a pipe set on the Northwest side of Parole Street; thence with the same, South 31° 30' West 33 feet to the place of beginning; according to a survey and plat thereof made by J. R. McCrone, Jr., Surveyor, in July, 1946, and being all of Lot Twenty-five (25) and Southwesternmost 3 feet of Lot Twenty-six (26) as shown on the above mentioned plat.

BEING the same property which was conveyed to the said John E. Lee and Lucinde E. Lee, his wife, by William E. Dorsey and Agnes Dorsey, his wife, by deed dated September 26, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 382, folio 340.

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN
Attorney named in Mortgage
Lee Building, Annapolis, Md.

FILED

1958 MAR -3 AM 10:18

6

No. 12,506 - Equity

I hereby certify that I, as Auctioneer, did sell this day, February 25, 1958, at public auction the property describe on the reverse side hereof to Edward H. Legum and Miriam R. Legum, his wife, trading as Jemm Realty Company, at and for th sum of Two Thousand Seven Hundred Dollars ($2,700.00); they then and there being the highest bidder thereof.

George W. Scible, Auctionee

I, Edward H. Legum, do hereby certify that I did purcnas at public sale, this day, February 25, 1958, the propert described on the reverse side hereof offered by George W. Scible, Auctioneer. Property purchased in the name of Edward H. Legum and Miriam R. Legum, his wife, trading a Jemm Realty Company at and for the sum of Two Thousand Sev Hundred Dollars ($2,700.00). I agree to comply with th terms of the sale.

JEMM REALTY COMPANY

by:
Edward H. Legum

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxx

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1958 MAR -3 AM 10:18

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LIBER 109 PAGE 465

IN THE MATTER OF THE SALE OF	*	EQUITY NO. 12506
THE MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
JOHN E. LEE and	*	FOR
LUCINDE E. LEE, his wife	*	ANNE ARUNDEL COUNTY

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the mortgage filed in these proceedings, respectfully shows:-

That under and by virtue of the power of sale contained in a mortgage from John E. Lee and Lucinde E. Lee, his wife, dated January 22, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 734, folio 567, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by hand-bills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, February 25, 1958, at eleven o'clock a.m., and then and there sold the property to Edward H. Legum and Miriam R. Legum, his wife, trading as JEMM REALTY COMPANY, at and for the sum of Two Thousand Seven Hundred Dollars ($2,700.00), it then and there being the highest bidder therefor, which property is as follows:-

ALL that lot and part of a lot of ground situate on the Northwest side of Parole Street, in the City of Annapolis (formerly in the Second Election District) of Anne Arundel County, Maryland, and described as follows:

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1958 MAR -3 AM 10:18

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BEGINNING for the same at a pipe set where the division line between Lots Twenty-four (24) and Twenty-five (25), as shown on a plat made by E. Lacey Chinn, Surveyor, in October, 1907, and filed among the Plat Records of Anne Arundel County in Plat Book G.W. 1, Section 1, folio 21, intersects the Northwest side of Parole Street, said point also being located South 31° 30' West 629 feet from where the Northwest side of Parole Street intersects the Southwest side of the Defense Highway; thence with the aforementioned division line, North 58° 30' West 136 feet to a pipe set in the rear line of the conveyance from Henry B. Meyers to William E. Dorsey by deed dated February 12, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 23, folio 394; and thence with said rear line, North 24° 32' East 33.20 feet to a pipe; thence leaving said line and running parallel to the first line of this description, South 58° 30' East 140.03 feet to a pipe set on the Northwest side of Parole Street; thence with the same, South 31° 30' West 33 feet to the place of beginning; according to a survey and plat thereof made by J.R. McCrone Jr., Surveyor, in July 1946, and being all of Lot Twenty- five (25) and Southwesternmost 3 feet of Lot Twenty-six (26) as shown on the above mentioned plat.

BEING the same property which was conveyed to the said John E. Lee and Lucinde E. Lee, his wife, by William E. Dorsey and Agnes Dorsey, his wife, by deed dated September 26, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 382, folio 340.

Said property being improved by a two-story frame cottage containing six rooms and bath.

AND the said Attorney further reports that he has received from the said purchaser the deposit as required by the terms of said sale, and has also received the purchaser's agreement to comply with the terms of sale, which are as follows:

12

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

I hereby certify that on this 25th day of February, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Barbara Ann Thompson
Barbara Ann Thompson, Notary Public

13

LIBER 109 PAGE 468

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

JOHN E. LEE and
LUCINDE E. LEE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,506 Equity

Ordered, this 3 day of March, 19 58, That the sale of the Property in these porceedings mentioned, made and reported by George E. Rullman, Attorney named in the Mortgage ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7 day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of April next.

The report states that the amount of sale ~~was~~ was $ 2,700.00

FILED 1958 MAR 3 AM 10:18

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

JOHN E. LEE and
LUCINDE E. LEE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of April, 1958 that the sale made and reported by the ~~Trustees~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustees~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED
1958 APR -9 PM 1:39

14

LIBER 109 PAGE 469 OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,506 Equity

In the Matter of the Sale of the Mortgaged Real Estate of JOHN E. LEE and LUCINDE E. LEE, his wife

Ordered, this 3rd day of March, 1958, That the sale of the Property in these proceedings mentioned, made and reported by George E. Rullman, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of April next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of April next.

The report states that the amount of sale was $2,700.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

M-25

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 8, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,506
John E. Lee.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of April, 1958. The first insertion being made the 4th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 250 1958 APR -9 AM 11:31 By H. Tilghman

15

LIBER 109 PAGE 470

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~his~~
John E. Lee
and
Lucinde E. Lee, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,506 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

April 24, 1958

All of which is respectfully submitted.

Auditor.

FILED

1958 APR 29 AM 10:46

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of John E. Lee and Lucinde E. Lee, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	112	50	162	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital- Gazette Press - advertising sale	45	93		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	16	00		
National Surety Corp. - bond premium	12	00		
George W. Scible - auctioneer's fee	20	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Barbara Ann Thompson - notary fees	1	50	112	73
To Attorney for Taxes, viz: 1958 State and County taxes ($29.44) - adjusted - 56 days	4	48	4	48
To Attorney for Benefit Charges, viz: City Water Dept. - metered water to 2/28/58	14	59	14	59
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim	2,360	09	2,360	09
To John E. Lee and Lucinde E. Lee, mortgagors - this balance	2	36	2	36
			2,708	25

with

George E. Rullman, Attorney named in Mortgage

Cr.

1958				
Feb.	25	Proceeds of Sale	2,700 00	2,700 00
		Refund 1957 Annapolis City taxes ($24.41) - 125 days	8 25	8 25
			2,708 25	

ORDER NISI LIBER 109 PAGE 473

In the Matter of the Sale of the Mortgaged Real Estate

VERSUS

John E. Lee

and

Lucinde E. Lee, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,506 Equity.

FILED
1958 APR 29 AM 10:46

ORDERED, This 29 day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2 day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2 day of June next.

George T. Bromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3rd day of June, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 JUN -3 PM 3:20

George T. Bromwell, Clerk

By

19

LIBER 109 PAGE 474

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 26, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,506

Auditor Account

John E. Lee

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of June, 1958. The first insertion being made the 30th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,506 Equity

In the Matter of the Sale of the Mortgaged Real Estate of JOHN E. LEE and LUCINDE E. LEE, his wife

Ordered, this 29th day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2nd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of June next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

M-14

FILED

No. E.C. 1958 MAY 27 PM 2:23

20

LIBER 109 PAGE 475

IN THE MATTER OF		NO. 12,512 EQUITY
THE MORTGAGED REAL ESTATE OF		IN THE CIRCUIT COURT
ALBERT JAMES LOWRY AND		FOR
MARY SEVERS LOWRY, his wife,		ANNE ARUNDEL COUNTY

- - - - - - - - - - -

Mr. Clerk:

Please docket the within suit, file the mortgage and statement of mortgage claim, and approve the bond.

Eugene M. Childs, Assignee

Eugene M. Childs, Assignee
Childs and Bald, Attorneys
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 3-2181

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1958 JAN 27 PM 1:41

RECORDATION TAX ACT OF 1947 $1.00 $1.00

...E FEE—CITY OR COUNTY—Form 10.

LIBER 109 PAGE 476

LIBER 1100 PAGE 531

no. 12,512 Equity

THIS MORTGAGE, Made this 26th day of January

in the year nineteen hundred and fifty-seven, by and between

Albert James Lowry and Mary Severs Lowry, his wife,

Mortgagor s of the County of Anne Arundel, in the State of Maryland, of the first part, and

Mart L. DeBolt and Susan M. DeBolt, his wife , Mortgagee s, of the second part:

Whereas, the said Albert James Lowry and Mary Severs Lowry, his wife, the Mortgagors aforesaid, are justly indebted unto Mart L. DeBolt and Susan M. DeBolt, his wife, the Mortgagees aforesaid, or to the survivor of them, in the full sum of Twelve Hundred and Fifty Dollars ($1250.00), and have given therefor their joint and several promissory note of even date herewith, with interest from date at the rate of six per centum per annum, drawn to the order of the aforesaid Mortgagees, and payable in monthly installments of Twenty-five Dollars ($25.00) each, on the 20th day of each and every month after date hereof, beginning February 20, 1957, until fully paid, each installment when so paid to be applied, first, to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof to be credited to the principal; with privilege reserved to the Mortgagors aforesaid of making larger monthly payments than hereinabove stipulated, or paying all the principal with interest thereon, to date of such payment at any time, and to better secure the payment of said note and interest thereon according to its terms, these presents are executed.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors

do grant and convey unto the said Mortgagees, and to the survivor of them, his or her heirs and assigns, in ~~fee~~ simple, all those lots or parcel s of ground situate and lying ~~in the~~ and being ~~aforesaid, and described as follows, to wit:- Beginning for~~

FILED 1958 JAN 27 PM 1:41

in the Eighth Election District of Anne Arundel County, Maryland, being designated as Lots Nos. Five (5), Six (6), Seven (7), and Eight (8), and the North 16-2/3 feet by full depth of Lot No. Four (4), being the North 1/2 of said Lot No. 4, all in Block Twenty-one (21), North Beach Park, as shown on the Plat thereof entitled " A re-division of original Lots A-1 to 10, inclusive, Block 21, North Beach Park, Maryland", filed among the Plat Records of Anne Arundel County in Plat Book 4, page 43 (former Plat Book W.N.W. 3, folio 60).

BEING the same property conveyed to Albert James Lowry and wife by two Deeds, the first from Southern Municipal Corporation, dated March 29, 1955, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 913, folio 295, conveying Lots 6, 7 and 8, Block 21; and the second from Edward M. C. Bradley, et al, dated July 23, 1956, recorded as aforesaid

in Liber G.T.C. 1048, folio 132, conveying Lot 5 and part of Lot 4 aforesaid, Block 21.

This mortgage is given subject to a prior first mortgage in the amount of $8,000.00, from Albert James Lowry and Mary Severs Lowry, his wife, to County Trust Company of Maryland, Owings, Maryland, dated November 1, 1956, and recorded in Liber G.T.C. 1076, folio 147, one of the Land Records of Anne Arundel County, Maryland.

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagees, and to the survivor of them, his or her heirs and assigns, forever.

Provided, that if the said Mortgagors, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Twelve Hundred and Fifty dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns David A. Harkness, d authorized Attorney or Agent

of the said Mortgagee s, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee s, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, s, their personal representatives or assigns, or David A. Harkness, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said part ies of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Twelve Hundred and Fifty dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of ~~fire~~ loss, to inure to the benefit of the said Mortgagee s their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness our hand s and seal s.

TEST:

Ida H. Gibson
IDA H. GIBSON

/ Albert James Lowry [SEAL]
Albert James Lowry

/ Mary Severs Lowry [SEAL]
Mary Severs Lowry

[SEAL]

State of Maryland, ss:

I Hereby Certify, that on this 9 day of February in the year one thousand nine hundred and fifty-seven, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Albert James Lowry and Mary Severs Lowry, his wife, the Mortgagor s named in the foregoing Mortgage, and each acknowledged the foregoing Mortgage to be their act. At the same time also appeared Mart L. DeBolt, one of the within named Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Rec'd for record Feb. 26, 1957 at 9.21 A.M.

Mailed to David A. Harkness

Ida H. Gibson
IDA H. GIBSON

Recd.

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1958 JAN 22 AM 10:30
& RECORDED IN LIBER GTC
NO 1100 FOLIO 534
GEO. T. CROMWELL, CLERK

Fd. 1.00

MORTGAGE

FROM

ALBERT JAMES LOWRY AND

MARY SEVERS LOWRY, his wife,

TO

MART L. DeBOLT AND

SUSAN M. DeBOLT, his wife.

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded

in Liber No. Folio &c.,

Records of

and examined per

Cost of Record, $ 1.75 , Clerk.

David A. Harkness
State's Attorney for
Calvert County
Prince Frederick, Md.

The Daily Record Co., Baltimore, Md.

110

MAIL TO

ASSIGNMENT

FOR VALUE RECEIVED, We hereby assign the aforegoing Mortgage to Eugene M. Childs, Attorney, for the purpose of foreclosure.

WITNESS our hands and seals, this 21st day of January, 1958.

Witness:

Elizabeth B. Schoppert
Elizabeth B. Schoppert

Mart L. DeBolt (SEAL)
Mart L. DeBolt

Susan M. DeBolt (SEAL)
Susan M. DeBolt

(Mortgagee's or Attorney's Bond) LIBER 109 PAGE 481 No. 12,512 Equity

LIBER 9 PAGE 219

Know all Men by these Presents,

THAT WE Eugene M. Childs of Annapolis, Maryland

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand and 00/100 ($2,000.00) Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 23rd day of January in the year nineteen hundred and fifty-eight

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from Albert James Lowry and Mary Severs Lowry, his wife to Mart L. DeRolt bearing date the 26th day of January nineteen hundred and fifty-seven and recorded among the land records of Anne Arundel County ( ) in Liber GTC No. 1100 Folio 531 and applying to lots 5,6,7,8, and N 16 2/3 of lot 4, North Beach Park 8th Election District, Anne Arundel County, Maryland

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Condition of this Obligation is such, that if the above bounden Eugene M. Childs

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered in presence of

Betty Lee Hall
Betty Lee Hall

Bond approved this 27-January 1958
George T. Cromwell, Clerk

Eugene M. Childs [SEAL.]
Eugene M. Childs

[SEAL.]
HARTFORD ACCIDENT AND INDEMNITY COMPANY, INC.

By Philip Richebourg [SEAL.]
Philip Richebourg *Attorney-in-fact*

FILED
1958 JAN 27 PM 1:41

Form J-3101 Printed In U. S. A.

(Mortgagee's or Attorney's Bond) LIBER 109 PAGE 481 No. 12,512 Equity

Know all Men by these Presents,

LIBER 9 FOLIO 219

THAT WE Eugene M. Childs of Annapolis, Maryland

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand and 00/100 ($2,000.00) Dollars,

to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 23rd day of January in the year nineteen hundred and fifty-eight

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from Albert James Lowry and Mary Severs Lowry, his wife to Mart L. DeBolt

bearing date the 26th day of January nineteen hundred and fifty-seven and recorded among the land records of Anne Arundel County ( ) in Liber GTC No. 1100 Folio 531 and applying to lots 5,6,7,8, and N 16 2/3 of lot 4, North Beach Park 8th Election District, Anne Arundel County, Maryland

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Condition of this Obligation is such, that if the above bounden Eugene M. Childs

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered in presence of

Betty Lee Hall

Eugene M. Childs [SEAL.]

[SEAL.]

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By Philip Richebourg *Attorney-in-fact* [SEAL.]

Philip Richebourg

Bond approved this 27 January 1958.
George T. Cromwell, Clerk

FILED
1958 JAN 27 PM 1:41

Form J-3101 Printed in U. S. A.

1

CHILDS AND BALD
Attorneys At Law
192 Duke of Gloucester Street
Annapolis, Maryland

Assignee Sale

OF VALUABLE REAL ESTATE NEAR CHESAPEAKE BAY

Pursuant to the power of sale contained in a mortgage dated the 26th day of January, 1957, from Albert James Lowry and Mary Severs Lowry, his wife, to Mart L. DeBolt and Susan M. DeBolt, his wife, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1100, Folio 531, default having occurred thereunder, the undersigned Assignee of said mortgage for purpose of foreclosure will offer for sale on the premises on

Saturday, February 22nd, 1958 At Two O'clock P.M.

the following described property:

ALL those lots or parcels of ground situate, lying and being in the Eighth Election District of Anne Arundel County, State of Maryland, being designated as Lots Nos. Five (5), Six (6), Seven (7), and Eight (8), and the North 16-2/3 feet by full depth of Lot No. Four (4), being the North ½ of said Lot No. 4, all in Block Twenty-One (21), North Beach Park, as shown on the Plat thereof entitled "A re-division of original Lots A-1 to 10, inclusive, Block 21, North Beach Park, Maryland", filed among the Plat Records of Anne Arundel County in Plat Book 4, Page 43 (former Plat Book W.N.W. 3, Folio 60).

BEING the same property conveyed to Albert James Lowry and wife by two deeds, the first from Southern Municipal Corporation, dated March 29, 1955, recorded among the Land Records of Anne Arunded County in Liber J.H.H. 913, Folio 295, conveying Lots 6, 7 and 8, Block 21; and the second from Edward M. C. Bradley, et al. dated July 23, 1956, recorded as aforesaid in Liber G.T.C. 1048, Folio 132, conveying Lot 5 and part of Lot 4 aforesaid, Block 21.

The property is subject to a first mortgage held by County Trust Company of Maryland at Owings, Maryland, the principal amount being Seven Thousand Seven Hundred Sixty Dollars and Fifty-three Cents ($7,760.53) as of July 5th, 1957, plus interest at the rate of six percent (6%) from that date, and in addition to insurance premiums advanced of One Hundred Fourteen Dollars and Eighteen Cents ($114.18); payments on said first mortgage amount to Ninety-eight Dollars ($98.00) per month to include interest at the rate of six percent (6%) per annum with privilege of prepayment.

THIS PROPERTY is well situated, being located in a residential, sub-division and approximately 300 feet from the Chesapeake Bay and very close to a paved highway. The lots are improved by a brick bungalow approximately 32 x 48 feet, containing six rooms and bath, hot water heat and electricity, and is adapted to full year occupancy.

TERMS OF SALE: A deposit of ten percent (10%) of the purchase price will be required at the time of sale, balance of purchase money to bear interest at the rate of six percent (6%) from date of sale to date of settlement. Taxes and other public charges and insurance to be adjusted to date of sale.

FOR FURTHER PARTICULARS inquire at the office of the undersigned.

EUGENE M. CHILDS, Assignee
CHILDS AND BALD, Attorneys
192 Duke of Gloucester Street
Annapolis, Maryland
Auctioneer:
GEORGE W. SCIBLE

F-20

LIBER 109 PAGE 482

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1958

We hereby certify, that the annexed Assignee Sale Albert James Lowry

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of February, 1958. The first insertion being made the 30th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1958 FEB 27
PM 1:45

GEORGE W. SCIBLE - - - - - - - - - - - - - - - - Auctioneer

CHILDS AND BALD
ATTORNEYS AT LAW
LIBER 109 PAGE 483 192 Duke of Gloucester Street
Annapolis, Maryland

ASSIGNEE'S SALE

OF VALUABLE

REAL ESTATE

NEAR CHESAPEAKE BAY

Pursuant to the power of sale contained in a mortgage dated the 26th day of January, 1957, from Albert James Lowry and Mary Severs Lowry, his wife, to Mart L. DeBolt and Susan M. DeBolt, his wife, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1100, Folio 531, default having occurred thereunder, the undersigned Assignee of said mortgage for purpose of foreclosure will offer for sale on the premises on

Saturday, February 22nd, 1958

AT TWO O'CLOCK, P.M.

the following described property:

ALL those lots or parcels of ground situate, lying and being in the Eighth Election District of Anne Arundel County, State of Maryland, being designated as Lots Nos. Five (5), Six (6), Seven (7), and Eight (8), and the North 16⅔ feet by full depth of Lot No. Four (4), being the North ½ of said Lot No. 4, all in Block Twenty-one (21), North Beach Park, as shown on the Plat thereof entitled "A re-division of original Lots A-1 to 10, inclusive, Block 21, North Beach Park, Maryland," filed among the Plat Records of Anne Arundel County in Plat Book 4, Page 43 (former Plat Book W.N.W. 3, Folio 60).

BEING the same property conveyed to Albert James Lowry and wife by two deeds, the first from Southern Municipal Corporation, dated March 29, 1955, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 913, Folio 295, conveying Lots 6, 7 and 8, Block 21; and the second from Edward M. C. Bradley, et al, dated July 23, 1956, recorded as aforesaid in Liber G. T. C. 1048, Folio 132, conveying Lot 5 and part of Lot 4 aforesaid, Block 21.

The property is subject to a first mortgage held by County Trust Company of Maryland at Owings, Maryland, the principal amount being Seven Thousand Seven Hundred Sixty Dollars and Fifty-three Cents ($7,760.53) as of July 5th, 1957, plus interest at the rate of six percent (6%) from that date, and in addition to insurance premiums advanced of One Hundred Fourteen Dollars and Eighteen Cents ($114.18); payments on said first mortgage amount to Ninety-eight Dollars ($98.00) per month to include interest at the rate of six percent (6%) per annum with privilege of prepayment.

THIS PROPERTY is well situated, being located in a residential subdivision and approximately 300 feet from the Chesapeake Bay and very close to a paved highway. The lots are improved by a brick bungalow approximately 32 x 48 feet, containing six rooms and bath, hot water heat and electricity, and is adapted to full year occupancy.

TERMS OF SALE: A deposit of ten percent (10%) of the purchase price will be required at the time of sale, balance of purchase money to bear interest at the rate of six percent (6%) from date of sale to date of settlement. Taxes and other public charges and insurance to be adjusted to date of sale.

FOR FURTHER PARTICULARS inquire at the office of the undersigned.

Eugene M. Childs, Assignee,
CHILDS AND BALD, Attorneys
192 Duke of Gloucester Street
Annapolis, Maryland

FILED

1958 MAR 17 PM 1:35

b

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
ALBERT JAMES LOWRY AND
MARY SEVERS LOWRY, his wife,

LIBER 109 PAGE 484

NO. 12512 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that ~~I~~ (we) have purchased at public acution from Eugene M. Childs, Assignee, the property described in the advertisement attached hereto for the sum of ONE THOUSAND SEVEN HUNDRED TWENTY-FIVE DOLLARS and ~~I~~ (we) agree to comply with the terms of the sale as set forth therein.

AS WITNESS ~~my~~ (our) hand(s) and seal(s) this 22nd day of February, 1958.

TEST:

Charles E. Nelson, Jr. (SEAL)

Zona M. Nelson (SEAL)

THIS IS TO CERTIFY, that I have this day sold at public auction for Eugene M. Childs, Assignee, the property described in the advertisement attached hereto to CHARLES E. NELSON, JR AND ZONA M. NELSON at and for the sum of ONE THOUSAND SEVEN HUNDRED TWENTY-FIVE DOLLARS ~~HE~~ (THEY) being at that price the highest bidder(s) therefor, and I hereby certify that the sale was fairly made.

AS WITNESS my hand and seal this 22nd day of February, 1958.

TEST:

Margaret B. Hendrix

George W. Scible (SEAL)

FILED
1958 MAR 17 PM 1:35

10

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ALBERT JAMES LOWRY AND MARY SEVERS LOWRY, his wife

NO 12,512 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

- - - - - - - - - - -

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Eugene M. Childs, Assignee for the purpose of foreclosure of mortgage in these proceedings, respectfully shows:

That under and by virtue of power of sale contained in mortgage from Albert James Lowry and Mary Severs Lowry, his wife to Mart L. DeBolt and Susan M. DeBolt, his wife, dated 26 January, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1100, folio 531, said Assignee, after having given due notice of the time, place and manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the law for such cases made and provided, did offer the property described in these proceedings at public auction on the premises on Saturday, February 22, 1958, at 2:00 o'clock, P.M., and then and there sold the same to Charles F. Nelson, Jr. and Zona M. Nelson, his wife, at and for the price of One Thousand Seven Hundred Twenty-Five Dollars ($1,725.00), they being then and there the highest bidders for said property situate in the Eighth Election District of Anne Arundel County, State of Maryland, being designated as Lots Nos. 5, 6, 7, and 8, and the North 16 2/3 feet by full depth of Lot No. 4, being the North one-half of said Lot No. 4, all in Block 21, North Beach Park, as shown on the Plat thereof entitled "A redivision of original Lots A-1 to 10, inclusive, Block 21, North Beach Park, Maryland," filed among the Plat Records of Anne Arundel County in Plat Book 4, Page 43 (former Plat Book W.N.W. 3, folio 60.), with improvements thereon.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1958 MAR 17 PM 1:35

//

The Assignee further reports that, at the time of sale, the total amount of the lien held by the County Trust Company on account of its mortgage to which the above property was subject, was $8,244.27.

And said Assignee further reports that he has received from said purchasers a deposit, as required by the terms of said sale, and agreement signed by purchasers to comply with terms of sale, as set forth in the handbill filed herewith, and further that the sale was fairly made.

Respectfully submitted.

Eugene M. Childs
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 26th day of February, 1958, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eugene M. Childs, Assignee named in assignment filed in these proceedings, and made oath in due form of law that the matters and things set forth in aforegoing Report of Sale are true, and that said sale was fairly made.

Witness my hand and seal Notarial.

Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

LIBER 109 PAGE 487

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ALBERT JAMES LOWRY AND ~~XXXX~~ MARY SEVERS LOWRY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,512 Equity

Ordered, this 17 day of March, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Eugene M. Childs, Assignee ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of April next.

The report states that the amount of sale ~~to be~~ was $ 1,725.00

FILED 1958 MAR 17 PM 1:35

George T. Bromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ALBERT JAMES LOWRY AND ~~XXXX~~ MARY SEVERS LOWRY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of April, 19 5', that the sale made and reported by the ~~Trustees~~ Assignee aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustees~~ Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED

1958 APR 22 PM 12:23

13

CHILDS AND BALD
Attorneys At Law
192 Duke of Gloucester S.
Annapolis, Maryland

Assignee Sale

OF VALUABLE REAL ESTATE NEAR CHESAPEAKE BAY

Pursuant to the power of sale contained in a mortgage dated the 26th day of January, 1957, from Albert James Lowry and Mary Severs Lowry, his wife, to Mart L. DeBolt and Susan M. DeBolt, his wife, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1100, Follo 531, default having occurred thereunder, the undersigned Assignee of said mortgage for purpose of foreclosure will offer for sale on the premises on

Saturday,
February 22nd, 1958
At Two O'clock P.M.

the following described property:

ALL those lots or parcels of ground situate, lying and being in the Eighth Election District of Anne Arundel County, State of Maryland, being designated as Lots Nos. Five (5), Six (6), Seven (7), and Eight (8), and the North 16-2/3 feet by full depth of Lot No. Four (4), being the North ½ of said Lot No. 4, all in Block Twenty-One (21), North Beach Park, as shown on the Plat thereof entitled "A re-division of original Lots A-1 to 10, inclusive, Block 21, North Beach Park, Maryland", filed among the Plat Records of Anne Arundel County in Plat Book 4, Page 43 (former Plat Book W.N.W. 3, Follo 60).

BEING the same property conveyed to Albert James Lowry and wife by two deeds, the first from Southern Municipal Corporation, dated March 29, 1955, recorded among the Land Records of Anne Arunded County in Liber J.H.H. 913, Follo 295, conveying Lots 6, 7 and 8, Block 21; and the second from Edward M. C. Bradley, et al, dated July 23, 1956, recorded as aforesaid in Liber G.T.C. 1048, Follo 132, conveying Lot 5 and part of Lot 4 aforesaid, Block 21.

The property is subject to a first mortgage held by County Trust Company of Maryland at Owings, Maryland, the principal amount being Seven Thousand Seven Hundred Sixty Dollars and Fifty-three Cents ($7,760.53) as of July 5th, 1957, plus interest at the rate of six percent (6%) from that date, and in addition to insurance premiums advanced of One Hundred Fourteen Dollars and Eighteen Cents ($114.18); payments on said first mortgage amount to Ninety-eight Dollars ($98.00) per month to include interest at the rate of six percent (6%) per annum with privilege of prepayment.

THIS PROPERTY is well situated, being located in a residential sub-division and approximately 300 feet from the Chesapeake Bay and very close to a paved highway. The lots are improved by a brick bungalow approximately 32 x 48 feet, containing six rooms and bath, hot water heat and electricity, and is adapted to full year occupancy.

TERMS OF SALE: A deposit of ten percent (10%) of the purchase price will be required at the time of sale, balance of purchase money to bear interest at the rate of six percent (6%) from date of sale to date of settlement. Taxes and other public charges and insurance to be adjusted to date of sale.

FOR FURTHER PARTICULARS inquire at the office of the undersigned.

EUGENE M. CHILDS, Assignee
CHILDS AND BALD, Attorneys
192 Duke of Gloucester Street
Annapolis, Maryland
Auctioneer:
GEORGE W. SCIBLE

F-20

LIBER 109 PAGE 488 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISII

CERTIFICATE OF PUBLICAT[illegible]

Annapolis, Md., March 17, 195[illegible]

We hereby certify, that the annexed

Assignee Sale

Albert James Lowry

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arunde County, Maryland, once a week for 4 successive weeks before the 22nd day of February, 1958. The first insertion being made the 30th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 20 Mar., 1958, at 10:15 a.m.

LIBER 109 PAGE 489

OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,512 Equity

In the Matter of the Mortgaged Real Estate of
ALBERT JAMES LOWRY and MARY SEVERS LOWRY, his wife

Ordered, this 17th day of March, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Eugene M. Childs, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of April next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of April next.

The report states that the amount of sale was $1,725.00.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:
GEORGE T. CROMWELL, Clerk

A-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,512.

Albert James Lowry

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of April, 1958. The first insertion being made the 20th day of March, 1958.

THE CAPITAL-GAZETTE PRESS. INC.

By W. Tilghman

No. M. G. 1427

15

LIBER 109 PAGE 490

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~xsx~~
Albert James Lowery
and
Mary Severs Lowery, his wife

In the

Circuit Cour

For

Anne Arundel County

No. 12,512 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 8, 1958

All of which is respectfully submitted.

Laura M. Hopkins
Auditor.

FILED

1958 MAY 13 AM 9:45

Dr. in ac.

In the Matter of the Mortgaged Real Estate of
Albert James Lowery and Mary Severs Lowery, his wife

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	84	98	134	98
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	75		
Auditor - stating this account	13	50	53	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	68	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	12	38		
Hartford Accident & Indemnity Co. -bond premium	10	00		
George W. Scible - auctioneer's fee	35	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Virginia Russell - notary fees	1	00	144	34
To Assignee for Taxes, viz:				
1957 State and County taxes	36	01		
1958 State and County taxes ($299.38) - adjusted - 53 days	43	46	79	47
To Mart L. DeBolt and Susan M. DeBolt, mortgagees - this balance on account mortgage claim	1,330	27	1,330	27
			1,742	31
Amount of mortgage claim filed	1,325	00		
Interest on $1,250.00 from 1/26/58 to 2/22/58 - 27 days	5	63		
	1,330	63		
Cr. Amount allowed above	1,330	27		
Balance subject to decree in personam		36		

17

with

Eugene M. Childs, Assignee

Cr.

1958				
Feb.	22	Proceeds of Sale	1,725 00	
		Interest on deferred payment of $1,552.50 to 5/1/58	17 31	1,742 31
				1,742 31

LIBER 109 PAGE 493

FIL
1958 MAY 13

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Albert James Lowery and Mary Severs Lowery, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,512 Equity.

ORDERED, This 13th day of May, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of June, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
JUN 17
1958 JUN 18 PM 12 27

Judge

LIBER 109 PAGE 494

OFFIC. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,512 Equity
In the Matter of the Mortgaged Real Estate of
ALBERT JAMES LOWERY and MARY SEVERS LOWERY, his wife

Ordered, this 13th day of May, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of June next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of June next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 4, 1958

We hereby certify, that the annexed Order Nisi Eq. 12,512 Auditor account Albert James Lowery was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of June, 1958. The first insertion being made the 15th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 JUN -5 AM 10:09

By H. Tilghman

No. M. G. 2359

LIBER 109 PAGE 495

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE L. JONES AND WILLIAMETTE JEAN JONES, his wife	:	(In Equity) No. 12,511 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from said George L. Jones and Williamette Jean Jones, his wife to Baltimore Federal Savings and Loan Association, dated September 9th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 781 folio 498.

Walter S. Calwell
Attorney Named in Mortgage

FILED
1958 FEB -1 AM 10:02

LIBER 109 PAGE 496

LIBER 781 PAGE 498

VA Form 4-6318 (Home Loan). Feb. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFO Mortgage Co.

MARYLAND

No. 12,519 Equity

MORTGAGE

THIS MORTGAGE, made this 9th day of September, A. D. 1953, by and between GEORGE L. JONES and WILLIAMETTE JEAN JONES, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINETY-FOUR HUNDRED AND No/100ths Dollars ($ 9400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and one half per centum (4½ %) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-two and 25/100ths Dollars ($ 52.25), commencing on the first day of October, 1953, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 19 78. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEING KNOWN AND DESIGNATED as Lot No. 112 on the Plat of Belvedere Heights, which plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13th, 1953.

BEING THE SAME lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Bedford Holding Company to the Mortgagors herein.

Plaintiff's Exhibit A.

FILED

1958 FEB -1 AM 10: 02

* Delete italicized words if Mortgagee is not a building and loan association.

16—49890-5

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described [illegible]

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Ninety Dollars ($90.00) payable half-yearly on the 9th days of March and September in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four and one half (4½%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four and one half per centum (4½%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insuranee policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness: John C. Evelius
JOHN C. EVELIUS

George L. Jones [SEAL]
GEORGE L. JONES

Williamette Jean Jones [SEAL]
WILLIAMETTE JEAN JONES

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 9th day of September, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared GEORGE L. JONES and WILLIAMETTE JEAN JONES, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

John C. Evelius
JOHN C. EVELIUS
Notary Public.

JOHN C. EVELIUS NOTARY PUBLIC BALTIMORE, MD.

Recorded: September 14, 1953 at 9 A.M.

Application No. 31435
Written by J.M.
Approved by
Examiner
Ready for record

STATE OF MARYLAND

Mortgage

FROM

GEORGE L. JONES and WILLIAMETTE JEAN JONES, his wife,

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 14 Sept. 1953, at 9 o'clock A.M.
Same day recorded in Liber J.M.
No. 781 Folio 498 &c.,
one of the Land Records of A.A. Co.
and examined per John H. Hopkins Jr. Clerk.
Cost of Record, $ 9.00 Pd.

U. S. GOVERNMENT PRINTING OFFICE 16—49890-4

LIBER 109 PAGE 500

No. 12,519 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of January, 19 58 before me, the subdcriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants George L. Jones and Williamette Jean Jones, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell - Affiant

Clara M. Link - Notary Public

FILED
1958 FEB -1 AM 10:02

6

LIBER 109 PAGE 501

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

GEORGE L. JONES AND

WILLIAMETTE JEAN JONES, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,511 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association**

under the mortgage from **George L. Jones and Williamette Jean Jones, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **9th** day of **September** 1953, and recorded among the Land Records of **Anne Arundel** County in Liber **J.H.H.** No. **781** Folio **498** .

Amount of Mortgage	$9400.00
Less amount paid on principal	817.59
	8582.41
Plus - interest to 3/11/58	365.86
	8948.27
Plus - overdraft in expense account	123.81
	9072.08

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **7th** day of **March** in the year nineteen hundred and **fifty-eight** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association**

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

FILED

1958 MAR 11 AM 10:26

Clara M. Link

Clara M. Link Notary Public

7

~~Mortgage and~~ Attorney's Bond.

1-369

LIBER 109 PAGE 502

262161

New Amsterdam Casualty Company

LIBER 9 PAGE 246

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

No. 12,519 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND, ONE HUNDRED AND 00/100 ($9,100.00) - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 7th - - - - - - - - - - - - - - - - day of March in the year nineteen hundred and fifty-eight

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from George L. Jones and Williamette Jean Jones, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 9th day of September nineteen hundred and fifty-three and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 781, Folio 498, and

Lot #112 Alameda Parkway - Belvedere Heights
Anne Arundel County Md.

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

does and shall well and truly and faithfully perform the trust reposed in him under the ortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, erwise to be and remain in full force and virtue in law.

gned, Sealed and Delivered
in the presence of

Clara M. Link

~~xxxx~~: Witness as to Surety:

M. S. Kraus

Walter S. Calwell (Seal)

Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

FILED

1958 MAR 11 AM 10:26

Bond approved this 11th day of March 1958
George T. Cromwell, Clerk

8

CALLAHAN AND CALWELL
Solicito
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from George L. Jones and Williamette Jean Jones, his wife, to Baltimore Federal Savings and Loan Association, dated September 9th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 781 folio 498 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., March 11, 1958 at 3:30 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County at the corner of the northeast side of Buena Vista Avenue and Alameda Parkway at Belvedere Heights, near Arnold, and described as follows:

Being known and designated as Lot No. 112 on the Plat of Belvedere Heights, which Plat is dated February, 1953 and recorded among the Land Records of Anne Arundel County in Cabinet 4 Rod G-5 Plat 6

TOGETHER with the buildings thereupon: and all the rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a frame, 1½ story, one family dwelling, containing 6 rooms, 1 bath, unfinished attic, hot water, radiant panel, oil fired heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other assessments and public charges, including Sanitary District charges, if any to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer M-6

LIBER 109 PAGE 503

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE L. JONES AND WILLIAMETTE JEAN JONES, HIS WIFE	:	(In Equity)

No. 12,511 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 9th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 781 folio 498 from said George L. Jones and Williamette Jean Jones, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 11th day of March, 1958 at 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being lot No. 112 on Plat of Belvedere Heights, which Plat is dated February 1953 and recorded among the Land Records of Anne Arundel County in Cabinet 4 Rod G-5 Plat 6; more particularly and at length described in the aforesaid Mortgage and the attached advertisement of sale.

By the terms of sale, a cash deposit of Five Hundred ($500.00 was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan and Sanitary District liens, if any, be adjusted to day of sale.

FILED
1958 MAR 15 AM 9:32

9

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of Ninety ($90.00) Dollars, at and for the sum of Eighty-seven Hundred ($8700.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 13th day of March, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC

Clara M. Link - Notary Public

FILED

1958 MAR 15 AM 10:31

13

ORDER NISI

LIBER 109 PAGE 505

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
GEORGE L. JONES and
WILLIAMETTE JEAN JONES, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 12,519 Equity

Ordered, this 15 day of March, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of April next.

The report states that the amount of sales ~~xxxxx~~ was $ 8,700.00

FILED 1958 MAR. 15 AM 9:32

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
GEORGE L. JONES and
WILLIAMETTE JEAN JONES, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of April, 1958, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1958 APR 22 PM 12:23

11

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Buildi
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from George L. Jones and Williamette Jean Jones, his wife, to Baltimore Federal Savings and Loan Association, dated September 9th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 781 folio 498 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., March 11, 1958
at 3:30 P.M.,

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County at the corner of the northeast side of Buena Vista Avenue and Alameda Parkway at Belvedere Heights, near Arnold, and described as follows:

Being known and designated as Lot No. 112 on the Plat of Belvedere Heights, which Plat is dated February, 1953 and recorded among the Land Records of Anne Arundel County in Cabinet 4 Rod G-5 Plat 6

TOGETHER with the buildings thereupon; and all the rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a frame, 1½ story, one family dwelling, containing 5 rooms, 1 bath, unfinished attic, hot water, radiant panel, oil fired heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other assessments and public charges, including Sanitary District charges, if any to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

M-6

LIBER 109 PAGE 506 OFFI OF

12,819

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1958

We hereby certify, that the annexed

Attorney's Sale

George L. Jones

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of March, 1958. The first insertion being made the 13th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 20 Mar., 1958, at 10:15 a.m.

LIBER 109 PAGE 507

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,519 Equity

WALTER S. CALWELL, Attorney Named in Mortgage
versus
GEORGE L. JONES and WILLIAMETTE JEAN JONES, his wife

Ordered, this 15th day of March, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of April next.

The report states that the amount of sale was $8,700.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

A-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,519
George L. Jones

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of April, 1958. The first insertion being made the 20th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 1429

13

LIBER 109 PAGE 508

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

VS.

George L. Jones
and
Williamette Jean Jones, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,519 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 5, 1958

All of which is respectfully submitted.

Laura K. Tickling
Auditor.

FILED

1958 MAY -7 PM 2:03

Dr. Walter S. Calwell, Attorney named in Mortgage vs. George L. Jones and Williamette Jean Jones, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	292	78	342	78
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press -advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	36	40		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Clara M. Link - notary fees	1	25	130	31
To Attorney for Taxes, viz: 1958 State and County taxes - 2 months 11 days	25	41	25	41
To Attorney for Ground Rent, vizX: Semi-annual ground rent ($45.00) from 3/9/58 to 3/11/58		50		50
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,228	11	8,228	11
			8,783	11
Amount of mortgage claim filed	9,072	08		
Cr. Amount allowed above	8,228	11		
Balance subject to decree in personam	843	97		

15

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1958						
Mar.	11	Proceeds of Sale	8,700	00		
		Interest on deferred payment of $8,200.00 to 4/22/58	59	45	8,759	45
		Refund 1958 water and sewer benefit charges adjusted to 3/11/58	23	66	23	66
					8,783	11

LIBER 109 PAGE 511

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

George L. Jones

and

Williamette Jean Jones, his wife

1958 MAY -7 PM 2:03

FILED

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,519 Equity.

ORDERED, This 7th day of May, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of June next.

George E. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of June, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Grantee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

JUN 17

1958 ~~JUN 18~~ AM 12:27

Clerk Cir Ct

Benjamin Michaelson

Judge.

17

LIBER 109 PAGE 512 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,519 Equity

WALTER S. CALWELL,
Attorney named in Mortgage
Versus
GEORGE L. JONES and
WILLIAMETTE JEAN JONES,
his wife

Ordered, this 7th day of May, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of June next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

A-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 4, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,519

Auditor account

George L. Jones

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of June, 1958. The first insertion being made the 15th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 23-4-1958 JUN -5 AM 10:09

18

LIBER 109 PAGE 513

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	for
	*	Anne Arundel County
vs.	*	(In Equity)
	*	
William E. Weber and	*	No. 12,530 Equity
Alverta J. Weber, his wife	*	
	*	

* * * * * * * * * * * * * * *

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiffs' Exhibit No. 1".

1 - Original Mortgage from William E. Weber and Alverta J. Wever, his wife, to the Leeds Federal Savings and Loan Association dated May 25, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1031, folio 22 etc..

Edward J. Brannan

Edward J. Brannan

Attorney Named in Mortgage

FILED

1958 FEB -7 AM 10:47

City-County Form.

LIBER 1031 PAGE 22

No. 12,530 Equity

LIBER 109 PAGE 514

This Mortgage,

Made this 25th day of May, in the year one thousand, nine hundred and fifty-six, between William E. Weber and Alverta J. Weber, his wife of Anne Arundel County in the State of Maryland, Mortgagors, and the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of - - - - -NINETY FOUR HUNDRED ($9400.00) - Dollars being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent (6 %) per annum in the manner following:

By the payment on or before the first day of each month from date hereof; of the sum of SIXTY-SEVEN DOLLARS AND THIRTY-FIVE CENTS ($67.35) - - - ~~Dollars~~ being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

Together with and in addition to the monthly payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, a sum, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said estimated sum is insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the Mortgagee and held by it or its sucessors and assigns, then upon demand of said Mortgagee, its successors or assigns, the Mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments to continue until the whole of said principal and interest shall be paid in full, and said combined payments aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, if any, fire, tornado insurance premiums and other charges, for which the property may be liable, and life insurance premiums on policies assigned to the Mortgagee, its successors or assigns; and (3) towards the payment of the aforesaid principal sum, or in any other way the Mortgagee may elect.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January session in the year 1955 or any supplement thereto.

The due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County in said State, and described as follows:

BEGINNING for the same at the corner formed by the intersection of the west side of Middle Court Road and the north side of Oakdale Road and running thence westerly binding on Oakdale Road 90 feet thence northerly at right angles to Oakdale Road 140 feet thence easterly parallel with the first mentioned line 90 feet thence southerly binding on Middle Court Road 140 feet to the place of beginning. The improvements thereon being known as 304 Middle Court Road, formerly known as 300 W. Oakdale Road.

BEING the same lot of ground and premises which, by deed dated February 23, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 327, folio 67 etc., was granted and conveyed by John F. O'Donnell unto William E. Weber and Alverta J. Weber, his wife, the Mortgagors herein.

FILED

1958 FEB -7 AM 10:47

2

(Plaintiff's Exhibit No. 1)

Together with the improvements thereon and the rights or appurtenanees thereto belonging or in anywise appertaining, ineluding all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits aecruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its sueeessors and assigns, in fee simple. [illegible]

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the eovenants and eonditions herein mentioned on their part to be made and done, then this Mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, eovenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its suceessors or assigns, in some eompany aeceptable to the Mortgagee, its suecessors or assigns, to the extent of its lien thereon, and to deliver the poliey and all renewal reeeipts to the Mortgagee, its sueeessors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its suceessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so mueh additional indebtedness secured by this Mortgage and in the event of any loss by fire the insuranee eompany or eompanies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; sueh payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses seeured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by Mortgagors of said insuranee money for the reeonstruetion of the improvements on the Mortgaged property; (3) to pay all ground rent, if any, taxes, water rent, insuranee, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may beeome liable when payable. The Mortgagee, its suceessors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the prineipal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so mueh additional indebtedness seeured by this Mortgage and be ineluded in any deeree foreclosing this Mortgage, or in any sale of the premises for the foreelosure of the same; (4) to pay premiums on any life insuranee poliey or polieies assigned to the Mortgagee, its suecessors or assigns or wherein the Mortgagee, its sue-

cessors or assigns, is the beneficiary and which is held by the Mortgagee, its successors or assigns, as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this Mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this Mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (10) that should twenty per cent. (20%) or more of the original loan be paid at one time before maturity, Mortgagors agree to pay to the said Mortgagee ninety days interest at six (6%) per cent. beyond the date of payment on the amount so prepaid. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Leeds Federal Savings and Loan Association.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or Edward J. Brannan, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of One Hundred Fifty ($150.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, their heirs, personal representatives and assigns shall also include the successors and assigns of a corporate Mortgagor.

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan
Edward J. Brannan

William E. Weber (SEAL)
William E. Weber

Alverta J. Weber (SEAL)
Alverta J. Weber

(SEAL)

(SEAL)

LIBER 109 PAGE 517

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 1031 PAGE 25

I HEREBY CERTIFY that on this 25th day of May, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared William E. Weber and Alverta J. Weber, his wife the Mortgagors, named in the aforegoing Mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing Mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared George S. M. Kieffer President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

Edward J. Brannan

Edward J. Brannan, Notary Public.

Rec'd for record May 26 1956 at 9:02 A.
Mailed to Edward J. Brannan

MORTGAGE

FROM

William E. Weber and

Alverta J. Weber, his wife

TO

LEEDS

FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO. _____

Received for Record _____ at _____ o'clock _____ M. Same day recorded in Liber _____ No. _____ Folio _____ etc., one of the _____ Records of _____ and examined per _____ Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1956 MAY 26 AM 9:02 & RECORDED IN LIBER GTC NO. 1031 FOLIO 22 GEO. T. COMWELL CLERK

Cost of Record, $ 7.00

~~MYROSS BLACK, JR.~~

EDWARD J. BRANNAN

Attorney-at-Law

Baltimore 2, Maryland

541 Equitable Building

The Daily Record Company, Baltimore, Md.

RECORD AND RETURN TO
EDWARD J. BRANNAN
EQUITABLE BUILDING
BALTIMORE 2, MD

LIBER 109 PAGE 518

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	for
	*	Anne Arundel County
vs.	*	
William E. Weber and	*	Docket No. 17, Folio 241
Alverta J. Weber, his wife	*	
	*	Case No. 12,530

* * * * * * * * * * * * *

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath in due form of law that he knowns the defendants herein, and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States,

(2) said defendants are not in the military service of any nation allied with the United States,

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Edward J. Brannan

Edward J. Brannan,
Attorney Named in Mortgage

Subscribed and sworn to before me
this 6th day of February, 1958.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

FILED
1958 FEB -7 AM 10:47

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LIBER 109 PAGE 519

Edward J. Brannan

Attorney Named in Mortgage

vs.

William E. Weber and
Alverta J. Weber, his wife

* In The Circuit Court

for

Anne Arundel County

* Docket No. 17, Folio 241

* Case No. 12,530 Equity

* * * * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of the Leeds Federal Savings and Loan Association under the mortgage from William E. Weber and Alverta J. Weber, his wife, dated May 25, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1031, folio 22 etc.

Amount of Mortgage Loan	$ 9400.00
Less Amount Paid on Principal	336.17
	$ 9063.83
Plus interest from 11/25/57 to 3/10/58	266.62
Plus Release Fee	7.50
Plus Deficit -Expense Account	10.82
Total	$ 9348.77

Edward J. Brannan
Edward J. Brannan,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 28th day of February in the year 1958 before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the plaintiff in the above entitled cause and made oath that the foregoing is a just and true statement of the account of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

FILED
1958 MAR. 1
A.M. 9:00

7

Judicial 13—Maryland—Mortgagee's or Attorney's Bond

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 109 PAGE 520

LIBER 9 PAGE 241

EDWARD J. BRANNAN, Attorney named in Mortgage

vs.

William E. Weber and Alverta J. Weber, his wife

BOND OF FORECLOSURE

TO SELL

REAL ESTATE

No. 12,530 Equity

KNOW ALL MEN BY THESE PRESENTS: That we,

EDWARD J. BRANNAN

as Principal ,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND, FOUR HUNDRED AND 00/100 ---------- Dollars ($ 9,400.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of February , in the year of our Lord, nineteen hundred and fifty-eight.

WHEREAS, the above bounden

EDWARD J. BRANNAN

by virtue of the power contained in a mortgage from William E. Weber and Alverta J. Weber, his wife to Leeds Federal Savings and Loan Association bearing date the 25th day of May , 19 56 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G. T. C. No. 1031 Folio No. 22 and

EDWARD J. BRANNAN

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

EDWARD J. BRANNAN

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Marguerite E. Wolf

Edward J. Brannan (SEAL)
Edward J. Brannan

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By A. M. Dawson

A. M. Dawson, Attorney-in-fact

Bond Approved this 1st day of March 1958
Judge T. Cromwell Clerk

FILED
1958 MAR. 1
A. M. 9:50

8

EDWARD J. BRANNAN, Solicitor
541 Equitable Building
Balto., Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

Known as 304 Middle Court Road, Anne Arundel County, Maryland

By virtue of and pursuant to the power of sale contained in the mortgage from William E. Weber and Alverta J. Weber, his wife to the Leeds Federal Savings and Loan Association, dated May 25, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1031, folio 22 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Mon., March 10, 1958
2 o'clock P.M.

All that Fee Simple property situate in Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at the corner formed by the intersection of the west side of Middle Court Road and the north side of Oakdale Road and running thence westerly binding on Oakdale Road 90 feet thence northerly at right angles to Oakdale Road 140 feet thence easterly parallel with the first mentioned line 90 feet thence southerly binding on Middle Court Road 140 feet to the place of beginning. The improvements thereon being known as 304 Middle Court Road (formerly known as 300 W. Oakdale Road).

The aforesaid lot of ground is improved with a frame one (1) story dwelling containing five (5) rooms, bath, hot-air-forced oil heat.

The property will be sold subject to conditions, restrictions and agreements of record affecting the same, if any.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six percentum (6%) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed, shall be at the expense of the purchaser.

Taxes and all other expenses, including Anne Arundel County Sanitary Commission charge, if any, to be adjusted to the day of sale.

EDWARD J. BRANNAN
Attorney Named In Mortgage
E. T. NEWELL & CO., INC.
Auctioneers

M-6

Edward J. Brannan
Attorney Named in Mortgage

vs.

William E. Weber and
Alverta J. Weber, his wife

* IN THE
* CIRCUIT COURT FOR ANNE
* ARUNDEL COUNTY
* Docket No. 17, Folio 241
* Case No. 12,530 Equity

* * * * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated May 25, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1031, folio 22 etc., from William E. Weber and Alverta J. Weber, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Capital-Gazette Press, newspaper published in Anne Arundel County for more than three successive weeks, preceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage(after default having occurred thereunder) did, pursuant to said notice, on the 10th day of March, 1958 at 2:0'clock P.M., attend on the premises and then and there sold the fee simple property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto John M. Marcus and Marjorie O. Marcus, his wife, at and for the sum of Ten Thousand Four Hundred Dollars ($10,400.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mortgage.

FILED

1958 MAR 12 AM 11 34

9

ORDER NISI

LIBER 109 PAGE 522

Edward J. Brannan, Attorney named in Mortgage

versus

William E. Weber and Alverta J. Weber, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,530 Equity

Ordered, this 12 day of March, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of April next.

The report states that the amount of sale was $ 10,400.00

FILED 1958 MAR 12 AM 11:34

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Edward J. Brannan, Attorney named in Mortgage

versus

William E. Weber and Alverta J. Weber, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of April, 19 58, that the sale made and reported by the Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED

1958 APR 22 PM 12:24

16

EDWARD J. BRANNAN, Solicitor
541 Equitable Building
Balto., Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

Known as 304 Middle Court Road, Anne Arundel County, Maryland

By virtue of and pursuant to the power of sale contained in the mortgage from William E. Weber and Alverta J. Weber, his wife to the Leeds Federal Savings and Loan Association, dated May 25, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1031, folio 22 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Mon., March 10, 1958
2 o'clock P.M.

All that Fee Simple property situate in Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at the corner formed by the intersection of the west side of Middle Court Road and the north side of Oakdale Road and running thence westerly binding on Oakdale Road 90 feet thence northerly at right angles to Oakdale Road 140 feet thence easterly parallel with the first mentioned line 90 feet thence southerly binding on Middle Court Road 140 feet to the place of beginning. The improvements thereon being known as 304 Middle Court Road (formerly known as 300 W. Oakdale Road).

The aforesaid lot of ground is improved with a frame one (1) story dwelling containing five (5) rooms, bath, hot-air-forced oil heat.

The property will be sold subject to conditions, restrictions and agreements of record affecting the same, if any.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six percentum (6%) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed, shall be at the expense of the purchaser.

Taxes, and all other expenses, including Anne Arundel County Sanitary Commission charge, if any, to be adjusted to the day of sale.

EDWARD J. BRANNAN
Attorney Named In Mortgage
E. T. NEWELL & CO., INC.
Auctioneers M-6

LIBER 109 PAGE 523 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1958

We hereby certify, that the annexed Mortgage Sale William E. Weber "304 Middle Court Road" was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of March, 1958. The first insertion being made the 13th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 20 Mar., 1958, at 10.15 a.m.

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT OF
vs.	*	ANNE ARUNDEL COUNTY
William E. Weber and Alverta J. Weber, his wife	*	IN EQUITY
	*	No. 12,530 Equity

* * * * * * * * * * * * *

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this 10th day of March, 1958, he sold at public auction, for the highest price obtainable, to John M. Marcus and Marjorie O. Marcus, his wife the following described property:

> BEGINNING for the same at the corner formed by the intersection of the west side of Middle Court Road and the north side of Oakdale Road and running thence westerly binding on Oakdale Road 90 feet thence northerly at right angles to Oakdale Road 140 feet thence easterly parallel with the first mentioned line 90 feet thence southerly binding on Middle Court Road 140 feet to the place of beginning. The improvements thereon being known as 304 Middle Court Road.

at and for the price of Ten Thousand Four Hundred Dollars ($10,400.00).

AS WITNESS the corporate seal of the said Auctioneer and the signature of its President.

WITNESS:

Betty Y. Trueschler — Betty Y. Trueschler

John Miller, Jr. — President.

The undersigned Purchasers of the above described property do hereby certify that they bought said property at the auction at and for the price of Ten Thousand Four Hundred Dollars ($10,400.00).

WITNESS the hands and seals of the said purchasers.

Witness:

Edward J. Brannan — Edward J. Brannan

John M. Marcus (SEAL) — John M. Marcus

Marjorie O. Marcus (SEAL) — Marjorie O. Marcus

FILED

1958 MAR 26 PM 4:45

12

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY LIBER 109 PAGE 525

STATE OF MARYLAND

LIBER 9 PAGE 260

No. 12,530 Equity

EDWARD J. BRANNAN, Attorney named in Mortgage
vs.
William E. Weber and Alverta J. Weber, his wife

ADDITIONAL BOND OF FORECLOSURE
TO SELL
REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS: That we,

EDWARD J. BRANNAN

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ONE THOUSAND AND 00/100 ---------- Dollars ($ 1,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of March, in the year of our Lord, nineteen hundred and fifty-eight.

WHEREAS, the above bounden

EDWARD J. BRANNAN

by virtue of the power contained in a mortgage from William E. Weber and Alverta J. Weber, his wife to Leeds Federal Savings and Loan Association bearing date the 25th day of May, 19 56 and recorded among the Land Records of Anne Arundel County, Maryland in Liber GTC No. 1031 Folio 22 and

EDWARD J. BRANNAN

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

EDWARD J. BRANNAN

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Marguerite E. Wolf

Edward J. Brannan (SEAL)
Edward J. Brannan

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By A. M. Dawson
A. M. Dawson, Attorney-in-fact

FILED
1958 MAR 26 PM 4:45

Bond approved this 26th day of March 1958.
George T. Cromwell, Clerk

13

LIBER 109 PAGE 526

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,530

William E. Weber.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of April, 1958. The first insertion being made the 20th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

Edward J. Brannan
Attorney Named in Mortgage
Versus
William E. Weber and
Alverta J. Weber, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,530 Equity

Ordered, this 12 day of March, 1958. That the sale of the property in these proceedings mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of April next.

The report states that the amount of sale was $10,400.00.

GEORGE T. CROMWELL, Clerk

True Copy, Test:
GEORGE T. CROMWELL, Clerk

A-10

FILED

No. M. C. 1417
1958 APR 12 AM 11:09

14

LIBER 109 PAGE 527

In the Case of

Edward J. Brannan,
Attorney named in Mortgage
vs.
William E. Weber
and
Alverta J. Weber, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,530 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that She has examined the proceedings in the above entitled cause, and from them She has stated the within account.

May 2, 1958

All of which is respectfully submitted.

Laura K. Ficklin
Auditor.

FILED
1958 MAY -7 PM 2:59

15

Dr. in ac.

Edward J. Brannan, Attorney named in Mortgage vs.
William E. Weber and Alverta J. Weber, his wife

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	343	26	493	26
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account	13	50	53	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	46	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	23	60		
U.S. Fidelity & Guaranty Co. -bond premium	37	60		
E.T. Newell & Co., Inc. -auctioneer's fee	283	00		
Metered water to 3/28/58	7	20		
Marguerite E. Wolf - notary fees	1	00	412	64
To Leeds Federal Savings and Loan Ass'n, mortgagee - in full for mortgage claim	9,348	77	9,348	77
To William E. Weber and Alverta J. Weber, his wife, mortgagors - this balance	230	56	230	56
			10,538	23

with

Edward J. Brannan, Attorney named in Mortgage

Cr.

1958						
Mar.	10	Proceeds of Sale	10,400	00		
		Interest on deferred payment of $9,900.00 to 4/28/58	41	90	10,441	90
		Refund 1958 State and County taxes - 9 months 21 days	96	33	96	33
					10,538	23

ORDER NISI LIBER 109 PAGE 530

Edward J. Brannan,

Attorney named in Mortgage

VERSUS

William E. Weber

and

Alverta J. Weber, his wife

1958 MAY -7 PM 2:59 FILED

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,530 Equity.

ORDERED, This 7th day of May, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of June, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 JUN 18 AM 12:27

Clerk Circuit Court

Judge.

LIBER 109 PAGE 531 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,530 Equity

EDWARD J. BRANNAN,
Attorney named in Mortgage
Versus
WILLIAM E. WEBER, and
ALVERTA J. WEBER, his wife

Ordered, this 7th day of May, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of June next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of June next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk

A-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 4 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,530
Auditor Account

William E. Weber

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of June, 1958. The first insertion being made the 15th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUN -5 AM 10:10

By

No. M. G. 2339

KJ

EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT FOR
JOHANNE JOHANSEN, Incompetent	:	ANNE ARUNDEL COUNTY
	:	No. 12,047 Equity

PETITION FOR SALE OF REAL ESTATE OF INCOMPETENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ralph B. Johansen, Guardian of Johanne Johansen, Incompetent, by Winson G. Gott, his Solicitor, respectfully shows:

1. That by a decree of the Court of Common Pleas of Delaware County, Pennsylvania, dated March 6, 1953, the said Johanne Johansen was declared to be an incompetent.

2. That your Petitioner was appointed as Guardian of the Estate of Johanne Johansen, Incom petent, by the said Court of Common Pleas of Delaware County, Pennsylvania, a Certified Copy of said Decree and Appointment is filed herewith as Petitioner's Exhibit No.1 and prayed to be taken as a part hereof.

3. That said Johanne Johansen is the owner of certain property designated as Lot No. 11, Block K, Manhattan Beach, Third Election District of Anne Arundel County, Maryland, in fee simple, which she acquired by deed recorded in the Land Records of Anne Arundel County in Liber J.H.H. No. 209, folio 46, the said Johanne Johansen, Incompetent being a widow, her husband, Gustav A. Johansen departed this life June 24, 1954.

4. That your Petitioner has contracted to sell the real estate above mentioned and that your Petitioner verily believes that it would be to the best interest, welfare and advantage of the said incompetent that this real estate be sold and the proceeds thereof be used for her support and expenses.

5. That your Petitioner files herewith a contract of sale by and between your Petitioner and Derwood D. Kent, for the price of One Thousand Dollars ($1,000.00), and which sum is a fair and reasonable price for the unimproved lot and is more than he verily believes can be obtained at a public sale, said Contract filed herewith as Petitioner's Exhibit No. 2 and prayed to be taken as a part hereof.

WHEREFOR, Your Petitioner prays this Honorable Court:

(a) That a Decree be passed authorizing said Guardian to sell the realty of said Johanne Johansen, Incompetent, at and for the contract price of $1,000.00 to Derwood D. Kent.

FILED
1957 MAR -2 AM 11:25

(b) That the proceeds of said sale be administered under the jurisdiction of this Honorable Court.

(c) That your Petitioner be authorized to transfer all the right, title, interest and estate of said Johanne Johansen, Incompetent, in said property to the purchaser thereof and be authorized to execute a deed therefor upon the payment of the purchase price therefor and deliver a good and marketable title therewith.

(d) And for such other and further relief as the nature of this cause may require.

AND, AS IN DUTY BOUND, ETC.

Ralph B. Johansen, Guardian

Ralph B. Johansen Guardian

Winson G. Gott, Solicitor

STATE OF PENNSYLVANIA, COUNTY OF DELAWARE, to wit:

I HEREBY CERTIFY that on this 27th day of February, 1957, before me, the subscriber, a Notary Public of the State of Pennsylvania in and for the County aforesaid, personally appeared Ralph B. Johansen, Guardian named in this Petition, and made oath in due form of law that the matter and things stated in the foregoing Petition are true to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Nancy J. [illegible]
Notary Public
My Commission Expires Nov. 27 1959
Media, Delaware Co., Penna.

LIBER 109 PAGE 534

No. 12,047 Equity

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

IN RE: ESTATE OF JOHANNE JOHANSEN : No. 2086
an Incompetent :
NOVEMBER TERM, 1952

DECREE

AND NOW, to wit: this 6 day of March A.D. 1953, due notice of the proceedings in the above case having been given according to law and the order of this Court and after eareful consideration of the Testimony taken in the case, the Court finds that the said JOHANNE JOHANSEN is an incompetent and RALPH B. JOHANSEN, 310 Shadeland Avenue, Drexel Hill, Pennsylvania is appointed as Guardian of her estate upon entry of a Bond in conformity with the requirements of the Incompetents' Estates Act in the sum of eight thousand dollars ($8,000.00)

BY THE COURT:

s/ Harold L. Ervin
Pres. Judge

July 22, 1957

The above is still in full force and effect.

Deputy Prothonotary

FILED
1957 AUG -8 AM 10:55

Petitioner's Exhibit No 1-A fld.

3

120—No. 39

LIBER 109 PAGE 535 ACT OF CONGRESS

STATE OF PENNSYLVANIA
Delaware County } SS:

Howard F. Reed, Jr.

I, [redacted], Prothonotary of the Court of Common Pleas, in and for said County and State, do hereby certify that the above and foregoing pages comprise a true copy and correct transcript of the [redacted] order appointing a guardian [redacted] therein set out as full, complete and entire as the same remains on file and of record in said Court.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of my said office at Media, this 22nd day of July A. D. 19 57

Howard F. Reed, Jr. Prothonotary

STATE OF PENNSYLVANIA
Delaware County } SS:

HENRY G. SWENEY, President Judge of the Thirty-second Judicial District of Pennsylvania, and Presiding Judge, and the Honorable WM. R. TOAL, and Honorable ARTHUR P. BRETHERICK, and Honorable JOHN V. DIGGINS, were and still are Additional Law Judges of the Courts of Common Pleas, Orphans' Court and Court of Quarter Sessions of the Peace in and for the County of Delaware, State aforesaid, do certify that WILLIAM C. KNODEL, by whom the annexed record, certificate and attestation were made and given, and who in his own proper handwriting has thereunto subscribed his name and affixed his official seal, was, at the time of so doing, and now is, Prothonotary of the Court of Common Pleas, in and for the County of Delaware, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in courts of judicature as elsewhere; and that the said record, certificate and attestation are in due form of law and made by the proper officer.

In Testimony Whereof, I have hereunto set my hand this 23d day of July A. D. 19

Richard P. Bretherick President Judge.

STATE OF PENNSYLVANIA
Delaware County } SS:

Howard F. Reed, Jr.

I, [redacted], Prothonotary of the Court of Common Pleas, in and for the County of Delaware, State aforesaid, do certify that the Honorable Henry G. Sweney, by whom the foregoing attestation was made, and who has thereunto subscribed his name, was at the time of the making thereof, and still is, President Judge, and the Honorable Wm. R. Toal, and Honorable Arthur P. Bretherick, and Honorable John V. Diggins were, and still are, Additional Law Judges of the Court of Common Pleas, Orphans' Court and Court of Quarter Sessions of the Peace, in and for the County of Delaware, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in courts of judicature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court, this 22nd day of July A. D. 19 57

Howard F. Reed, Jr. Prothonotary

FILED
1957 AUG -8 AM 10:55

4

LIBER 109 PAGE 536 No. 12,047 Equity

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

IN RE: ESTATE OF JOHANNE JOHANSEN : NO. 2086
An Incompetent
: NOVEMBER TERM, 1952

DECREE

AND NOW, to wit: this 6th day of March, A. D., 1953, due notice of the proceedings in the above case having been given according to law and the order of this Court and after careful consideration of the testimony taken in the case, the Court finds that the said JOHANNE JOHANSEN is an incompetent and RALPH B. JOHANSEN, 310 Shadeland Avenue, Drexel Hill, Pennsylvania, is appointed as Guardian of her estate upon entry of a Bond in conformity with the requirements of the Incompetents' Estates Act in the sum of Eight thousand dollars ($8,000.00).

BY THE COURT:

/s/ Harold L. Ervin
P.J.

CERTIFIED A TRUE AND CORRECT COPY FROM THE RECORD
Mary E. Hilbert
DEPUTY PROTHONOTARY

Petitioner's ~~Complainant's~~ Exhibit No. 1

Refiled 1957 June 12

FILED
1957 MAR -2 AM 11:25

12,047 Eq
Johanson
Examiner's Exh. 1
E/Clawans
Examiner

5

LIBER 109 PAGE 537

No. 12,047 Equity

CONTRACT OF SALE

For use only by Members of the Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, made this 19th day of November

19 56, by and between Ralph B. Johansen (Guardian Estate of Johanne Johansen #2086 Nov. term 1952) of 150 Beechwood Rd., Newton Sqaure, Pa.

of the first part, hereinafter called SELLER, and Derwood D. Kent, Manhattan Beach, Severna Park P. O., Maryland

of the second part, hereinafter called BUYER

Witnesseth: that the said Seller hereby bargain and sell unto the said Buyer, and the Buyer do hereby purchase from the Seller — subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland:

Development of Manhattan Beach, being unimproved lot # 11, in Block "K"

Title Reference: JHH 209 - Fol. 46

At and for the price of One Thousand ($1,000.00)---------- Dollars, of which One Hundred ($100.00)---------- Dollars have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows:

Cash at time of settlement which shall be on or before Sixty (60) Days from date of this contract.

Buyer agrees to pay all charges and expenses of insuring title or procuring opinion of counsel with respect to title.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyer's expense, which shall convey the property by a good and merchantable title to the Buyer, free of all encumbrances except as specified herein, otherwise the aforesaid deposit money shall be refunded and this contract shall become null and void.

Rent, ground rent, insurance, taxes, water rent and all other public dues and charges shall be adjusted as of date of settlement. Cost of Federal and State deed stamps is to be equally divided between the Buyer and Seller.

Time is of the essence of this Agreement, and if the terms hereof are not complied with by the Buyer, the above deposit shall be forfeited.

The Seller agrees to pay to THE H. M. SANDROCK COMPANY, Realtor, the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., said commission being due and payable upon the signing of this contract; and it is agreed that the entire deposit herein above referred to shall be held by the Broker until settlement is made.

This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

WITNESS the hands and seals of the parties hereto,

John R. Graham ..... Ralph B. Johansen, Guardian Estate of Johanne Johansen (Seller) (SEAL)

..... (SEAL)

H M Bachman ..... Derwood D. Kent (Buyer) (SEAL)

FILED 1957 MAR 2 AM 11:25

6 Petitioners Exhibit No. 2 ..... (SEAL)

12,049 Eq Johansen Examined 6 Edi 3 E Clemens

EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT FOR
JOHANNE JOHANSEN, Incompetent	:	ANNE ARUNDEL COUNTY
	:	NO. 12,047 EQUITY

:::::::

TESTIMONY ON BEHALF OF THE PETITIONER

April 26, 1957

Present:

Mr. Winson G. Gott, Solicitor for Petitioner

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Ralph B. Johansen, pages 2 - 5.

Henry M. Bachman, pages 6 - 8

Charles H. Sandrock, pages 9 - 10.

FILED

1957 JUN 12 AM 9:54

Ralph B. Johansen, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Gott)

1. State your name and address.

A. Ralph B. Johansen, 150 Beechwood Road, Newton Square, Pennsylvania.

2. Do you know Johanne Johansen?

A. I do.

3. What relation is she to you?

A. She is my mother.

4. Where is she now?

A. Embryville State Hospital, Embryville, Pennsylvania.

5. Has a guardian or committee been appointed to take care and take charge and manage her property?

A. Yes.

6. Who was appointed?

A. I was.

(CERTIFIED COPY OF DECREE DATED 6th day of March, 1953, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

7. Does the incompetent own any property in this county?

A. Yes, she does.

8. I show you a deed from ROSE LOUISE BACHMAN AND HENRY M. BACHMAN, her husband, TO JOHANNE JOHANSEN OF LOT 11, SECTION K, MANHATTAN BEACH, is that the property?

A. That is right.

(CERTIFIED COPY OF DEED DATED 21st day of OCTOBER, 1939, FROM ROSE LOUISE BACHMAN AND HENRY M. BACHMAN, her husband, TO JOHANNE JOHANSEN, FILED HEREWITH MARKED EXAMINER'S EX.2)

9. Is the property in her name alone?

A. Yes.

10. Is your father living?

A. No.

11. Is this property improved or unimproved?

A. Unimproved.

8

12. What is the general shape and condition of the lot as you know it?

A. The lot stretches approximately 400 feet from the road down to the waterfront of Magothy River. It has a level area approximately 15 to 20 feet from the road then it slopes down perhaps a 30 degree grade to a level area to about a 2 degree grade; the shore line is irregular, and it is wooded property.

13. In your opinion, would it be to the best advantage that this asset be now turned into cash and utilized for the benefit of your mother's support and maintenance?

A. Yes.

14. Is your mother's condition such that she could ever use the property herself?

A. No.

15. Is the property bringing in any revenue?

A. No.

16. Are you paying taxes every year?

A. Yes.

17. Is the money needed for her support?

A. Yes, definitely.

18. Has the property been offered for sale?

A. Yes.

19. Have you, as guardian, received any offers from any prospective purchaser?

A. I believe there were two of them.

20. Can you name any of the prospective purchasers?

A. Derwood D. Kent is one of them.

21. What was the price offered?

A. One Thousand Dollars ($1000.00).

22. Are there any other terms in the contract?

A. Yes, the fact that the prospective buyer would assume the cost of the title insurance.

23. As set forth in the contract of sale filed in this case?

A. That's right.

24. This was the highest offer received?

A. That is correct.

25. Do you believe that Mr. Kent's offer is a fair and reasonable price for the lot?

A. I do, after having had appraisals made of the property.

26. Do you think that a better price would be obtained by offering the property at public sale?

A. I do not.

27. Do you believe it would be better to sell the property now, rather than wait for a better offer?

A. Yes.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer....No.....

Signature....Ralph B. Johansen.....

Henry M. Bachman, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Gott)

1. State your name and address.

A. Henry M. Bachman, Severna Park, Maryland.

2. What is your occupation?.

A. Real estate broker.

3. Have you done any appraisal work?

A. Yes, I have.

4. How many years have you been doing appraisal work?

A. I've been doing it for a number of years under my father-in-law, Mr. Mellor, and a number of years by myself.

5. Are you familiar with the property in Magothy Beach?

A. Yes, I am.

6. Have you had occasion to look at Lot 11, Block, Section K of Magothy Beach?

A. Yes.

7. What is its condition?

A. The lot is 50 feet wide and approximately 400 feet deep, it runs down to Dividing Creek, a tributary of the Magothy; at that point the creek is shallow and not good for bathing, and you couldn't get a large boat in there at all. The lot is wooded and has a rather steep slope to the creek.

8. The property has no improvements?

A. No.

9. In your opinion, what is the value of the property in its present condition?

A. In my opinion, the property at this time is worth One Thousand Dollars ($1000.00).

10. Do you believe that this is more than could be obtained by selling the property at a public sale?

A. I think so, yes.

11. Do you think it would be best to sell the property now, rather than to wait for any future offers that might be

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made?

A. In my opinion, it would, if you have a ready and willing buyer it would be best to sell it.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer....No.....

Signature....Henry M. Bachman....

Charles H. Sandrock, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Gott)

1. State your name and address, and occupation, please.

A. Charles H. Sandrock, St. Margarets, Maryland; I'm secretary treasurer of H. M. Sandrock Company.

2. What is the business of H. M. Sandrock Company?

A. Realtor.

3. Have you done any appraisal work?

A. Yes.

4. Are you familiar with the real estate values in the Third Election District of Anne Arundel County, and particularly, the subdivision known as Magothy Beach?

A. Yes.

5. Have you had occasion to look at Lot 11, Section K of Magothy Beach?

A. On several occasions.

6. Describe the property briefly, please.

A. It's 50 feet wide running back to Dividing Creek, a distance of approximately 400 feet; unimproved, fairly heavily wooded.

7. Is the lot hilly or level?

A. It is wooded and has a steep slope to the creek.

8. In your opinion, what is the value of the property in its present condition?

A. We have had several offers but none higher than Eight Hundred Dollars ($800.00) prior to Mr. Kent's offer of One Thousand Dollars ($1000.00), and One Thousand Dollars ($1000.00) in our opinion is a fair price.

9. Do you believe this is more than could be obtained by selling the property at public sale?

A. Yes.

10. Do you think it would be to the best advantage of the incompetent to sell it now or wait for a higher offer?

A. It should be sold now, in my opinion.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer...No.....

Signature...E. H. Landreth.....

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There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in his behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff. That I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony, that the testimony was taken in one day.

Witness my hand and seal this 13th day of June, 1957.

Emanuel Klawans, (SEAL)
Examiner

E.K. $10.00

I.H. $8.00

LIBER 109 PAGE 546

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Notice to Creditors

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
EQUITY NO. 12,047

Notice is hereby given that the subscriber is selling certain property of Johanne Johansen at Manhattan Beach in Anne Arundel County, under proceedings in the Circuit Court for Anne Arundel County, Equity No. 12,047, entitled Ex Parte in the Matter of Johanne Johansen, Incompetent, and in accordance with the law in such cases provided, notice is hereby given to all persons having any claims against

JOHANNE JOHANSEN

to file their claim properly authenticated with the Clerk of Court on or before the

19th DAY OF NOVEMBER, 1957.

WINSON G. GOTT, Jr.,
Attorney for Ralph B. Johansen, Guardian of Johanne Johansen, an Incompetent.

S19

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 24, 1957

We hereby certify, that the annexed Notice to Creditors Eq. 12,047 Johanne Johansen was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 19th day of November, 1957. The first insertion being made the 20th day of August, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. T. Cylinman

FILED
No. E.C. 13648 1957 OCT 18 AM 9:48

18

LIBER 109 PAGE 547

EX PARTE : NO. 12,047 EQUITY

IN THE MATTER OF : IN THE CIRCUIT COURT FOR

JOHANNE JOHANSEN, Incompetent : ANNE ARUNDEL COUNTY

: : : : : : : : :

DECREE OF COURT

This cause, standing ready for hearing, testimony having been taken and the proceedings read and considered by this Court, and it appearing that a sale of the property mentioned in these proceedings would be for the best interest of Johanne Johansen, Incompetent, it is hereby ADJUDGED, ORDERED and DECREED this 18th day of October, 1957, by the Circuit Court for Anne Arundel County, sitting in Equity, that Ralph B. Johansen, Guardian of the Estate of Johanne Johansen, be and he is hereby authorized to sell the real estate mentioned in these proceedings and described in the Petition and Contract of Sale, and that the Contract of Sale dated the 19th day of November, 1956, by and between Ralph B. Johansen, Guardian of the Estate of Johanne Johansen and Derwood Kent, be and the same is hereby ratified and confirmed; that the said Ralph B. Johansen, Guardian, shall file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, in the penalty of One Thousand Dollars ($1,000.00), conditioned upon the faithful performance of his duties as such Guardian; and that the said Ralph B. Johansen, Guardian as aforesaid, shall then, upon receiving the purchase price, convey unto the said Derwood D. Kent all the right, title, interest and estate of Johanne Johansen, Incompetent, in the said real estate mentioned in these proceedings in accordance with the terms and conditions of said Contract of Sale, and after receiving the same, said Guardian shall bring into this Court the money arising from said sale to be administered under the direction of this Court.

Benjamin Michaelson
Judge

FILED

1957 OCT 18 PM 12:31

LIBER 109 PAGE 548

[TRUSTEE'S BOND]

The Jeffersonian Print, Towson, Md.

No. 12,047 Equity

LIBER 9 PAGE 206

Know All Men by These Presents:

That we, RALPH B. JOHANSEN, 150 Beechwood Road, Newton Square, Pennsylvania, as Principal and THE EMPLOYERS' FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Massachusetts, Boston, Mass., as Surety are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand & No/100 ($1,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 12th day of December in the year nineteen hundred and fifty-seven.

WHEREAS, by decree of the Circuit Court for ~~Baltimore~~ Anne Arundel County, sitting in Equity, passed in a cause in said court on the _____ day of _____ nineteen hundred and _____ between Ex Parte In The Matter of Johanne Johansen, Incompetent complainants, and _____ respondents, the above bound _____ ha_s been appointed Trustee____ to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

Now The Conditions Of This Obligation Are Such

That if the above bounden RALPH B. JOHANSEN _____ do and shall well and truly and faithfully perform the trust reposed in him by aforesaid decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Howard M. Whiteley

Doris E. Siffrin

Doris E. Siffrin (As to Surety)

Ralph B. Johansen [SEAL]

Ralph B. Johansen

_____ [SEAL]

THE EMPLOYERS' FIRE INSURANCE COMPANY [SEAL]

By: E. J. Blakely, Jr., Attorney-in-Fact [SEAL]

_____ [SEAL]

Bond approved this 3 day of January, 1958.
George H. Cromwell, Clerk

FILED

1958 JAN -3 AM 11:28

20

LIBER 109 PAGE 549

In the Case of

Ex Parte,
In the Matter of
~~Vs~~
Johanne Johansen,
Incompetent

In the

Circuit Court

For

Anne Arundel County

No. 12,047 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 15, 1958

All of which is respectfully submitted.

Laura K. Tickling
Auditor.

Dr. Ex Parte, In the Matter of Johanne Johansen, Incompetent in ac.

Trustee's Commissions Waived.			
To Trustee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10	00	
Clerk of Court - Court costs	35	25	
Emanuel Klawans - Examiner's fee	10	00	
Irene Hazel - stenographer's fee	8	00	
Auditor - stating this account	13	50	76 75
To Trustee for Expenses, viz:			
Capital-Gazette Press - notice to creditors	8	00	
Capital-Gazette Press - order nisi (acct)	6	00	
The Employers' Fire Ins. Co. - bond premium	10	00	
Clerk of Court - certified copy of deed	2	25	
The H. M. Sandrock Co. - broker's commission	100	00	
Clerk of Court of Common Pleas, Delaware Co., Pa. - certified copy of Decree, etc.	2	00	128 25
To Ralph B. Johansen, Guardian of Joanne Johansen - this balance	900	00	900 00
			1,105 00

with Ralph B. Johansen, Trustee

				Cr.
1958				
May	15	Proceeds of Sale (Contract dated 11/19/56)	1,000 00	1,000 00
		Expenses of these proceedings, agreed to be paid by purchaser	105 00	105 00
				1,105 00

LIBER 109 PAGE 552

ORDER NISI

Ex Parte,

In the Matter of

~~VERSUS~~

Johanne Johansen,

Incompetent

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,047 Equity.

ORDERED, This 17th day of May, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of June, next.

[illegible]

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of June, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

[illegible]

FILED

1958 JUN 24 PM 3:31

LIBER 109 PAGE 553 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1958

We hereby certify, that the annexed Order Nisi Eq. 12,047 Auditor Account Johanne Johansen Incompetent

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of June, 1958. The first insertion being made the 22nd day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 2390 1958 JUN 11 AM 9:36

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,047 Equity

Ex Parte, In the Matter of
JOHANNE JOHANSEN
Incompetent

Ordered, this 17th day of May, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Ju-5

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
FRANCIS X. GEPPI and	*	ANNE ARUNDEL COUNTY
SHIRLEY A. GEPPI, his wife	*	No. 12,491 Equity

* * * * * * *

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr., Lee Bldg., Annapolis
Attorney for Plaintiff

FILED
1958 JAN 15 PM 1:39

60120

City-County Form.

LIBER 1054 PAGE 560

LIBER 109 PAGE 555

PETITIONER'S EXHIBIT "A"

This Mortgage,

Made this 15th day of August, in the year one thousand, nine hundred and fifty-six - - - -, between FRANCIS X. GEPPI and SHIRLEY A. GEPPI, his wife, - of Anne Arundel County - - - - - - - - - - - - -, in the State of Maryland, Mortgagors, and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of FIFTY-TWO HUNDRED FIFTY - - - - - - - - - - - - -($5,250.00) - Dollars, being part of the purchase money for the property hereinafter described.

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment on or before the first day of each month from date hereof;

(A) of the sum of FIFTY-TWO DOLLARS AND FIFTY CENTS ($52.50) XXXXX being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of SIX DOLLARS AND FIFTY CENTS ($6.50) XXXXX being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do - grant, convey and assign unto the said Mortgagee, its successors and assigns, all that - lot of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEGINNING for the same at a point in Lot No. 19, as shown on Map No. 2 of Outing Park (now known as Green Haven) on the western side of West Shore Road, said place of beginning being distant ninety-four and twenty-six one-hundredths feet northerly from the southeast corner of Lot No. 19 and running thence southerly and binding on said West Shore Road a distance of sixty-two and sixty-eight one-hundredths feet thence westerly and at right angles to the said West Shore Road to the waters of Stoney Creek thence northerly along the shore of Stoney Creek to a line parallel to and distant sixty-two and sixty-eight one-hundredths feet from the line secondly described thence easterly along said parallel line to the west side of said West Shore Road the said

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1958 JAN 15 PM 1:39

Petitioner's Exhibit "A"

2

plot of land being a part of Lot No. 19, as shown on said Map No. 2 of Outing Park, recorded among the Plat Records of Anne Arundel County originally in Plat Book G. W. No. 1, folio 102, new reference Cabinet 2, Rod C-2, Plat 102, and contained between two parallel lines running at right angles to the said West Shore Road and distant sixty-two and sixty-eight one-hundredths feet apart. Situate on the northwest side of West Shore Road.

BEING the same lot of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by CURTIS R. KRENZER and HELEN KRENZER, his wife, to FRANCIS X. GEPPI and SHIRLEY A. GEPPI, his wife, the within Mortgagors.

A late charge shall be paid by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty days of the date on which it is due amounting to four per centum of said payment.

IT IS UNDERSTOOD AND AGRFED, That the principal of this Mortgage may be prepaid in whole or in part at any time, provided that a prepayment charge shall be paid by the Mortgagors amounting to six months' interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount of this Mortgage.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~for all the rest and residue of the term of years yet to come and unexpired therein with the benefit of renewal forever subject to the payment of the yearly rental of $ payable in equal semi-annual instalments on the days of and in each and every year~~ forever in fee simple.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their - part to be made and done, then this mortgage shall be void.

And the said Mortgagor s, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their - heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s, their - heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor s, their - heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do - hereby (1) declare their - assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor s do - hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of TWO HUNDRED ($200.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor s, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagors covenant that they - - will warrant specially the property hereby conveyed, and that they - - will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

George A. Heinfield
GEORGE A. HEINFIELD

Francis X. Geppi (SEAL)
FRANCIS X. GEPPI

Shirley A. Geppi (SEAL)
SHIRLEY A. GEPPI

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of August, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared FRANCIS X. GEPPI and SHIRLEY A. GEPPI, his wife, - the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared E. Taylor Boden, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is Agent of said Mortgagee, duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal.

GEORGE A. HEINFIELD NOTARY PUBLIC BALTIMORE CITY

George A. Heinfield
Notary Public.

My commission expires May 6th - - , 1957. GEORGE A. HEINFIELD

Rec'd for record Aug 20 1956, at 10.36 A M.
Mailed to The Security Title Guarantee Corp. of Balto.

K

MORTGAGE

FROM

FRANCIS X. GEPPI and
SHIRLEY A. GEPPI, his wife

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

N.W.S. Westshore Road

BLOCK NO. ____

Received for Record ____ 19__
at ____ o'clock ____ same day recorded in
Liber ____ No. ____ Folio ____ etc.,
one of the ____ Records of ____ and examined per ____ Clerk.
Cost of Record, $ ____

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1956 AUG 20 AM 10:36
& RECORDED IN LIBER G.T.C. NO. 1054 FOLIO 560
GEO. T. CROMWELL CLERK

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

The Daily Record Company, Baltimore, Md.

FILE No. 32758
WRITTEN BY ____
FORM APPROVED 8-20-56
READY FOR RECORD ____

LIBER 109 PAGE 559

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
FRANCIS X. GEPPI and	*	ANNE ARUNDEL COUNTY
SHIRLEY A. GEPPI, his wife	*	12,491 Equity

* * * * * * *

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 28th day of ~~January~~ FEBRUARY, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Francis X. Geppi and Shirley A. Geppi, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Francis X. Geppi and Shirley A. Geppi, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, AFFIANT

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

Thomas E. Kelly Jr.
Notary Public

FILED
1958 MAR -6 PM 2:27

6

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
FRANCIS X. GEPPI and	*	ANNE ARUNDEL COUNTY
SHIRLEY A. GEPPI, his wife	*	12,491 Equity

* * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Francis X. Geppi and Shirley A. Geppi, his wife to Fraternity Federal Savings and Loan Association, dated August 15, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1054, folio 560.

February 21, 1958

Francis X. Geppi, et al
Box 424 West Shore Road
Greenhaven
Passadena, Maryland

Original Amount of Loan	$5,250.00
Interest	492.46
Taxes	53.64
Fire Insurance	25.30
	$5,821.40
Less Amount of Payments	889.49
Balance due	$4,931.91

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: William G. Riggs
WILLIAM G. RIGGS, Secretary

William C. Rogers, Attorney
Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 21st day of February, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association, and William C. Rogers, Attorney Named in Mortgage, and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

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1958 MAR -6 PM 2:27

Thomas E. Kelly, Jr.
THOMAS E. KELLY, JR. Notary Public

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Mortgagee and Attorney's Bond.

LIBER 109 PAGE 561

US 1-369

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

LIBER 9 PAGE 243

No. 12,491

Know All Men by These Presents:

That we William C. Rogers

113 E. Baltimore Street, Baltimore 2, Maryland - - as Principal

and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ----------

-----FIFTY-FIVE HUNDRED ($5500.00)----------Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 3rd

day of March in the year nineteen hundred and fifty-eight.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Francis X. Geppi and Shirley A. Geppi, his wife, to Fraternity Federal Savings and Loan Association, a body corporate,

bearing date the 15th day of August nineteen hundred and fifty-six,

and recorded among the Land Records of Anne Arundel County, in Liber GTC

No. 1054, Folio 560, and

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden

William C. Rogers

do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

William C. Rogers (Seal)

(Seal)

(Seal)

Attest: Herbert T. Moore

G. Lee Burgess, Assistant Secretary.

UNITED STATES CASUALTY COMPANY,

By: E. Eierman, Vice President.

Bond approved this 6th day of March, 1958

George T. Bromwell, Clerk

FILED

1958 MAR -6 PM 2:27

8

No. 12,491 Equity.

ROBERT H. CAMPBELL - LIBER 109 PAGE 562 - - - - - - Auctioneer

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Property

AT GREEN HAVEN, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Francis X. Geppi and Shirley A. Geppi, his wife, to Fraternity Federal Savings and Loan Association, dated August 15, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1054, folio 560, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

SATURDAY, MARCH 8th, 1958

AT 11:00 A.M.

All that lot of ground situate on the northwest side of West Shore Road, Green Haven (formerly known as Outing Park) described as follows: Beginning for the same at a point in Lot No. 19, as shown on Map No. 2 of Outing Park (now known as Green Haven) on the western side of West Shore Road, said place of beginning being distant ninety-four and twenty-six one-hundredths feet northerly from the southeast corner of Lot No. 19 and running thence southerly and binding on said West Shore Road a distance of sixty-two and sixty-eight one-hundredths feet thence westerly and at right angles to the said West Shore Road to the waters of Stoney Creek thence northerly along the shores of Stoney Creek to a line parallel to and distant sixty-two and sixty-eight one-hundreths feet from the line secondly described thence easterly along said parallel line to the west side of said West Shore Road, the said plot of land being a part of Lot No. 19, as shown on said Map No. 2 of Outing Park, recorded among the Plat Records of Anne Arundel County originally in Plat Book G.W. No. 1, folio 102, new reference Cabinet 2, Rod C-2, Plat 102, and contained between two parallel lines running at right angles to the said West Shore Road and distant sixty-two and sixty-eight one-hundredths feet apart. Being the same lot which by deed dated August 15, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. No. 1054, folio 557, was granted and conveyed by Curtis R. Krenzer and wife to said Mortgagors. Subject to the legal operation and effect of a pole agreement between Maryland Title Guarantee Company and Annapolis and Chesapeake Bay Power Company, dated April 5, 1929 and recorded in Liber F.S.R. No. 52, folio 293 and subject also to the legal operation and effect of the restrictions contained in a deed from John K. Sague and wife to Louis Kennel and wife, dated March 28, 1917 and recorded in Liber G.W. No. 137, folio 396.

IMPROVEMENTS: This property is improved by a one-story frame dwelling, with hot-air oil heat.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland

FILED

1958 MAR 15 AM 10 20

LIBER 109 PAGE 563

No. 12,491 Equity

I hereby certify that I have this 8th day of March, 1958, sold the within described property to Fraternity Federal Savings and Loan Association at and for the sum of Four Thousand, Four Hundred Dollars ($4,400.00) it being at that figure the highest bidder therefor, and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Fraternity Federal Savings and Loan Association has on this 8th day of March, 1958, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Four Thousand, Four Hundred Dollars ($4,400.00) and hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

By

FILED

1958 MAR 13 AM 10:20

10

WINSON G. GOTT, JR. Attorney
Lee Building
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

AT GREEN HAVEN, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Francis X. Geppi and Shirley A. Geppi, his wife, to Fraternity Federal Savings and Loan Association, dated August 15, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1054, folio 560, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Sat., March 8, 1958 at 11:00 A.M.

All that lot of ground situate on the northwest side of West Shore Road, Green Haven (formerly known as Outing Park) described as follows: Beginning for the same at a point in Lot No. 19, as shown on Map No. 2 of Outing Park (now known as Green Haven) on the western side of West Shore Road, said place of beginning being distant ninety-four and twenty-six one-hundreds feet northerly from the southeast corner of Lot No. 19 and running thence southerly and binding on said West Shore Road a distance of sixty-two and sixty-eight one-hundredths feet thence westerly and at right angles to the said West Shore Road to the waters of Stoney Creek thence northerly along the shore of Stoney Creek to a line parallel to and distant sixty-two and sixty-eight one-hundredths feet from the line secondly described thence easterly along said parallel line to the west side of said West Shore Road, the said plot of land being a part of Lot No. 19, as shown on said Map No. 2 of Outing Park, recorded among the Plat Records of Anne Arundel County originally in Plat Book G.W. No. 11, folio 102, new reference Cabinet 2, Rod C-2, Plat 102, and contained between two parallel lines running at right angles to the said West Shore Road and distant sixty-two and sixty-eight one-hundredths feet apart. Being the same lot which by deed dated August 15, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. No. 1054, folio 557, was granted and conveyed by Curtis R. Krenzer and wife to said Mortgagors. Subject to the legal operation and effect of a sole agreement between Maryland Title Guarantee Company and Annapolis and Chesapeake Bay Power Company, dated April , 1929 and recorded in Liber F.S.R. No. 52, folio 293 and subject also to the legal operation and effect of the restrictions contained in a deed from John K. Sague and wife to Louis Kennel and wife, dated March 28, 1917 and recorded in Liber G.W. No. 137, folio 396.

IMPROVEMENTS: This property is improved by a one-story frame dwelling, with hot-air oil heat.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County. 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL,
Auctioneer

M-6

LIBER 109 PAGE 564

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
FRANCIS X. GEPPI and	*	ANNE ARUNDEL COUNTY
SHIRLEY A. GEPPI, his wife	*	No. 12,491 Equity

* * * * * * *

REPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as Lot No. 19 - Green Haven Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for morethan three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, March 8, 1958, at 11:00 A.M. attend at the Court House Door, and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto Fraternity Federal Savings and Loan Association, a body corporate, at and for the price of $4,400.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 11th day of March, 1958, before me, a subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Thomas E. Kelly, Jr.
Notary Public

FILED

1958 MAR 13 AM 10:20

LIBER 109 PAGE 565

ORDER NISI

WILLIAM C. ROGERS, Attorney
Named in Mortgage

versus

FRANCIS X. GEPPI and
SHIRLEY A. GEPPI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,491 Equity

Ordered, this 13 day of March, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by William C. Rogers, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of April next.

The report states that the amount of sale was $ 4,400.00

FILED 1958 MAR 13 AM 10:20

George T. Tomarchio Clerk.

True Copy.

TEST: Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney
Named in Mortgage

versus

FRANCIS X. GEPPI and
SHIRLEY A. GEPPI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of April, 19 58, that the sale made and reported by the Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED

1958 APR 22 PM 12:24

12

WINSON G. GOTT, JR. Attorney
Lee Building
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

AT GREEN HAVEN, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Francis X. Geppi and Shirley A. Geppi, his wife, to Fraternity Federal Savings and Loan Association, dated August 15, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1054, folio 560, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Sat., March 8, 1958 at 11:00 A.M.

All that lot of ground situate on the northwest side of West Shore Road, Green Haven (formerly known as Outing Park) described as follows: Beginning for the same at a point in Lot No. 19, as shown on Map No. 2 of Outing Park (now known as Green Haven) on the western side of West Shore Road, said place of beginning being distant ninety-four and twenty-six one-hundreds feet northerly from the southeast corner of Lot No. 19 and running thence southerly and binding on said West Shore Road a distance of sixty-two and sixty-eight one-hundredths feet thence westerly and at right angles to the said West Shore Road to the waters of Stoney Creek thence northerly along the shore of Stoney Creek to a line parallel to and distant sixty-two and sixty-eight one-hundredths feet from the line secondly described thence easterly along said parallel line to the west side of said West Shore Road, the said plot of land being a part of Lot No. 19, as shown on said Map No. 2 of Outing Park, recorded among the Plat Records of Anne Arundel County originally in Plat Book G.W. No. 11, folio 102, new reference Cabinet 2, Rod C-2, Plat 102, and contained between two parallel lines running at right angles to the said West Shore Road and distant sixty-two and sixty-eight one-hundredths feet apart. Being the same lot which by deed dated August 15, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. No. 1054, folio 557, was granted and conveyed by Curtis R. Krenzer and wife to said Mortgagors. Subject to the legal operation and effect of a pole agreement between Maryland Title Guarantee Company and Annapolis and Chesapeake Bay Power Company, dated April 5, 1929 and recorded in Liber F.S.R. No. 52, folio 293 and subject also to the legal operation and effect of the restrictions contained in a deed from John K. Sague and wife to Louis Kennel and wife, dated March 28, 1917, and recorded in Liber G.W. No. 137, folio 396.

IMPROVEMENTS: This property is improved by a one-story frame dwelling, with hot-air oil heat.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County. 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL,
Auctioneer

M-6

LIBER 109 PAGE 566 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1958

We hereby certify, that the annexed

Attorney's Sale

Francis X. Geppi

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of March, 1958. The first insertion being made the 13th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Leighsman

Filed 20 Mar., 1958, at 10:15 a.m.

13

LIBER 109 PAGE 567

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

William C. Rogers,
Attorney Named in Mortgage
Versus
Francis X. Geppi and
Shirley A. Geppi, his wife

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,491 Equity

Ordered, this 13 day of March, 1958. That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Attorney in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 day of April next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of April next.

The report states that the amount of sale was $4,400.00.

GEORGE T. CROMWELL, Clerk.
True Copy, Test:
GEORGE T. CROMWELL, Clerk
A-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,491

Francis X. Geppi

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of April, 1958. The first insertion being made the 20th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. C. 1-4-19

1958 APR 14 AM 10:16

14

LIBER 109 PAGE 568

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Francis X. Geppi
and
Shirley A. Geppi, his wife

In the
Circuit Court
For
Anne Arundel County
No. 12,491 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that She has examined the proceedings in the above entitled cause, and from them She has stated the within account.

May 12, 1958

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

FILED

1958 MAY 19 PM 12:33

Dr. William C. Rogers, Attorney named in Mortgage vs. Francis X. Geppi and Shirley A. Geppi, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	163	01	363	01
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	65	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	14	86		
U. S. Casualty Co. - bond premium	22	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Thomas E. Kelly, Jr. - notary fees	1	50	157	31
To Attorney for Taxes, viz: 1958 State and County taxes adjusted - 2 months 8 days	10	14	10	14
To Fraternity Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	3,851	84	3,851	84
			4,433	80
Amount of mortgage claim filed	4,931	91		
Cr. Amount allowed above	3,851	84		
Balance subject to decree in personam	1,080	07		

16

with

William C. Rogers, Attorney named in Mortgage

Cr.

1958						
Mar.	8	Proceeds of Sale	4,400	00		
		Interest on deferred payment of $3,900.00 - 1 month 22 days	33	80	4,433	80
					4,433	80

ORDER NISI LIBER 109 PAGE 571

William C. Rogers,
Attorney named in Mortgage

VERSUS

Francis X. Geppi
and
Shirley A. Geppi, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,491 Equity.

FILED
1958 MAY 19 PM 12:33

ORDERED, This 19th day of May, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of June, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William L. Evans
Judge

FILED
1958 JUN 24 PM 3:29

18

LIBER 109 PAGE 572 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,491

Auditor account

Francis X. Geppi

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of June, 1958. The first insertion being made the 22nd day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 2391 1958 JUN 11 AM 9:37 By H. Tilghman

19

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,491 Equity

WILLIAM C. ROGERS,
Attorney named in Mortgage
versus
FRANCIS X. GEPPI and
SHIRLEY A. GEPPI, his wife

Ordered, this 19th day of May, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of June next.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
Ju-5

LIBER 109 PAGE 573

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
LEONARD RUDERMAN AND CLAUDIA RUDERMAN, his wife	:	(In Equity) No. 12,532

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Leonard Ruderman and Claudia Ruderman, his wife to Baltimore Federal Savings and Loan Association, dated August 2th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1055 folio 155.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 FEB -8 AM 9:24

City and County Form.

LIBER 1055 PAGE 155 LIBER 109 PAGE 574

No. 12,532 Equity

This Mortgage,

Made this 20th day of August, in the year one thousand, nine hundred and fifty-six, between LEONARD RUDERMAN and CLAUDIA RUDERMAN, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHTY-SIX HUNDRED and 00/100ths ($8600.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per-cent (6%) per annum in the manner following:

By the payment of SIXTY-ONE and 62/100ths ($61.62) Dollars, commencing on the first day of October, 1956, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 11, Block D, as shown on a Plat entitled "Second Revised Plat, Bodkin Plains", dated February, 1953 by James D. Hicks, Surveyor, and recorded among the plat records of Anne Arundel County on July 1, 1954 in Plat Book 25, folio 12.

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Conduit, Inc., unto the within named Mortgagors.

FILED

1958 FEB -8 AM 9:24

"Plaintiff's Exhibit 'A'"

2

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety and 00/100ths ($90.00) Dollars payable half-yearly on the 9th days of February and August in each and every year

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary. and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $100.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Charles E. Williams

Charles E. Williams

Leonard Ruderman (SEAL)
LEONARD RUDERMAN

(SEAL)

Claudia Ruderman (SEAL)
CLAUDIA RUDERMAN

(SEAL)

5

LIBER 109 PAGE 577

LIBER 1055 PAGE 158

STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 20th day of August, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~city~~ County aforesaid, personally appeared LEONARD RUDERMAN and CLAUDIA RUDERMAN, his wife and they

acknowledged the aforegoing mortgage to be their act. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Charles E. Williams

Charles E. Williams, Notary Public.

Rec'd for record Aug 21 1956, at 12.31 PM.
Mailed to Callahan + Calwell

160-7542

2 F

MORTGAGE

FROM

LEONARD RUDERMAN and

CLAUDIA RUDERMAN, his wife

TO

BALTIMORE FEDERAL SAVINGS

AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 195

at o'clock Same day recorded in

Liber No. Folio etc.,

one of the Land Records of

and examined per

, Clerk

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1956 AUG 21 PM 12 31 & RECORDED IN LIBER GTC NO. 1055 FOLIO 155 GEO. T. GROMWELL, CLERK

Cost of Record, $ 7.00

CALLAHAN AND CALWELL
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STS.
BALTIMORE 2, MD.

FORM 105 10-55

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

LEONARD RUDERMAN AND
CLAUDIA RUDERMAN, his wife

PLAINTIFF'S EXHIBIT "A"

LIBER 109 PAGE 578

No. 12,532
Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of February, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Leonard Ruderman and Claudia Ruderman, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1958 FEB -8 AM 9:24

6

LIBER 109 PAGE 579

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

VS.

LEONARD RUDERMAN AND CLAUDIA RUDERMAN, HIS WIFE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,532 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association**

under the mortgage from **Leonard Ruderman and Claudia Ruderman, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **20th** day of **August** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1055** Folio **155** .

Amount of Mortgage	$8600.00
Less - amount paid on principal	134.70
	8465.30
Plus - interest to 3/12/58	228.57
	8693.87
Less - balance in expense account	9.90
	8683.97

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **6th** day of **March** in the year nineteen hundred and **fifty-eight** before me, the subscriber **a Notary Public of the State of Maryland, in and for the City** of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association**

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial seal.

FILED

1958 MAR 11 AM 10:27 Clara M. Link

Clara M. Link
Notary Public

7

Attorney's Bond. 1-369

LIBER 109 PAGE 580

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

262349
LIBER 9 PAGE 243

60 JOHN STREET
NEW YORK, N.Y.

No. 12,532 Equity

Know All Men by These Presents:

That we Walter S. Calwell of Baltimore Federal Building, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHT THOUSAND, SEVEN HUNDRED AND 00/100 ($8,700.00) - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 6th - day of March - - - - - - - in the year nineteen hundred and fifty-eight.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Leonard Ruderman and Claudia Ruderman, his wife to the Baltimore Federal Savings & Loan Association bearing date the 20th day of August nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1055, Folio 155, and

Lot #11 Block "D" Bodkins Plains
Anne Arundel County Md.

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Kruk

Witness as to Surety:
M.S. Kraus
M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

FILED
1958 MAR 11 AM 10:27

Bond Approved this
11th day of March 1958.
George T. Cromwell, Clerk

8

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Leonard Ruderman and Claudia Ruderman, his wife, to Baltimore Federal Savings and Loan Association, dated August 20th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1055 folio 155 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., March 12, 1958 at 3:30 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Hilda Avenue near Mountain Road, Pasadena Section, described as follows:

Being known and designated as Lot No. 11 in Block D, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

TOGETHER with the buildings thereupon, and all rights, alleys ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer M-

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
LEONARD RUDERMAN AND CLAUDIA RUDERMAN, HIS WIFE	:	(In Equity)

12,532 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 20th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1055 folio 155 from said Leonard Ruderman and Claudia Ruderman, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 12th day of March, 1958 at 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known as Lot No. 11 in Block D, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforesaid Mortgage and the attached advertisement of sale.

FILED
1958 MAR 18 AM 9:22

9

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, by adjusted to day of sale.

The property was sold to The Bedford Holding Company, subject to the payment of an annual ground rent of $90.00, at and for the sum of Seventy-two Hundred ($7200.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of March, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

10

LIBER 109 PAGE 583

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

Leonard Ruderman and
Claudia Ruderman, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,532 Equity

Ordered, this 18 day of March, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of April next.

The report states that the amount of sale ~~was~~ is $ 7,200.00

FILED 1958 MAR 18 AM 9:22

George T. Tompkins Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

Leonard Ruderman and
Claudia Ruderman, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of April, 19 58, that the sale made and reported by the ~~Trustees~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED

1958 APR 22 PM 12:23

11

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Build
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Leonard Ruderman and Claudia Ruderman, his wife, to Baltimore Federal Savings and Loan Association, dated August 20th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1055 folio 155 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., March 12, 1958

at 3:30 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Hilda Avenue near Mountain Road, Pasadena Section, described as follows:

Being known and designated as Lot No. 11 in Block D, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

TOGETHER with the buildings thereupon, and all rights, alleys ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer

M-6

12,53 32

LIBER 109 PAGE 584 OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1958

We hereby certify, that the annexed

Attorney's Sale.

Leonard Ruderman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of March, 1958. The first insertion being made the 13th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 20 Mar., 1958, at 10:15 a.m.

LIBER 109 PAGE 585

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,532 Equity
WALTER S. CALWELL,
Attorney Named In Mortgage
versus
LEONARD RUDERMAN and CLAUDIA RUDERMAN, his wife

Ordered, this 18th day of March, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named In Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of April next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of April next.

The report states that the amount of sale was $7,200.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-10.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,532

Leonard Ruderman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of April, 1958. The first insertion being made the 20th day of March, 1958

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.C. 1438

1958 APR 12 AM 11:09

13

LIBER 109 PAGE 586

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Leonard Ruderman
and
Claudia Ruderman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,532 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 16, 1958

All of which is respectfully submitted.

Laura K. Jakelunas
Auditor.

FILED

1958 MAY 20 AM 11:18

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Leonard Ruderman and Claudia Ruderman, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	247	48	347	48
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	34	80		
E. T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	4	13		
One half State documentary stamps	4	12		
Clara M. Link - notary fees	1	25	127	06
To Attorney for Ground Rent, viz: Semi-annual ground rent of $45.00 due 8/9/58 - 1 month 3 days	8	25	8	25
To Baltimore Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	6,816	88	6,816	88
			7,351	17
Amount of mortgage claim filed	8,683	97		
Cr. Amount allowed above	6,816	88		
Balance subject to decree in personam	1,867	09		

15

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1958				
Mar.	12	Proceeds of Sale	7,200 00	
		Interest on deferred payment to 4/23/58	49 20	7,249 20
		Refund 1958 State and County taxes- 9 months 18 days	101 97	101 97
				7,351 17

16

LIBER 109 PAGE 589

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Leonard Ruderman

and

Claudia Ruderman, his wife

FILED
1958 MAY 20 AM 11:18

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,532 Equity.

ORDERED, This 20 day of May, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23 day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23 day of June next.

George F. Cromwell, Jr. Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of June, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans, Judge.

FILED
1958 JUN 24 PM 3:31

17

LIBER 109 PAGE 590 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,532

Auditor account.

Leonard Ruderman et ux

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of June, 1958. The first insertion being made the 22nd day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,532 Equity

WALTER S. CALWELL,
Attorney named in Mortgage
versus
LEONARD RUDERMAN and CLAUDIA RUDERMAN, his wife

Ordered, this 20th day of May, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of June next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Ju-5

FILED

No. M. G. 2396 1958 JUN 10 PM 12:39

18

LIBER 109 PAGE 591

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DONALD E. SEWELL AND SYLVIA C. SEWELL, his wife	:	(In Equity) No. 12,533

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Donald E. Sewell and Sylvia C. Sewell, his wife to Baltimore Federal Savings and Loan Association, dated April 22nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114 folio 36.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 FEB -8 AM 9:24

City and County Form.

LIBER 109 PAGE 592

LIBER 1114 PAGE 36

No. 12,533 Equity

This Mortgage,

Made this 22nd day of April, in the year one thousand, nine hundred and fifty-seven, between DONALD E. SEWELL and SYLVIA C. SEWELL, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED AND NINETY-FIVE ($8,995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six percent (6%) per annum in the manner following:

By the payment of Sixty-four and 45/100ths ($64.45) Dollars, commencing on the first day of June, 19 57, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(x) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 13, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Wilco Holding Company to the herein named Mortgagors.

FILED

1958 FEB -8 AM 9:24

"Plaintiff's Exhibit 'A'"

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot (x) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety Dollars ($90.00), payable half-yearly on the twenty-ninth days of May and November in each and every year.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary. and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for h__self, his heirs, personal representativ__nd assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of pr__ and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Seventy-five - Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice-President.

WITNESS:

Donald E. Sewell (SEAL)
Donald E. Sewell

(SEAL)

Sylvia C. Sewell (SEAL)
Sylvia C. Sewell

(SEAL)

John R. Holland
JOHN R. HOLLAND, JR.

LIBER 109 PAGE 595

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: LIBER 1114 PAGE 39

On this 22nd day of April, 1957, before me, a Notary Public of said State, personally appeared Donald E. Sewell and Sylvia C. Sewell, his wife,

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, ~~xxxxx~~ ~~duly authorized Vice President of said corporation, by signing the name of the corporation by himself as Vice President~~. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

JOHN R. HOLLAND, JR.

Notary Public

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Apr 23 1957 at 11.44 A.M.
Mailed to Callahan & Calwell

MORTGAGE

FROM

DONALD E. SEWELL and SYLVIA C. SEWELL, his wife

160-7669 TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 19 at o'clock M. Same day recorded in Liber No. Folio 98 one of the Land Records of , Clerk

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 APR 23 AM 11 44 & RECORDED IN LIBER GTC No. 1114 FOLIO 98 GEO. I. CROMWELL, CLERK

Cost of Record, $ 5.00

CALLAHAN AND CALWELL
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MD.

FORM 105 9-56

43621

GSP

LIBER 109 PAGE 596

No. 12,533
Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of February, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Donald E. Sewell and Sylvia C. Sewell, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1958 FEB -8 AM 9:24

WALTER S. CALWELL, LIBER 109 PAGE 597

Attorney Named in Mortgage

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

DONALD E. SEWELL AND

SYLVIA C. SEWELL, HIS WIFE

No. 12,533 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association**

under the mortgage from **Donald E. Sewell and Sylvia C. Sewell, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **22nd** day of **April** 19**57** and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1114** Folio **36** .

Amount of Mortgage	$8995.00
Less - amount paid on principal	98.25
	8896.75
Plus - interest to 3/12/58	240.21
	9136.96
Less - balance in expense account	95.16
	9041.80

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **6th** day of **March** in the year nineteen hundred and **fifty-eight** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Eugene K. Reilly, Vice President of BaltimoreFederal Savings and Loan Association**

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a full and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial seal.

FILED

1958 MAR 11 AM 10:27

Clara M. Link

Clara M. Link Notary Public

1

Mortgagee and Attorney's Bond. 1-369

LIBER 109 PAGE 598 262350

NEW AMSTERDAM CASUALTY COMPANY

LIBER 9 PAGE 249

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

No. 12,533 Equity

Know All Men by These Presents:

That we Walter S. Calwell of Baltimore Federal Building, Baltimore, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND, ONE HUNDRED AND 00/100 ($9,100.00) - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 6th - - - - - - - - - - - - - - - - - - day of March - - - - - - in the year nineteen hundred and fifty-eight

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Donald E. Sewell and Sylvia O. Sewell, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 22nd day of April nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1114, Folio 36, and

Lot #13 Block "A" Bodkins Plains Anne Arundel Co. Md.

is about to sell the land and premises described in said Mortgage/default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Frick

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

Witness as to Surety:
M.S. Kraus
M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols
R.H.Nichols Attorney-in-Fact

FILED
1958 MAR 11 AM 10:27

Bond Approved this 11th day of March 1958
George T. Cromwell, Clerk

WALTER S. CALWELL, Attorney Named in Mortgage LIBER 109 PAGE 599 IN THE CIRCUIT COURT

VS. : FOR

: ANNE ARUNDEL COUNTY

DONALD E. SEWELL AND SYLVIA C. SEWELL, HIS WIFE : (In Equity)

12,533 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated April 22nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114 folio 36 from said Donald E. Sewell and Sylvia C. Sewell, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 12th day of March, 1958 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known as Lot No. 13 in Block A as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage and the attached advertisement of sale.

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Donald E. Sewell and Sylvia C. Sewell, his wife, to Baltimore Federal Savings and Loan Association, dated April 22nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114 folio 36 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., March 12, 1958 at 3:00 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Lockwood Road near Mountain Road, Pasadena Section, and described as follows:

Being known and designated as Lot No. 13 in Block A as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

TOGETHER with the buildings thereupon, and all rights, alleys ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer M-

FILED

1958 MAR 18 AM 9:22

19

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

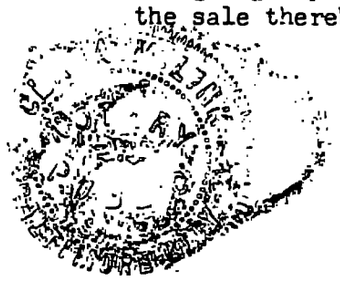
The property was sold to The Bedford Holding Company, subject to the payment of an annual ground rent of Ninety ($90.00) Dollars, at and for the sum of Seventy-six Hundred ($7600.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of March, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



Clara M. Link

Clara M. Link, Notary Public

ORDER NISI

LIBER 109 PAGE 601

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

DONALD E. SEWELL and
SYLVIA C. SEWELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,533 Equity

Ordered, this 18 day of March, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of April next.

The report states that the amount of sales was $ 7,600.00

FILED 1958 MAR 18 AM 9:22

George T. Crommett Clerk.

True Copy.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

DONALD E. SEWELL and
SYLVIA C. SEWELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of April, 1958 that the sale made and reported by the Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED

1958 APR 22 PM 12:25

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Donald E. Sewell and Sylvia C. Sewell, his wife, to Baltimore Federal Savings and Loan Association, dated April 22nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114 folio 36 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., March 12, 1958 at 3:00 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Lockwood Road near Mountain Road, Pasadena Section, and described as follows:

Being known and designated as Lot No. 13 in Block A as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

TOGETHER with the buildings thereupon, and all rights, alleys ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and carport.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer M-5

LIBER 109 PAGE 602 OFFIC OF 12,533

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1958

We hereby certify, that the annexed

Attorney's Sale

Donald E. Sewell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of March, 1958. The first insertion being made the 13th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghmans

Filed 20 Mar, 1958, at 10:15 a.m.

LIBER 109 PAGE 603 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,533 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
DONALD E. SEWELL and
SYLVIA C. SEWELL, his wife

Ordered, this 18th day of March, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of April next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of April next.

The report states that the amount of sale was $7,600.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

A-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,533.

Donald E. Sewell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of April, 1958. The first insertion being made the 20th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 1437

Filed 15 Apr., 1958, at 11 A. M.

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Donald E. Sewell
and
Sylvia C. Sewell, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,533 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that She has examined the proceedings in the above entitled cause, and from them she has stated the within account.

May 16, 1958

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

FILED

1958 MAY 20 AM 10:46

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Donald E. Sewell and Sylvia C. Sewell, his wife in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	259	56	334	56
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	42	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	36	40		
E. T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Clara M. Link - notary fees	1	25	127	97
To Attorney for Ground Rent, viz: Semi-annual ground rent of $45.00 due 5/29/58 - 3 months 13 days	27	00	27	00
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,212	87	7,212	87
			7,753	90
Amount of mortgage claim filed	9,041	80		
Cr. Amount allowed above	7,212	87		
Balance subject to decree in personam	1,828	93		

with Walter S. Calwell, Attorney named in Mortgage Cr.

1958							
Mar.	12	Proceeds of Sale	7,600	00			
		Interest on deferred payment to 4/23/58	51	93		7,651	93
		Refund 1958 State and County taxes 9 months 18 days	101	97		101	97
						7,753	90

LIBER 109 PAGE 607

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Donald E. Sewell
and
Sylvia C. Sewell, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,533 Equity.

1958 MAY 20 AM 10:46

FILED

ORDERED, This 20 day of May, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23 day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23 day of June next.

George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of June, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

[illegible]

FILED
1958 JUN 24 PM 3:28

LIBER 109 PAGE 608 OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,533 Equity

WALTER S. CALWELL,
Attorney named in Mortgage
versus
DONALD E. SEWELL and SYLVIA C. SEWELL, his wife

Ordered, this 20th day of May, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of June next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Ju-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 11, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,533
Auditor account

Donald E. Sewell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of June, 1958. The first insertion being made the 22nd day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 23955 1958 JUN 12 PM 1:47 By H. Tilghman

12