LIBER 110 PAGE 1

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.		
	:	ANNE ARUNDEL COUNTY
ALBERT REID MYERS AND MARIE MARGARET MYERS, his wife	:	(In Equity) No. 12,534. Equity

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 Albert Reid Myers and Marie Margaret Myers, 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 169.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 FEB -8 AM 9:24

City and County Form.

LIBER 110 PAGE 2

LIBER 1055 PAGE 169

No. 12,534 Equity

This Mortgage,

Made this 20th day of August, in the year one thousand, nine hundred and fifty-six, between ALBERT REID MYERS and MARIE MARGARET MYERS, 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 (6%) per cent 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. 14 in Block C 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 whichwas granted and assigned by CONDUIT, INC., to the within 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(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 Nine 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

Albert Reid Myers (SEAL)
Albert Reid Myers

.....(SEAL)

Marie Margaret Myers (SEAL)
Marie Margaret Myers

.....(SEAL)

STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 20th day of August, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~city~~ County aforesaid, personally appeared Albert Reid Myers and Marie Margaret Myers, 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 1951, at 12.32 P.M.
Mailed to Callahan & Calwell

2 160-1

MORTGAGE

FROM

ALBERT REID MYERS and

MARIE MARGARET MYERS, his wife

TO

BALTIMORE FEDERAL SAVINGS

AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 1956

at ..... o'clock ..... M. Same day recorded in

Liber ..... No. ..... Folio ..... etc.,

one of the Land Records of ..... and examined per

..... Clerk

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1956 AUG 21 PM 2:32 & RECORDED IN LIBER GTC NO. 1055 FOLIO 169 GEO. T. GROMWELL CLERK

Cost of Record, $ 9.00

CALLAHAN AND CALWELL
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STS.
BALTIMORE 2, MD.

FORM 105 10-55

Application No. 41912
Written by pet
Approved by ..... Examiner
Ready for Record

No. 12,534
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 Albert Reid Myers and Marie Margaret Myers, 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, Attorney

Named in Mortgage

LIBER 110 PAGE 7 IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

ALBERT REID MYERS AND

MARIE MARGARET MYERS, HIS WIFE

No. 12,334 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association**

under the mortgage from **Albert Reid Myers and Marie Margaret Myers, 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 **169** .

Amount of Mortgage	$8600.00
Less - amount paid on principal	249.46
	8350.54
Plus - interest to 3/12/58	225.48
	8576.02
Less - balance in expense account	24.11
	8551.91

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 10:26

Clara M. Link

Clara M. Link Notary Public

7

~~Mortgage~~ Attorney's Bond.

1-369

LIBER 110 PAGE 8

262348

LIBER 9 PAGE 247

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

No. 12,534 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, SIX HUNDRED AND 00/100 ($8,600.00) - - - - - - - - - - - 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 Albert Reid Myers and Marie Margaret Myers, 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.G.

No. 1055, Folio 169, and

Lot #14 Block "C" 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

do 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, herwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Frick

~~Witness~~ Witness as to Surety:

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: 26

Bond Approved this
11th day of March 1958
George T. Cromwell, Clerk

LIBER 110 PAGE 9

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 Mortgage from Albert Reid Myers and Marie Margaret Myers, 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 169 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., March 12, 1958
at 3:15 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Dunn Road near Mountain Road, Pasadena Section, described as follows:

Being known and designated as Lot No. 14 in Block C, 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 anyy, 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

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ALBERT REID MYERS AND MARIE MARGARET MYERS, HIS WIFE	:	(In Equity)

12,534 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 169 from said Albert Reid Myers and Marie Margaret Myers, 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 3.15 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. 14 in Block C, 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.

FILED

1958 MAR 18 AM 9:22

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 $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

LIBER 110 PAGE 12

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

ALBERT REID MYERS and
MARIE MARGARET MYERS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,534 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 ~~Trustee~~,

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~~ was $ 7,200.00

FILED 1958 MAR 18 AM 9:22

George T. Crommell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

ALBERT REID MYERS and
MARIE MARGARET MYERS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of April Finally, 1958, that the sale made and reported by the ~~Trustee~~ Attorney 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~~ Attorney 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 12:24

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 Mortgage from Albert Reid Myers and Marie Margaret Myers, 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 169 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., March 12, 1958
at 3:15 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Dunn Road near Mountain Road, Pasadena Section, described as follows:

Being known and designated as Lot No. 14 in Block C, 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 anyy, 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

LIBER 110 PAGE 13 OFFIC OF

/2

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

Albert Reid Myers

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 N. Tilghman

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

LIBER 110 PAGE 14

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. 12,534 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
ALBERT REID MYERS and MARIE MARGARET MYERS, 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 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

No. M. G. 1436

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,534

Albert Reid Myers

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

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Albert Reid Myers
and
Marie Margaret Myers, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,534 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. Dickling
Auditor.

FILED

1958 MAY 20 AM 11:25

15

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Albert Reid in ac.
Myers and Marie Margaret Myers, his wife

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 Amsterdan Casualty Co. -bond premium	34	40		
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	126	66
To Attorney for Ground Rent, viz: Semi-annual ground rent of $45.00 due 8/9/58 - 1 month 8 days	8	25	8	25
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,817	28	6,817	28
			7,351	17
Amount of mortgage claim filed	8,551	91		
Cr. Amount allowed above	6,817	28		
Balance subject to decree in personam	1,734	63		

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

D

ORDER NISI

LIBER 110 PAGE 18

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Albert Reid Myers

and

Marie Margaret Myers, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,534 Equity.

1958 MAY 20 AM 11:25 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William J. Evans

Judge

FILED

1958 JUN 24 PM 3:29

19

LIBER 110 PAGE 19

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. 12,534 Equity

WALTER S. CALWELL,
Attorney named in Mortgage
versus
ALBERT REID MYERS and MARIE MARGARET MYERS, 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 10, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,534
Auditor account

Albert Reid Myers

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
1958 JUN 11 AM 9:37

By N. Tilghman

No. M. G. 2324

19

LIBER 110 PAGE 20

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	*	ANNE ARUNDEL COUNTY
JOSEPH E. GLOVER	*	NO. 12,243 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage

FILED

1957 JUL 23 PM 12:30

12,243 Equity

LIBER 821 PAGE 42

LIBER 110 PAGE 21

This Mortgage, Made this 16th day of **March** , 19 **54**,

by and between **Joseph E. Glover** -

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

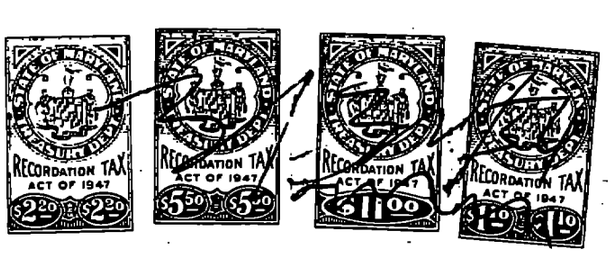
WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of **-180-** shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ **18,000.00** which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th **ose** lot**s** of ground, situate, lying and being in **Hillsmere, Second Election District of Anne Arundel County, State of Maryland; and described as follows:**

BEING known and designated as Lot No. THIRTY-TWO, in Block A; and Lot No. ~~THIRTY-FIVE (35) in Block B~~, as shown on Plat 1 of Section II of Hillsmere, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G -4, Plat 12.

BEING ALSO the same two lots of ground which the said Joseph E. Glover acquired from Hillsmere Estates, Inc. by deed dated April 23, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 751, folio 478.

SEE ALSO Agreement dated January 29, 1953, between Joseph E. Glover and Rosalie D. Glover, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 751, folio 474.



2

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

LIBER 110 PAGE 23

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 90.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 90.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and 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; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in Accordance with Article No. 66 of the Code of the Public General Laws of Maryland.

AND the said MORTGAGORS 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, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its 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, fees, 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, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 18,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred. W. Kuethe

Joseph E. Glover (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

4

5

LIBER 110 PAGE 24

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

LIBER 821 PAGE 45

I HEREBY CERTIFY, That on this 26th day of **March**, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared **Joseph E. Glover** and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared **Joseph D. Groh** the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

FRED. W. KUETHE NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Fred. W. Kuethe

Notary Public.

Recorded-31st-March-1954-at-9:00-A.M.

3131

Mortgage

FROM

JOSEPH E. GLOVER

TO THE

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION Of Anne Arundel County.

MORTGAGE ACCOUNT NO.....

Received for Record 31 day of March 1954 at 9 A.M. and the same duly recorded in Liber J.H.H. No. 821, Folio 42, Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd (Clerk)

Pd. 4.50

LAW OFFICE

JOHN DEMYAN, JR.

GLEN BURNIE, MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19 .

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

..... By.....

Secretary. President.

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOSEPH E. GLOVER	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
xxx	*	NO. 12,243 EQUITY

Military Affidavit

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY That, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared John Demyan, Jr., Attorney named in the Mortgage ----------

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

John Demyan, Jr.
Affiant

Subscribed and sworn to before me this 19 day of August, 1957.

Amelia H. Tubman
Notary Public

FILED
1957 AUG 20 AM 10:37

6

IN THE MATTER OF THE * IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF * FOR
JOSEPH E. GLOVER * ANNE ARUNDEL COUNTY
* NO. 12,243 EQUITY

****

STATEMENT OF CLAIM

****

ADVANCED TO MORTGAGE LOAN		$ 18,000.00
Interest from the 28th day of February, 1957 to the 31st day of August, 1957	$ 213.00	
Late fines from the 31st day of March, 1957 to the 31st day of August, 1957	71.00	284.00
		$ 18,284.00
LESS: Dues paid to date		10,922.30
		$ 7,361.70

GLEN BURNIE SAVINGS & LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, a body corporate

BY Fred. W. Kuethe
Fred. W. Kuethe - Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 24th day of July, 1957; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

MICHAEL DEMYAN NOTARY PUBLIC ANNE ARUNDEL CO.

FILED
1957 AUG 20 AM 10:37

Michael Demyan
Michael Demyan
Notary Public

7

Judicial 13—Maryland—Mortgagee's or Attorney's Bond

LIBER 9 PAGE 126

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

LIBER 110 PAGE 27

STATE OF MARYLAND

No. 12,243 Equity

In the matter of the Mortgaged Real Estate of Joseph E. Glover - Equity No. 12243

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr.,

16 Crain Highway, S. W., Glen Burnie, 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 19th day of August , in the year of our Lord, nineteen hundred and fifty-seven.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Joseph E. Glover to Glen Burnie Savings and Loan Association bearing date the 26th day of March , 1956 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 821 Folio 42 ~~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 Demyan, Jr.

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

Fred.W.Kuethe

John Demyan, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara, Attorney in fact

Bond approved this 20th day of August 1957

George T. Cromwell, Clerk

FILED

1957 AUG 20 AM 10:37

8

=9,12,243

LIBER 110 PAGE 28

Certificate

THIS IS TO CERTIFY, that I have this 20th day of August, in the year 1957, sold the property described by said advertisement in the Second Election District of Anne Arundel County and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 751, folio 478, at and for the sum of Seventy Nine Hundred ($7,900.00)---------- Dollars, to The J.F.Johnson Lumber Company, a body corporate------ thereby and there being the highest bidder for said property. Intending to sell only Lot No.32,Block A,Plat 1, Sec.2 of Hillsmere;recorded in Plat Cab.4,Rod G4,Plat 12.

George W. Scible - Auctioneer

I HEREBY CERTIFY, that I have this 20th day of August, in the year 1957, purchased from John Demyan, Jr., Attorney named in Mortgage, the property situated in the Second Election District of Anne Arundel County, and described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 751, folio 478, Lot 32,Block A,Plat 1,Sec.2, of Hillsmere at and for the sum of Seventy Nine Hundred ($7,900.00)----- Dollars, and do -- hereby agree to comply with the terms of sale.

The J.F.Johnson Lumber Company, a body corporate

C. Carroll Lee

C.Carroll Lee, Vice President

Purchaser

FILED

1957 AUG 20 PM 2:35

9

LIBER 110 PAGE 29

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	*	ANNE ARUNDEL COUNTY
JOSEPH E. GLOVER	*	NO. 12,243 EQUITY

****

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Joseph E. Glover, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated March 26, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 821, folio 42; the said John Demyan, 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 described at public auction, at the Court House Door, Church Circle entrance, City of Annapolis, State of Maryland; Tuesday, August 20th, 1957 at 11 o'clock A.M., and then and there sold the said property to ----------The J.F.Johnson Lumber Company, a body corporate---------- at and for the sum of Seventy Nine Hundred ($7,900.00)---------- Dollars, being at that figure the highest bidder therefore, said property being the following:

All that lot of ground, situate, lying and being in Hillsmere, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. THIRTY-TWO (32) in Block A, as shown on Plat 1 of Section 2 of Hillsmere, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-4, Plat 12.

BEING ALSO one of the lots of ground which the said Joseph E. Glover acquired from Hillsmere Estates, Inc. by Deed dated April 23, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 751, folio 478.

SEE ALSO Agreement dated January 29, 1953, between Joseph E. Glover and

FILED
1957 AUG 20 PM 2:36

10

Rosalie D. Glover, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 751, folio 474.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said 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 at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 20th day of August, 1957, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared John Demyan, 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.

WITNESS my hand and Notarial Seal.

Clarence C. Burnell

Notary Public

CLARENCE C. BURNELL NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

11

ORDER NISI

LIBER 110 PAGE 31

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
xxxxxxxx
JOSEPH E. GLOVER

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,243 Equity

Ordered, this 20 day of August, 1957, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage, xxxxxxx

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23 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 23 day of September next.

The report states that the amount of sale ~~xxxxx~~ was $ 7,900.00.

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

Filed 20 Aug., 1957, at 2:36 P.M.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
xxxxxxxx
JOSEPH E. GLOVER

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of March, 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 MAR 26 PM 3:27

12

LIBER 110 PAGE 32

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDELL COUNTY
No. 12243 Equity

In the matter of the
mortgaged real estate of
Joseph E. Glover

Ordered, this 20 day of August, 1957, that the sale of the property in these Proceedings mentioned made and reported by John Demgan, Jr., Attorney named in the Mortgage be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23 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 23 day of September next.

The report states that the amount of sale was $7,300.00.

GEORGE T. CROMWELL,
Clerk.

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

8-12

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 17, 1957

We hereby certify, that the annexed

Order Nisi Sale

Eq 12243

Joseph E. Glover

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 23rd day of September, 1957. The first insertion being made the 22nd day of August, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By W. T. Tilghman

FILED

SEP 18 AM 9 47

No. E.C. 13584

13

In the Case of

In the Matter of the
Mortgaged Real Estate
of
vs.
Joseph E. Glover

In the

Circuit Court

For

Anne Arundel County

No. 12,243 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 14, 1958

All of which is respectfully submitted.

Laura K. Ecklund
Auditor.

FILED

1958 MAY 15 PM 12:23

14

Dr. In the Matter of the Mortgaged Real Estate of Joseph E. Glover in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	268	11	318	11
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	30	50		
Auditor - stating this account	13	50	64	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Barrett Printing Co. - handbills	16	83		
U.S. Fidelity & Guaranty Co.-bond premium	40	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Amelia H. Tubman - notary fees	1	00		
Clemence C. Burwell - notary fee		50	151	13
To Attorney for Taxes, viz: 1957 State and County taxes ($119.57) adjusted - 7 months 20 days	76	32	76	32
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	7,327	44	7,327	44
			7,937	00
Amount of mortgage claim filed	7,361	70		
Cr. Amount allowed above	7,327	44		
Balance subject to decree in personam	34	26		

15

with

John Demyan, Jr., Attorney named in Mortgage

Cr.

1957				
Aug.	20	Proceeds of Sale	7,900 00	
		Interest on deferred payment of $7,400.00 for one month (Order of 3/17/58)	37 00	7,937 00
				7,937 00

16

19 19 19 and Account over ate f the Mortgaged County COURT Docket

FILED 1958 MAY 15 PM 12:23

ORDER NISI LIBER 110 PAGE 36

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Joseph E. Glover

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,243 Equity.

ORDERED, This 15th 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

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. otherwise

[illegible]
Judge

FILED
1958 JUN 24 PM 3:30

Judge

17

LIBER 110 PAGE 37

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. 12,243 Equity

In The Matter of the Mortgaged Real Estate of
JOSEPH E. GLOVER

Ordered, this 15th 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 oext. 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 10, 1958

We hereby certify, that the annexed Order Nisi Eq. 12,243 Auditor account.

Joseph E. Glover

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.

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No. M.G. 2377 1958 JUN 11 AM 9:38 By H. Tilghman

18

PETITION FOR FORECLOSURE

LIBER 110 PAGE 38

AETNA LIFE INSURANCE COMPANY, a body corporate of the State of Connecticut,
HARTFORD, CONNECTICUT

VS.

HARRY H. MEISEL
SOUTH RIVER MANOR
RIVA, ANNE ARUNDEL COUNTY, MARYLAND

IN THE

CIRCUIT COURT

FOR
~~OF~~

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
No 12040 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 23rd day of June A. D. 1954 the defendant executed and delivered to Aetna Life Insurance Company a mortgage upon certain fee simple property in ~~the City of Baltimore~~ Anne Arundel County, State of Maryland, therein described, to secure the payment of the mortgage debt of $ 12,350.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That Joan E. Meisel, the wife of Harry H. Meisel, who also executed said mortgage, died in July, 1956.

Said mortgage is now in default.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

[signature]

Attorney for Plaintiff

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No. 13,040 Equity

LIBER 110 PAGE 39

Application No. 120,609

LIBER 842 PAGE 133

THIS MORTGAGE, made this 23 day of June in the year of our Lord one thousand nine hundred and fifty-four, by and between HARRY H. MEISEL and JOAN E. MEISEL, his wife, of Anne Arundel County, in the State of Maryland, - - - - - - - - - (hereinafter called "Mortgagor"), and ÆTNA LIFE INSURANCE COMPANY, a corporation created and existing under the laws of the State of Connecticut, and having its principal office in the City of Hartford, Connecticut, (hereinafter called "Mortgagee");

WHEREAS said Mortgagor is justly indebted to the Mortgagee in the sum of TWELVE THOUSAND THREE HUNDRED FIFTY - Dollars ($ 12,350.00) for money this day loaned and advanced to the Mortgagor (to be used and applied as part of the purchase price for the hereinafter described property) which said principal sum and interest thereon at the rate of five percentum per annum, the said Mortgagor hereby covenants and agrees to repay unto the Mortgagee in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment at the Home Office of the Mortgagee in Hartford, Connecticut, or such other place as the Mortgagee may from time to time designate in writing, as follows:

In installments, including principal and interest, as follows, to wit: The first installment being for the sum of Ninety-Seven and 68/100 - - - - - - - - - - - - - - - - Dollars ($ 97.68), payable on the 1 day of August, 1954, and the next installment being for the sum of Ninety-seven Dollars and Sixty-eight Cents ($97.68) each, payable on the 1st day of September 1954, and the remaining installments for Ninety-seven Dollars and Sixty-eight Cents ($97.68) each, payable on the 1st day of each month thereafter until the 1 day of July, 1969, when the entire balance remaining of said indebtedness shall become due and payable, together with interest as aforesaid, plus one-twelfth of the annual taxes, water rents, insurance premiums, and other charges and assessments on or before the 1st day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid.

; all installments of principal and interest by agreement of the parties bearing interest after maturity at the rate of six percentum per annum.

AND WHEREAS it was a condition precedent to the granting of the aforesaid loan that it be secured by the execution of these presents (and a mortgage note of even date herewith and payable as aforesaid).

NOW THIS MORTGAGE WITNESSETH: That in consideration of said indebtedness, and to secure the re-payment thereof on the terms herein stated, and further to secure the performance of all the covenants, agreements and conditions hereinafter set forth, and of One Dollar ($1.00), the receipt whereof the Mortgagor does hereby acknowledge, said Mortgagor does hereby grant, convey, assign, bargain and sell unto the Mortgagee, its successors and assigns all that lot and parcel of ground lying and situate in Anne Arundel County in the State of Maryland, more particularly described as follows, that is to say:

BEGINNING for the same at an iron pipe hereset at the intersection of the Northwesternmost side of the 16 foot Road described among the Land Records of Anne Arundel County in Liber F.A.M. No. 142, folio 125, produced Southwesterly with the Southwest side of a 10 foot Right-of-Way now laid out. The Northeasternmost line of the said 10 foot Right-of-Way is identical to the Southwesternmost line of the 15 foot Right-of-Way described in a Deed from Billings to Hodges dated August 30, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 143, folio 202, thence from the point of intersection so fixed and running with said Southwesternmost side of said 10 foot Right-of-Way and parallel to said 15 foot Right-of-Way as now corrected for magnetic declination South 37 degrees 22 minutes East 154.50 feet to an iron pipe hereset on the Northwesternmost side of a 20 foot Road shown on a Plat filed with a Deed to Elizabeth W. Bossford dated August 5, 1935 recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 142, folio 123, thence along said side of said 20 foot Road South 52 degrees 38 minutes West 106 feet to a Terra Cotta Monument hereafound marking the division line between lots 2 and 3 as shown on said Plat thence with part of said division line as now corrected for magnetic declination North 37 degrees 22 minutes West 154.50 feet to an iron pipe hereset thence leaving said division line and running North 52 degrees 38 minutes East 106 feet to the place of beginning. Containing 16,377 square feet, more or less, according to a survey and Plat made by James D. Hicks, County Surveyor, in May, 1950.

Together with the use in common of the 10 foot Right-of-Way mentioned above.

Being all and the same property described in a Deed from Thelma W. Billings and husband to Harry H. Meisel and Joan E. Meisel, his wife, dated November 28, 1953 and recorded as aforesaid in Liber J.H.H. No. 799, folio 299.

1957 JUN 27 AM 10:47

including all buildings and improvements thereon, together with all elevators, all gas, steam, electric or other heating, lighting, plumbing, ventilating, sprinkling, irrigating, water and power systems, appliances, fixtures and apparatus; all storm and screen windows and doors, and all other fixtures; and also all ways, streets, alleys, passages, watercourses, rights, privileges and appurtenances thereunto appertaining, and the reversions and remainders and the rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns , in fee simple, forever.

The Mortgagor covenants with Mortgagee that he is lawfully seized of said premises in fee simple and has good right to convey the same.

PROVIDED ALWAYS, and these presents are on the condition that if Mortgagor shall pay said debt and interest when and as the same shall mature, whether in course or under any covenant hereinafter contained, and shall fully keep, perform and comply with all covenants and stipulations herein contained, then this mortgage shall be void.

The Mortgagor further covenants and agrees with Mortgagee as follows:

1. Mortgagor will pay the indebtedness as hereinbefore provided. Any remittance by check or draft shall be made subject to the condition that such check or draft may be handled for collection in accordance with the practice of the collecting bank or banks, and any receipt issued therefor shall be ineffective unless the amount due is actually received by Mortgagee.

2. Mortgagor will keep the buildings on the premises insured against loss by fire and other hazards, as from time to time requested by Mortgagee, in companies and amounts in each company acceptable to Mortgagee, and with Mortgagee Clause approved by Mortgagee, and will deliver all original insurance policies to the Mortgagee. On failure to so furnish such insurance, Mortgagee may obtain such insurance, and all premiums paid by Mortgagee shall be promptly repaid by Mortgagor and shall be secured by this mortgage. The Mortgagee is authorized, at its option, to collect, adjust and compromise any loss under any such policies and to apply the net proceeds, at its option, either as a credit on the mortgage debt or to restoring improvements or, at its option, to deliver the same to the owner of said mortgaged premises.

3. Mortgagor will pay, when due, all taxes, assessments, water rates and insurance premiums imposed upon said mortgaged premises, or upon Mortgagee's interest therein, or upon this mortgage or the debt or other sums hereby secured; will furnish annually to Mortgagee prior to the date when they would become delinquent, certificates or receipts of the proper officers showing the full payment thereof; and in default of such payment Mortgagee may pay the same, and in such event Mortgagor shall within ten days re-pay Mortgagee all sums so paid, with interest at 6% per annum from the date of such payment; and this mortgage shall secure equally with the other indebtedness all payments so made.

4. Mortgagor will pay to Mortgagee within ten days all sums, including costs, expenses and reasonable agent's and attorney's fees, which it may expend or become obligated for in any proceeding to establish or sustain the lien of this mortgage, or its priority; or in defending against any liens, claims, estates, easements or restrictions of any persons asserting priority to this mortgage; or for an abstract and extension of abstract of title to said premises; and in connection with any suit to enforce or foreclose this mortgage, or to recover any sums hereby secured, to pay all costs, expenses and attorney's fees, together with interest on all such sums at 6% per annum from the date same were paid; and this mortgage shall stand as security for the payment of the same on equal terms with principal debt.

5. The improvements on said premises shall be maintained in good repair, and no waste shall be committed and no building on the premises removed or demolished without Mortgagee's consent, and no act committed or suffered which may impair the value of said property.

6. If default is made in payment when due of all or any part of said debt, or interest thereon, or of any other sums hereby secured; or if any mechanics or other liens that might be prior to the lien of this mortgage be created or rest upon any part of said premises for ten days without being released and discharged; or upon the rendering by any court of a decision that the undertaking hereinbefore contained to pay all taxes and assessments upon said premises, or upon Mortgagee's interest therein, or upon this mortgage, or upon any other sums hereby secured, is legally inoperative under the statutes existing or which may hereafter be enacted; or upon default in the performance of any condition or covenant of this mortgage, then and in any such case the whole principal sum secured by this mortgage, with all interest thereon, and all other amounts which it may secure, shall, at Mortgagee's option, become immediately due and payable, and Mortgagee may collect the same by suit at law and a foreclosure of or other proceeding upon this mortgage, or by any other proper legal or equitable procedure, without declaration of said option and without notice.

7. The granting of any extension or extensions of time of payment of said note, either to the maker or to any other person, or taking of other additional security for payment thereof, or waiver of or failure to exercise any right to mature the whole debt, under any stipulation herein contained, shall not in any wise affect this mortgage or the rights of the Mortgagee hereunder, or operate as a release from any personal liability upon said note, or under any covenant or stipulation herein contained.

8. Until default be made in any covenant or condition of this mortgage, Mortgagor may have possession of the property upon paying in the meantime all taxes and assessments, ground rents, public dues and charges levied or assessed thereon, and on the mortgage debt and interest as herein provided. Upon maturity of said debt or other sums hereby secured, whether in course or otherwise, Mortgagee shall have the right to forthwith enter upon the mortgaged premises and take possession thereof, or to appoint an agent or trustee for the collection of the rents, issues and profits thereof, and the net income, after allowance of a reasonable fee for collection thereof and management charges, may be applied toward payment of taxes, insurance premiums and other maintenance charges, or in reduction of said debt or other sums hereby secured, as Mortgagee may elect, and the rents, issues and profits of all and every part of said premises are hereby specifically pledged to the payment of all indebtedness and all sums hereby secured.

LIBER 110 PAGE 41

LIBER 842 PAGE 135

9. If at any time in the opinion of Mortgagee a receivership may be necessary to protect the lien of this mortgage against said premises, or the rents, issues and profits thereof, the Mortgagee shall, regardless of the value of the premises as security for said indebtedness, or of the solvency or insolvency of any party obligated therefor, have the right to the appointment, on ex-parte application, and with or without notice, by any proper court having jurisdiction, of a receiver to collect the rents, issues and profits of said premises, and payment of the expenses of such receivership and management to apply the same toward payment of taxes, insurance premiums and other charges against the property, or in reduction of said indebtedness. Such receivership shall, at Mortgagee's option, continue until full payment of all sums hereby secured, or until title to said premises shall have passed on sale or foreclosure under any provision thereof.

10. Mortgagor hereby further agrees that in the event of the passage after the date of this mortgage of any law of the State of Maryland deducting from the value of land for the purposes of taxation any lien thereon, or modifying or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for State or local purposes, so as to affect the interest of the Mortgagee, the whole of the principal sum secured by this mortgage, with interest accrued thereon, shall, at Mortgagee's option, without notice, become immediately due and payable.

11. The several rights, powers, options and remedies contained herein shall be construed and deemed as cumulative, and no one or more of them as exclusive of the others, or of any rights or remedies now or hereafter given or allowed by law.

12. AND upon default in any of the terms of this mortgage the 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 law of the State of Maryland relating to mortgages, does hereby assent to the passage of a decree by any court having jurisdiction in the city or county where the mortgaged property or the greater portion thereof lies, for the sale of the mortgaged property; or upon such default this mortgage may be foreclosed and said property sold by the Mortgagee or by John W. Steffey, its attorney. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property may be sold as a whole, and it shall not be the duty of the seller to sell the same in parts or in lots, but the seller 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 city or county in which said property or some portion thereof is situate; and the terms of sale may be all cash upon ratification of the sale, or such other terms as the seller may deem expedient.

AND it is agreed that 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 if without contest, but if legal services be rendered to the Mortgagee or to the trustee appointed by said decree or seller 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 hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor.

AND all such expenses and costs and half of such commissions shall be paid by the said Mortgagor, in the event that the mortgage debt shall be paid after any advertisement of said property, but before the sale thereof.

AND the said Mortgagor covenants to warrant specially the said property and to execute such further assurances thereof as may be requisite.

If more than one person joins in the execution of this mortgage, and if any party of the feminine sex, the relative words herein shall be read as if written in the plural, or in the feminine gender, as the case may be, and the words "Mortgagor" and "Mortgagee" where used herein shall be construed to include every and each of their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the said Mortgagors have hereunto set their hands and seals the day and year first above mentioned.

WITNESS; as to the Mortgagors:

Harry G. Bayley

HARRY G. BAYLEY

MY COMMISSION EXPIRES MAY 2, 1956

Harry H. Meisel (Seal)

Harry H. Meisel

Joan E. Meisel (Seal)

Joan E. Meisel

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LIBER 110 PAGE 42

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

LIBER 842 PAGE 136

I hereby certify that on this 23 day of June, in the year one thousand nine hundred and fifty-four before me the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore, personally appeared HARRY H. MEISEL and JOAN E. MEISEL his wife, the within named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Yvonne C. Kuehl Agent 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 she is the agent of the mortgagee duly authorized to make this affidavit.

In Testimony Whereof, I have affixed my official seal the day and year aforesaid.

Harry G. Bayley
Notary Public

HARRY G. BAYLEY

MY COMMISSION EXPIRES MAY 2, 1955

Recorded- 25 June, 1954, at 9 A.M.

MORTGAGE

from

HARRY H. MEISEL

AND

JOAN E. MEISEL, HIS WIFE

to

ÆTNA LIFE INSURANCE COMPANY

Received for Record 25 June 1954

at 9 o'clock A M. Same day

recorded in Liber G.L.B. No. 842

Folio 133 &c., one of the Land

Records of A.A.Co

and examined per

JOHN H. HOPKINS, 3rd Clerk

Cost of Record $12

(3161-B)

Application No. 120,609
Written By: JBB:mq

LIBER 110 PAGE 43 No. 12,040 Equity.

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

AETNA LIFE INSURANCE COMPANY

vs.

HARRY H. MEISEL

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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 CATHERINE L. HOURSH

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.

Catherine L. Hoursh
Affiant.

Subscribed and sworn to before me this 26th day of February 1957

Charles B. Lentz
Notary Public

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1957 FEB 27 AM 10:43

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LIBER 110 PAGE 44

STATEMENT OF MORTGA CLAIM

No. 12,040 Equity

AETNA LIFE INSURANCE COMPANY

vs.

HARRY H. MEISEL

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Aetna Life Insurance Company under Mortgage from HARRY H. MEISEL and JOAN E. MEISEL, his wife, to Aetna Life Insurance Company, dated June 23, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 842 folio 133 e.t.c., said Joan E. Meisel having died in July, 1956;

Amount of principal due	$11,032.02
Interest due from October 1, 1956 to March 1, 1957, inclusive,	231.36
	$ 11,263.38
Less credit in expense account	163.11
Balance due as of March 1,1957.	$ 11,100.27

Daily accrual of interest on principal is $1.5322

CHAS. H. STEFFEY, INC., Agent for
AETNA LIFE INSURANCE COMPANY

By Catherine L. Hoursh
Catherine L. Hoursh
Assistant-Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 20th day of February in the year nineteen hundred and Fifty-seven, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Catherine L. Hoursh, Assistant-Secretary of Chas. H. Steffey, Inc., Agent for Aetna Life Insurance Company 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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As witness my hand and Notarial Seal.

Charles B. Lentz
Notary Public.

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No. 12,040 Equity

LIBER 110 PAGE 45

DECREE FOR SALE OF MORTGAGE PREMISES

AETNA LIFE INSURANCE COMPANY

vs.

HARRY H. MEISEL

IN THE

CIRCUIT COURT

FOR

~~CITY~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

TERM, 19

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 27 day of February, in the year nineteen hundred and fifty seven, by the Circuit Court for Anne Arundel County ~~of Baltimore City~~, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Marvin Anderson be and he is hereby appointed Trustee to make said sale, and that the course and manner of these 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 ~~One~~ TWELVE Thousand 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 City of Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which **shall be a deposit of $700 in cash, or certified check, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to date of settlement; expenses including taxes and public charges to be adjusted to date of sale, and as soon as may be convenient after any such sale or sales, the said Trustee shall** 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 Mortgagor and those claiming 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 mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

~~In the event that said property is sold to someone other than Aetna Life Insurance Company, then the penalty of said bond shall be increased to a sum sufficient to cover the purchase price.~~

Benjamin Michaelson
Judge

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LIBER 110 PAGE 46

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AETNA LIFE INSURANCE COMPANY	*	NO. 12,040 EQUITY
	*	IN THE
VS.	*	CIRCUIT COURT
	*	FOR
HARRY H. MEISEL	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson, of Annapolis, Anne Arundel County, Maryland, as principal 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 Twelve thousand ($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, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of March, in the year of our Lord one thousand nine hundred and fifty-seven.

WHEREAS, the above bounden Marvin I. Anderson was appointed Trustee by virtue of a Decree of the Circuit Court of Anne Arundel County, dated February 27, 1957, to make sale of the property mentioned in the proceedings in the case of Aetna Life Insurance Company vs. Harry H. Meisel, known as No. 12,040 Equity now pending in said Court.

NOW, THE CONDITIONED OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson 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

Bond approved this 12th day of March 1957.
George T. Cromwell, Clerk

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LIBER 110 PAGE 47

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and remain in full force and virtue in law.

Marvin I. Anderson (SEAL)

Signed, Sealed and
delivered in the presence
of

NATIONAL SURETY CORPORATION
By:

Myrtle Sturm

Myrtle Sturm

Marvin I. Anderson
Attorney-in-fact

NATIONAL SURETY CORPORATION NEW YORK

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LIBER 120 PAGE 48

AETNA LIFE INSURANCE COMPANY	:	NO. 12,040 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
HARRY H. MEISEL	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : : :

PETITION TO AMEND FORECLOSURE PROCEEDINGS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Marvin I. Anderson, Trustee for the purpose of foreclosure, respectfully represents:

1. That on February 27, 1957, he was appointed Trustee in the above entitled cause for the purpose of foreclosure on the petition of the plaintiff.

2. Subsequent to the filing of these proceedings your Trustee discovered that the United States of America has filed numerous liens against the said defendant by making same of record in the office of the Clerk of the Circuit Court for Anne Arundel County that these liens now affect the title to the premises mortgaged by the defendant to the plaintiff and place a cloud on the title thereof.

3. That copies of the various liens as shown on the record books of the Clerk of the Circuit Court are as follows:

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Name and adress of Defendant	Nature of Lien	Collector's Serial No.	Date Filed	Amount
Harry H. Meisel Riva, Maryland	W.H. 1/Q/46, 2/Q/46, 3/Q/46, 4/Q/46	5987	6/3/47	$155.99
Harry H. Meisel Riva, Maryland	F.I.C. 1/Q/46, 2/Q/46	6152	6/7/48	$18.88
H. E. Meisel Riva, Maryland	W.H. 3/Q/47 F.I.C. 3/Q/47, 2/Q/47 W.H. 2/Q/47	9229	3/2/47	$776.42
H. E. Meisel Riva, Maryland	W.H.FI.C. 1/Q/49	15609	8/27/47	$560.66
Harry H. Meisel Riva, Maryland	W.H. 4/Q/49, 1/Q/50 F.I.C. 4/Q/49, 1/Q/50	19311	8/16/50	$1904.59
Harry H. Meisel Riva, Maryland	W.H.F.I.C. 2/Q/50	20283	11/18/50	$1261.96
Harry H. Meisel Riva, Maryland	W.H.F.I.C. 3/Q/50	21138	3/5/51	$1612.63
Harry H. Meisel Riva, Maryland	W.H. 4/Q/50	21825	5/11/51	$1496.69
Harry H. Meisel Riva, Maryland	W.H. 1/Q/51	23286	9/13/51	$1293.08
Harry H. Meisel Riva, Maryland	W.H. 2/Q/51	25010	12/27/51	$1689.90
Harry H. Meisel Riva, Maryland	W.H. 3/Q/51	26518	4/25/52	$1876.30
Harry H. Meisel Riva, Maryland	Income, 1950	26565	5/6/52	$2584.00
Harry H. Meisel Riva, Maryland	W.T.F.I.C.A. 1/Q/54, 2/Q/54	36762	2/16/55	$21063.82
H. H. Meisel Riva, Maryland	W.T.F.I.C.A. 3/Q/54, 4/Q/54	36856	2/16/55	$16959.20
Harry H. Meisel Riva, Maryland	W.T.F.I.C.A. Additional 4/Q/53	38265	6/25/55	$1591.73
Harry Meisel Jean Meisel Riva, Maryland	Income, 1953 Additional	38324	8/10/55	$4863.16
Harry H. Meisel Riva, Maryland	F.U.T.A. 1955 W.T.F.I.C.A. 4/Q/55, 1/Q/56	43850	6/26/56	$4479.38
Harry H. Meisel Riva, Maryland	W.T.F.I.C.A. 2/Q/52, 3/Q/53	48034	1/28/57	$10981.50

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4. The effect and priority of these several liens is unknown to your Petitioner, but all of the liens of record of which your Petitioner has been informed are herein recited.

5. That the United States Code, Title 28 Section 2410, provides in effect:

(a) That the United States of America must be made a party defendant in order to remove from said property the cloud on the title thereof caused by the liens referred to;

(b) That the complaint must set forth with particularity the nature of the interest or lien of the United States;

(c) That a copy of the complaint must be served upon the United States Attorney for the District of Maryland.

(d) That at least two (2) copies of the process and complaint must be sent by Registered Mail to the Attorney General of the United States at Washington, District of Columbia;

(e) That the United States of America shall have 60 days after such service to plead thereto; all as will more fully appear by reference to a copy of said law, attached hereto as Petitioner's Exhibit No. 1, and prayed to be taken as a part hereof.

To the end, therefore:

(a) That the United States of America may be made a party defendant in this proceeding.

May it please your Honors to grant unto your Petitioner a writ of subpoena to which is attached a copy of this petition and a copy of all other papers and exhibits filed in this cause as well as a copy of the docket entries herein, directed to the United States Attorney for the District of Maryland, Leon Pierson, Federal Post Office Building, Baltimore, Maryland, commanding him to be and appear in this Honorable Court at some certain day to be named therein, more than sixty days after service of said subpoena, and answer the premises and abide by, and perform such decree as may be

passed therein; and further, to direct that two copies of all papers and exhibits filed in this cause, including this petition, as well as two copies of the docket entries herein, be mailed by registered mail to the Attorney General of the United States at Washington, District of Columbia.

And as in duty bound, etc.

Wm. A. Fisher, Jr., Attorney

Marvin I. Anderson, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that, on this 25th day of April, 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 Marvin I. Anderson, Trustee, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Myrtle Sturm
Notary Public

Extract from United States Code Title 28 - Judiciary and Judicial Procedure Section - 2410

(a) Under the conditions prescribed in this section and section 1444 of this title for the protection of the United States, the United States may be named a party in any civil action or suit in any district court, including the District Court for the Territory of Alaska, or in any State court having jurisdiction of the subject matter, to quiet title to or for the foreclosure of a mortgage or other liens upon real or personal property on which the United States has or claims a mortgage or other lien.

(b) The complaint shall set forth with particularity the nature of the interest or lien of the United States. In actions in the State courts service upon the United States shall be made by serving the process of the court with a copy of the complaint upon the United States attorney for the district in which the action is brought or upon an assistant United States attorney or clerical employee designated by the United States attorney in writing filed with the clerk of the court in which the action is brought and by sending copies of the process and complaint, by registered mail, to the Attorney General of the United States at Washington, District of Columbia. In such actions the United States may appear and answer, plead or demur within sixty days after such service or such further time as the court may allow .

(c) A judicial sale in such action or suit shall have the same effect respecting the discharge of the property from liens and encumbrances held by the United States as may be provided with respect to such matters by the local law of the place where the property is situated. A sale to satisfy a lien inferior to one of the United States, shall be made subject to and without disturbing the lien of the United States, unless the United States consents that the property may be sold free of its lien and the proceeds divided as the parties may be entitled. Where a sale of real estate is made to satisfy a lien prior to that of the United States, the United States shall have one year from the date of sale within which to redeem. In any case where the debt owing the United States is due, the United States may ask, by way of affirmative relief, for the foreclosure of its own lien and where property is sold to satisfy a first lien held by the United States, the United States may bid at the sale such sum, not exceeding the amount of its claim with expenses of sale, as may be directed by the head of the department or agency of the United States which has charge of the administration of the laws in respect of which the claim of the United States arises.

(d) Whenever any person has a lien upon any real or personal property, duly recorded in the jurisdiction in which the property is located, and a junior lien, other than a tax lien, in favor of the United States attaches to such property, such person may make a written request to the officer charged with the administration of the laws in respect of which the lien of the United States arises, to have the same extinguished. If after appropriate investigation, it appears to such officer that the proceeds from the sale of the property would be insufficient to wholly or partly satisfy the lien of the United States, or that the claim of the United States has been satisfied or by lapse of time or otherwise has become unenforceable, such officer shall so report to the Comptroller General who may issue a certificate releasing the property from such lien. (June 25, 1948, ch. 646. 1, 62 Stat. 972, amended May 24, 1949, ch. 139, 119, Stat. 105).

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Exhibit No. 1 with Petition

LIBER 110 PAGE 53

AETNA LIFE INSURANCE COMPANY	:	NO. 12,040 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
HARRY H. MEISEL	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : : :

ORDER OF COURT

Upon the foregoing petition, exhibits and affidavit, it is this 26th day of April, in the year Nineteen hundred and fifty-seven, by the Circuit Court for Anne Arundel County, in Equity, Ordered that the United States of America be made a party defendant in this proceeding.

And it is further ordered that a copy of this petition and order and all other papers and exhibits filed in this cause, as well as a copy of the docket entries herein, be served upon Leon Pierson, United States Attorney for the District of Maryland, and that the United States of America shall appear and answer the premises and abide by and perform such decree as may be passed herein within sixty days after the date of such service.

And it is further ordered that the Clerk of this Court be and he is hereby directed to send by Registered Mail, Return receipt requested, to the Attorney General of the United States, Washington, District of Columbia, two copies of this petition and order and two copies of all other papers and exhibits heretofore filed in this cause, as well as two copies of the docket entries herein.

Matthew S. Evans
Judge

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AETNA LIFE INSURANCE COMPANY : No. 12,040 EQUITY
IN THE
:
-vs- CIRCUIT COURT
:
FOR
HARRY H. MEISEL :
ANNE ARUNDEL COUNTY

...oOo...

ANSWER TO PETITION TO AMEND FORECLOSURE PROCEEDINGS

The United States of America by Leon H. A. Pierson, United States Attorney and William J. Evans, Assistant United States Attorney in and for the District of Maryland, answering the Petition to Amend Foreclosure Proceedings says:

1. That it has no knowledge of the facts alleged in paragraph 1, and neither admits nor denies the same.

2. That it admits the allegations in paragraph 2 of the Petition.

3. That it admits the allegations in paragraph 3 of the Petition, except that the first twelve liens in the schedule contained in paragraph 3 of the Petition have been previously discharged by the Internal Revenue Service, and only the last six liens listed in said schedule are presently outstanding and unpaid and it attaches hereto pertinent Certificates of Assessments and Payments which are marked Exhibit "A" and made a part hereof.

4. That it has no knowledge of the facts alleged in paragraph 4, and neither admits nor denies the same.

5. That it admits the provisions of Title 28, United States Code, Section 2410 stated in paragraph 5 of the Petition.

6. And further answering the Petition it denies that said mortgage is superior to said tax liens, unless this Court finds that said mortgage is a valid mortgage executed and recorded in compliance with Maryland laws prior to the time of filing of the Notice of Federal Tax Lien under the Internal Revenue laws; and it hereby

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asserts priority for its tax liens over all of the lienors and creditors in and to any surplus arising from the judicial sale of the premises covered by the mortgage being foreclosed in these proceedings after the mortgage debt has been satisfied in the event that said mortgage debt is given priority by this Honorable Court.

WHEREFORE, having fully answered the Petition, the United States of America avers that it has no objection to the foreclosure and prays this Honorable Court give proper priority to the tax liens in accordance with the law.

AND, as in duty bound, etc.

Leon H. A. Pierson
Leon H. A. Pierson
United States Attorney

William J. Evans
William J. Evans
Assistant United States Attorney

I hereby certify that a copy of the foregoing Answer has been mailed to William A. Fisher, Jr., Esquire, 10 Light Street, Baltimore 2, Maryland, Attorney for Petitioner, this 29th day of May, 1957.

William J. Evans
William J. Evans
Assistant United States Attorney

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LIBER 110 PAGE 56 EXHIBIT "A"

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

(See instructions on reverse side)

OFFICE OF DISTRICT DIRECTOR OF INTERNAL REVENUE	IN RE: (NAME OF TAXPAYER)
Baltimore 2, Maryland	Harry H. Meisel
	ADDRESS 1800 MCGuckian Street, Annapolis, Maryland
TO: Special Procedure Section, Morton Bldg. Baltimore 1, Maryland	ATTENTION: (Symbols and date of letter) 1410:CLS 5/10/57

The following is a transcript of the records of this office covering the accounts of the taxpayer named above in respect to (character of tax) FUTA TAX

For the (period covered) 1955

1. TAXABLE PERIOD	2. LIST AND YEAR	3. ACCT. NO. OR PAGE AND LINE	4. AMOUNT ASSESSED	PAID, ABATED, OR CREDITED 5. DATE OR SCHED. NO.	6. AMOUNT	7. PAID AB. CR.	8. ADJUSTMENT OF OVERASSESSMENTS
1955	Feb' 56	Dir. Srl. # 5 310052	394 03	10/22/56	165 07	AB	Sch# 1257
					228 96	OUTSTANDING	23 C 2/17/56
							1st Notice 2/17/56
							Warrant for Distraint 2/17/56
							Lien filed 6/26/56
							Proof of Claim-3/26/56
							Proof of Claim-6/25/56

RECEIVED
Director of Internal Revenue
MAY 17 1957
Special Procedure
Baltimore

I certify that the foregoing transcript of the accounts of the taxpayer named above in respect to the taxes specified, is true and complete for the period stated, and that all assessments and payments of tax, penalty and interest, and all abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

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1957 MAY 31 AM 11:56

DATE OF CERTIFICATE May 15, 1957 12145 sm

DISTRICT DIRECTOR OF INTERNAL REVENUE C. D. Fox

U. S. TREASURY DEPARTMENT · INTERNAL REVENUE SERVICE FORM 899 (REV. 10-54)

GPO 920237

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LIBER 110 PAGE 57

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

(See instructions on reverse side)

OFFICE OF DISTRICT DIRECTOR OF INTERNAL REVENUE	IN RE: (NAME OF TAXPAYER)
Baltimore 2, Maryland	Harry H. Meisel
	ADDRESS 1800 MCGuckian Street, Annapolis, Maryland
TO: Special Procedure Section, Morton Bldg. Baltimore, Maryland	ATTENTION: (Symbols and date of letter) 1410:CLS 5/10/57

The following is a transcript of the records of this office covering the accounts of the taxpayer named above in respect to (character of tax) WT-FICA TAX

For the (period covered) 2/Q/52-3/Q/53-1/Q/54 thru 4/Q/54-4/Q/53-1/Q/56 -4/Q/55

1. TAXABLE PERIOD	2. LIST AND YEAR	3. ACCT. NO. OR PAGE AND LINE	4. AMOUNT ASSESSED		PAID, ABATED, OR CREDITED 5. DATE OR SCHED. NO.	6. AMOUNT		7. PAID AB. CR.	8. ADJUSTMENT OF OVERASSESSTMENTS
2/Q/52	Sept' 56	Dir. Spl. # 108 24715	3,959	93		3,959	93	OUTSTANDING	23 C 9/24/56 1st Notice 9/24/56 Warrant for Distraint 9/24/56 Lien filed 1/18/57
3/Q/53	Sept' 56	Dir. Spl. # 108 24714	7,021	57		7,021	57	OUTSTANDING	23 C 9/24/56 1st Notice 9/24/56 Warrant for Distraint 9/24/56 Lien filed 1/18/57
4/Q/53 Add'l	Nov' 54	11-295702	1,591	73					
					9/10/55	751	90	pd	8/5/55
		Pen.	79	59	8/26/55				
		Accrued Int.	80	58	8/26/55	1,000	00	nd	8/23/55 23 C 11/30/54 1st Notice 12/7/54 Warrant for Distraint 2/9/54 Lien filed 6/25/55

RECEIVED
Director of Internal Revenue
MAY 17 1957
Special Procedure
Baltimore

I certify that the foregoing transcript of the accounts of the taxpayer named above in respect to the taxes specified, is true and complete for the period stated, and that all assessments and payments of tax, penalty and interest, and all abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

DATE OF CERTIFICATE	DISTRICT DIRECTOR OF INTERNAL REVENUE
May 14, 1957 1214:smj	L. D. Fox

LIBER 110 PAGE 58

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

(See instructions on reverse side)

OFFICE OF DISTRICT DIRECTOR OF INTERNAL REVENUE
Baltimore 2, Maryland

IN RE: (NAME OF TAXPAYER)
Harry H. Meisel

ADDRESS
1800 MCGuckian Street, Annapolis, Maryland

TO: Special Procedure Section, Morton Bldg.
Baltimore 1, Maryland

ATTENTION: (Symbols and date of letter)
1410:CLS 5/10/57

The following is a transcript of the records of this office covering the accounts of the taxpayer named above in respect to (character of tax) WT-FICA TAX

For the (period covered) 2/Q/52-3/Q/53-4/Q/53-1/Q/54 thru 4/Q/54 -1/Q/56

1. TAXABLE PERIOD	2. LIST AND YEAR	3. ACCT. NO. OR PAGE AND LINE	4. AMOUNT ASSESSED	PAID, ABATED, OR CREDITED 5. DATE OR SCHED. NO.	6. AMOUNT	7. PAID AB. CR.	8. ADJUSTMENT OF OVERASSESSTMENTS
1/Q/54 Del.	Jan' 55	Dir. Spl. # 1 10004	8,033 26				Int to 1/7/55 Interest: $332.58
		Pen.	2,008 32				
				2/4/55	3,000 00	pd	2/3/55
				2/21/55	3,000 00	pd	2/16/55
		Accrued Int.	427 81	4/22/55	4,469 39	pd	4/16/55
							23 C 1/12/55
							1st Notice 1/12/55
							Warrant for Distraint 1/12/55
							Lien filed 2/16/55
2/Q/54 Del.	Jan' 55	Dir. Snl. # 1 10005	8,817 79				Int to 1/7/55 Interest $ 233.23
		Pen.	2,204 45				
				4/22/55	1,530 61	pd	4/16/55
				4/27/55	2,000 00	pd	4/22/55
				6/3/55	284 68	pd	6/1/55
				6/8/55	1,035 32	pd	6/1/55
				9/9/55	1,000 00	pd	9/6/55
				9/23/55	1,000 00	pd	9/20/55
				10/7/55	1,000 00	pd	10/4/55
					3,171 63	OUTSTANDING	
							23 C 1/12/55
							1st Notice 1/12/55
							Warrant for Distraint 1/12/55
							Lien filed 2/16/55
							Proof of Claim-2/15/56 and 6/25/56

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Director of Internal Revenue
MAY 17 1957
Special Procedure
Baltimore

I certify that the foregoing transcript of the accounts of the taxpayer named above in respect to the taxes specified, is true and complete for the period stated, and that all assessments and payments of tax, penalty and interest, and all abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

DATE OF CERTIFICATE
May 15, 1957 1214:smj

DISTRICT DIRECTOR OF INTERNAL REVENUE
C. D. Fox

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

FORM 899 (REV. 10-54)

GPO 920237

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LIBER 110 PAGE 59

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

(See instructions on reverse side)

OFFICE OF DISTRICT DIRECTOR OF INTERNAL REVENUE	IN RE: (NAME OF TAXPAYER)
Baltimore 2, Maryland	Harry R. Meisel
	ADDRESS 1800 MCGuckian Street, Annapolis, Maryland
TO: Special Procedure Section, Morton Bldg. Baltimore 1, Maryland	ATTENTION: (Symbols and date of letter) 1410:CLS 5/10/57

The following is a transcript of the records of this office covering the accounts of the taxpayer named above in respect to (character of tax) WT-FICA TAX

For the (period covered) 2/4/52-3/Q/53-4/Q/53-1/Q/54 thru 4/Q/54 -4/Q/55-1/Q/56

1. TAXABLE PERIOD	2. LIST AND YEAR	3. ACCT. NO. OR PAGE AND LINE	4. AMOUNT ASSESSED	PAID, ABATED, OR CREDITED 5. DATE OR SCHED. NO.	6. AMOUNT	7. PAID AB. CR.	8. ADJUSTMENT OF OVERASSESSTMENTS
3/Q/54 Del.	Feb' 55	Dir. Snl. # 3 10300	3,154 48				
		Pen.	1,223 17				
				9/25/56	26 21	nd	3/20/56
					9,351 44	OUTSTANDING	
							Int to 2/4/55
							Interest 130.43
							23 C 2/1/55
							1st Notice 2/1/55
							Warrant for Distraint 2/1/55
							Lien filed 2/15/55
							Proof of Claim-2/15/56
							and 6/25/56
4/Q/54	Feb' 55	Dir. Snl. # 3 10301	7,581 55		7,581 55	OUTSTANDING	
							Int to 2/4/55
							Interest: $4.52
							23 C 2/1/55
							Warrant for Distraint 2/1/55
							Lien filed 2/15/55
							Proof of Claim-2/15/56
							and 6/25/56
4/Q/55	Jan' 56	Dir. Snl. # 7 20061	3,769 23		3,769 23	OUTSTANDING	
							23 C 1/26/56
							1st Notice 1/31/56
							Warrant for Distraint 1/31/56
							Lien filed 6/26/56
							and 2/15/56

RECEIVED
Director of Internal Revenue
MAY 17 1957
Special Procedure
Baltimore

I certify that the foregoing transcript of the accounts of the taxpayer named above in respect to the taxes specified, is true and complete for the period stated, and that all assessments and payments of tax, penalty and interest, and all abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

DATE OF CERTIFICATE	DISTRICT DIRECTOR OF INTERNAL REVENUE
May 15, 1957 1214:smj	E. J. Fox

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE FORM 899 (REV. 10-54)

GPO 920237

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LIBER 110 PAGE 60

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

(See instructions on reverse side)

OFFICE OF DISTRICT DIRECTOR OF INTERNAL REVENUE	IN RE: (NAME OF TAXPAYER) Harry H. Meisel
Baltimore 2, Maryland	ADDRESS 1800 MCGuckian Street, Annapolis, Maryland
TO: Special Procedure Section, Morton Bldg. Baltimore 1, Maryland	ATTENTION: (Symbols and date of letter) 1410:CLS 5/10/57

The following is a transcript of the records of this office covering the accounts of the taxpayer named above in respect to (character of tax) WT-FICA TAX

For the (period covered) 2/Q/52-3/Q/53-1/Q/54 thru 4/Q/54-4/Q/53-4/Q/55-1/Q/56

1. TAXABLE PERIOD	2. LIST AND YEAR	3. ACCT. NO. OR PAGE AND LINE	4. AMOUNT ASSESSED	PAID, ABATED, OR CREDITED 5. DATE OR SCHED. NO.	PAID, ABATED, OR CREDITED 6. AMOUNT	7. PAID AB. CR.	8. ADJUSTMENT OF OVERASSESSTMENTS
4/Q/55	Jan' 56	Dir. Snl. # 7 20061	3,769 23		3,769 23	OUTSTANDING	23 C 1/26/56 1st Notice 1/31/56 Warrant for Distraint 1/31/56 Lien filed 6/26/56 Proof of Claim-2/15/56 and 6/25/56
1/Q/56	Mar' 56	3-20684	316 12		316 12	OUTSTANDING	FINAL 23 C 3/15/56 1st Notice 3/22/56 Warrant for Distraint 5/8/56 Lien filed 6/26/56 Proof of Claim-6/25/56

RECEIVED
Director of Internal Revenue
MAY 17 1957
Special Procedure
Baltimore

I certify that the foregoing transcript of the accounts of the taxpayer named above in respect to the taxes specified, is true and complete for the period stated, and that all assessments and payments of tax, penalty and interest, and all abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

DATE OF CERTIFICATE	DISTRICT DIRECTOR OF INTERNAL REVENUE
May 15, 1957 1214:smj	E. J. Fox

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE FORM 899 (REV. 10-54)

GPO 920237

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LIBER 110 PAGE 61

CERTIFICATE OF ASSESSMENTS AND PAYMENTS

(See instructions on reverse side)

OFFICE OF DISTRICT DIRECTOR OF INTERNAL REVENUE	IN RE: (NAME OF TAXPAYER)
Baltimore 2, Maryland	Harry & Joan Meisel
	ADDRESS: Riva, Maryland
TO: Special Procedure Section - Morton Bldg. Baltimore 1, Maryland	ATTENTION: (Symbols and date of letter) CLS 4/10/57

The following is a transcript of the records of this office covering the accounts of the taxpayer named above in respect to (character of tax) INCOME TAX

For the (period covered) 1953

1. TAXABLE PERIOD	2. LIST AND YEAR	3. ACCT. NO. OR PAGE AND LINE	4. AMOUNT ASSESSED	PAID, ABATED, OR CREDITED 5. DATE OR SCHED. NO.	PAID, ABATED, OR CREDITED 6. AMOUNT	7. PAID AB. CR.	8. ADJUSTMENT OF OVERASSESSMENTS
1953 Add'l	Oct '54	40-605515	4,704 25				Orig. #AF 1005631(54)
			Int. 158 91				Int. to 10/8/54
				9/6/56	2,000 00	CR	Sch #31453 2000.00
				OUTSTANDING BALANCE	2,863 16	OSB	transferred from EF 250059(53)
							23C 10/6/54
							1st Notice 10/8/54
							2nd Notice 12/7/54
							Warrant for Distraint 2/7/55
							Lien Filed 8/11/55
							Proof of Claim 2/15/56

RECEIVED
Director of Internal Revenue
MAY 16 1957
Special Procedure
Baltimore

I certify that the foregoing transcript of the accounts of the taxpayer named above in respect to the taxes specified, is true and complete for the period stated, and that all assessments and payments of tax, penalty and interest, and all abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

DATE OF CERTIFICATE	DISTRICT DIRECTOR OF INTERNAL REVENUE
May 15, 1957 1214:rnr	C. J. Fox

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE FORM 899 (REV. 10-54)

GPO 920237

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LIBER 110 PAGE 62

TRUSTEE'S SALE

of

Valuable Improved Property at South River Manor, Riva, Anne Arundel County, Maryland

By virtue of a decree of the Circuit Court of Anne Arundel County (No. 12,040—Aetna Life Insurance Company vs. Harry H. Meisel and United States of America), the undersigned Trustee will sell at public auction on the premises on

WEDNESDAY, OCTOBER 9th, 1957, AT 2:00 p.m.

all that lot of ground 106 feet by 154.5 feet, containing 16,377 square feet of land, more or less, and more fully described by metes and bounds, courses and distances, in a mortgage dated June 23, 1954, from Harry H. Meisel and Joan E. Meisel, his wife, to the Aetna Life Insurance Company, a body corporate, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 842, folio 133, with improvements thereon. This property is located near the County Road leading from Riva to Davidsonville, and is improved by a frame bungalow containing five (5) rooms, bath, full basement and garage.

Under the provisions of United States Code, Title 28, Section 2410, the sale will be made subject to the right of the United States of America to redeem the herein described property within one year from the date of the sale.

Terms of Sale: A deposit of $700.00 in cash or certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court of Anne Arundel County, the unpaid money to bear interest from the date of sale to date of settlement; expenses including taxes and public charges to be adjusted to date of sale.

GEORGE SCIBLE,
Auctioneer

MARVIN I. ANDERSON,
Trustee
20 WEST STREET
ANNAPOLIS, MARYLAND

Filed 16 Sept. 1957 at 10:57 a.m.

~~we~~

This is to certify that I have this day purchased from Marvin I. Anderson, Trustee, at public auction the property herein described at and for the sum of thirteen thousand fifty ——— Dollars and agree to comply with the terms of sale.

Witness ~~my~~ our hand and seal this 9th day of October, 1957

Anna L. Brooks (Seal)
RTH Box 112J
Annapolis, Md (Seal)

This is to certify that I have this day sold at public auction for Marvin I. Anderson, Trustee, the property herein described to Anna L. Brooks ~~she~~ they at and for the sum of thirteen thousand fifty dollars, ~~she~~ they being at that price the highest bidder therefor.

Witness my hand and seal this 9th day of October, 1957.

(Seal)
Auctioneer

Exhibit No. 1

Filed 16 Oct., 1957, at 10:57 A. M.

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LIBER 110 PAGE 64

AETNA LIFE INSURANCE COMPANY	*	NO. 12,040 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
HARRY H. MEISEL	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Marvin I. Anderson, Trustee appointed in this cause, to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of his trust, as required by said decree, 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, Maryland, and by handbills set up at the Court House door in the City of Annapolis, Maryland, and circulated in said Anne Arundel County, said advertisement being for more than three weeks before the day of sale, he did pursuant to said notice attend on the premises at South River Manor, Riva, Anne Arundel County on Wednesday, October 9, 1957, at 2:00 p.m., the time and place so advertised, and then and there proceeded to sell said real estate as follows, to wit:

All that lot of ground 106 feet by 154.5 feet, containing 16,377 square feet of land, more or less, and more fully described by metes and bounds, courses and distances, in a mortgage dated June 23, 1954, from Harry H. Meisel and Joan E. Meisel, his wife, to the Aetna Life Insurance Company, a body corporate, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 842, folio 133, with improvements thereon. This property is located near the County Road leading from Riva to Davidsonville,

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and is improved by a frame bungalow containing five (5) rooms, bath, full basement and garage.

Under the provisions of United States Code, Title 28, Section 2410, the sale was made subject to the right of the United States of America to redeem the herein described property within one year from the date of the sale.

That your Trustee sold the aforesaid property to Anna L. Brooks for the sum of Thirteen thousand fifty dollars ($13,050.00), she being the highest bidder for said property. Your Trustee, therefore, now reports to the Court the sale of the said property as aforesaid at Thirteen thousand fifty dollars ($13,050.00), of which amount he has received Seven hundred dollars ($700.00).

And your Trustee files herewith the Auctioneer's certificate and purchasers agreement marked Exhibit No. 1, with Report of Sale.

The price for the property is a fair and reasonable one and the ratification of the sale as made, is recommended.

All of which is respectfully submitted.

William A. Fisher, Jr.
Attorney for Trustee

Marvin I. Anderson, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 16 day of October, in the year 1957, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

Witness my hand and seal Notarial.

Notary Public

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LIBER 110 PAGE 66

ORDER NISI

Aetna Life Insurance Company,
a body corporate of the
State of Connecticut

versus

Harry H. Meisel

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,040 Equity

Ordered, this 16 day of October, 19 57, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Trustee~~x~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25 day of November 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 25 day of November next.

The report states that the amount of sale ~~xxxx~~ was $13,050.00.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

Filed 1957 Oct 16 A.M. 10.57

(Final Order)

Aetna Life Insurance Company,
a body corporate of the
State of Connecticut

versus

Harry H. Meisel

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of November ~~Finally~~, 19 57, that the sale made and reported by the Trustee 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED

1957 NOV 29 AM 9:53

29

LIBER 110 PAGE 67 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. 12,040 Equity

AETNA LIFE INSURANCE COMPANY, a body corporate of the State of Connecticut
versus
HARRY H. MEISEL

Ordered, this 16th day of October, 1957, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of November 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 25th day of November next.

The report states that the amount of sale was $13,050.00.

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

N-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 1957

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,040

Harry H. Meisel

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 25th day of November, 1957. The first insertion being made the 24th day of October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 15773-57 NOV 26 AM 11:51 By H. Tilghman

30

LIBER 9 PAGE 179

AETNA LIFE INSURANCE COMPANY	*	NO. 12,040 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
HARRY H. MEISEL	*	ANNE ARUNDEL COUNTY

* * * * * *

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson, of Annapolis, Anne Arundel County, Maryland, as principal 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 One thousand and fifty ($1,050.00) 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 27 day of November in the year of our Lord one thousand nine hundred and fifty-seven.

WHEREAS, the above bounden Marvin I. Anderson was appointed Trustee by virtue of a Decree of the Circuit Court of Anne Arundel County, dated February 27, 1957, to make sale of the property mentioned in the proceedings in the case of Aetna Life Insurance Company vs. Harry H. Meisel, known as No. 12,040 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson does and shall well and faithfully perform the trust reposed in him by said decree, or

FILED 1957 Nov. 27

Additional Bond approved and filed this 27th day of November 1957. George T. Parnell, Clerk

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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.

Marvin I. Anderson (SEAL)

Signed, Sealed and delivered in the presence of

Myrtle Sturm

NATIONAL SURETY CORPORATION
BY:

Attorney-in-fact

32

WAF,Jr.:MV
11/15/57

LIBER 110 PAGE 70

AETNA LIFE INSURANCE COMPANY Plaintiff	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
HARRY H. MEISEL and	:	ANNE ARUNDEL COUNTY
UNITED STATES OF AMERICA Defendants	:	In Equity # 12040

::::::::::

PETITION FOR RESALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Marvin Anderson, Trustee, appointed by the Decree in this cause, to sell the property in the proceedings mentioned, respectfully represents:

1. That in execution of the authority vested in him by said Decree, he did, on the 9th day of October, 1957, sell said property unto Mrs. Anna Brooks of Anne Arundel County at and for the sum of $13,050.00, cash, $700.00 of which was paid at the time of sale and the balance to be paid upon ratification of the sale by this Honorable Court.

2. That said sale has been duly reported to and ratified by this Honorable Court, as by the said report and proceedings thereon, now remaining in this Court, will appear.

3. That the said Anna Brooks has paid no part of the aforesaid balance due on account of said purchase money, although she has been duly notified of the ratification of the sale, so made to her as aforesaid, and has been requested by your Petitioner to pay for the same.

WHEREFORE, your Petitioner prays:

1. That the said Anna Brooks may be compelled by Decree or Order of this Court to pay the aforesaid balance of the purchase money, with interest thereon, and, in default thereof, that the said property may be decreed to be sold at the risk of the said Anna Brooks for the payment of the same.

2. For such other and further relief as his cause may require.

AND, as in duty bound, etc.

Solicitor for Trustee
10 Light Street
Baltimore 2, Md.
Le. 9-5040

Trustee

FILED
1957 DEC 26 PM 3:49

33

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

I HEREBY CERTIFY that on this 26 day of ~~November~~ December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared MARVIN ANDERSON, Trustee, who made oath in due form of law that the matters and facts set forth in the foregoing Petition are true and correct to the best of his knowledge, information and belief.

AS WITNESS, my hand and Notarial Seal:

Myrtle L. Sturm
Notary Public

AETNA LIFE INSURANCE COMPANY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
HARRY H. MEISEL and UNITED STATES OF AMERICA	:	ANNE ARUNDEL COUNTY
Defendants	:	In Equity

::::::::::::::::

O R D E R

Upon the aforegoing Petition, it is, this 17th day of ~~November~~ December, 1957, by the Circuit Court for Anne Arundel County, In Equity,

ORDERED that the said Anna Brooks bring into this Court the sum of $12,350.00, with interest thereon from the 9th day of October, 1957, or show good cause to the contrary, on or before the 20th day of January, 1958; provided a copy of this Order, together with a copy of the aforegoing Petition, be served on the said Anna Brooks on or before the 8th day of January, 1958.

Benjamin Michaelson

Judge

FILED

1957 DEC 27 PM 3:14

35

AETNA LIFE INSURANCE CO.	:	
Plaintiff	:	IN THE
vs	:	CIRCUIT COURT
HARRY H. MEISEL	:	FOR
and		
UNITED STATES OF AMERICA	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 12,040 EQUITY
	:	

.. ..

ANSWER TO SHOW CAUSE
ORDER OF THE PETITION
FOR RESALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Answer to the Show Cause Order of the Petition for Resale by Anna Brooks, Purchaser, by William J. Boehm, her Attorney, respectfully represents:

1. That the purchaser, Anna Brooks did on the 9th day of October, 1957, bid the sum of $13,050.00 for the purchase of the hereindescribed property, of which she paid a deposit of $700.00 and which bid was predicated upon the statement made at the time of the public sale that application had been made to the Federal authorities to obtain a waiver of the liens and that as of this (date of sale) date, no reply had been received and that such matters took a long time and that it was nothing to be concerned about, as the Government "very seldom did anything about it" and when the purchaser made her bid on the property she felt that if application had been made, that the obtaining of the release of liens would be taken care of as a matter of course and, as a result thereof, her counsel did visit the office of the Internal Revenue in Baltimore during the month of December, 1957, and found out that no application was ever made for the release or waiver of liens on the aforesaid property. And that the purchaser felt that her relying upon the obtaining of the release from the Government of the liens on said property would be obtained, bidded the property as aforesaid. And that the State Court Trustee did not advertise the statement or status of

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1958 JAN 17 PM 3:38

claims of the United States Government nor did he state the amount of the liens at time of sale though he was asked about said liens, his reply was made in the Quote " ", hereinbefore stated.

2. That further investigation reveals that the property in question being foreclosed, the legal title of which vests with the Trustee in Bankruptcy and that the State Court Trustee did not obtain leave from the Bankruptcy Court to sell the aforesaid property as the mortgagor, Harry H. Meisel, is in Bankruptcy in that Court, Case No. 10,594, United States District Court for Maryland.

3. That the Trustee in Bankruptcy was not made a party to this proceeding, as the legal title of said property vests in him and that if the purchaser pays the money over to the State Court Trustee, she could be compelled to pay the sum due the Bankruptcy Trustee.

4. That the Amended Petition to resell the aforesaid property was duly mailed to the Attorney General of the United States on July 30, 1957, and that said Attorney General of the United States filed an Answer to the Amended Petition claiming that the federal liens filed in the proceedings had priority over the mortgage. In the opinion of the purchaser's counsel, this question, not having been decided by this Court, would in effect make the purchaser liable, if she pays the State Court Trustee, for the property, and the Government establish a prior claim at a later date, she could be compelled to pay a second time for the said property.

It is the further opinion of the purchaser's counsel, that the issue as to priority of the Government, which is still at issue in the proceedings, should have been determined prior to the resale, and if not, should have been so advertised, as the Trustee could not, in the event that the federal liens were held to be prior to said mortgage, have anything to sell and further, regardless of the sale, there is no evidence in the proceedings that the United States Government has consented to said sale. It is the Federal Government's contention that due to the fact that the mortgagor, Harry H. Meisel (who now is surviving tenant by entirety), had

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

purchased the property with his wife during the month of November, 1953, and that the Federal tax assessments were made against him in 1952 and 1953 and was prior to the mortgage recordation and as he survived his wife, the liens set forth in the Answer of the United States Attorney General dates back to the time of the assessment. Again reiterating, that should this contention prevail, the State Court Trustee had nothing to sell and can not give title to the aforesaid property and in reality did not represent the property as such in the advertisement in the paper and at time of sale.

5. That the State Court Trustee has made no effort to give the purchaser a marketable title to the property in order that the purchaser may obtain the necessary financing.

6. That the United States Government has not consented to the sale of the aforesaid property nor has the State Court Trustee attempted to report said sale to the Attorney General or the proper Tax Department for its approval and release or waiver of liens obtained.

7. That the State Court Trustee received the bid which was in excess of the mortgage balance and the purchaser feels that she should not pay any money to the said Trustee until the State Court Trustee obtains a marketable title to said property, as well as show this Honorable Court who is entitled to the monies from the sale of the aforesaid property, as well as why the leave of the Federal Bankruptcy Court to sell the aforesaid property was not obtained.

Answering generally, the purchaser feels that when the State Court Trustee delivers a good and marketable title, free and clear of any clouds on title, as well as any liens, that she will be ready, willing and able to pay the aforesaid balance to the proper party, who is entitled to same and respectfully prays this Court that in the event the Court determines that the State Court Trustee did not so advertise the property so as not to mislead the said purchaser, then she feels that she should have the aforesaid deposit of $700.00 returned to her.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

HAVING answered the Show Cause Order filed on her and prays hence to be dismissed with costs.

William J. Boehm
Attorney for Defendant

Anna Brooks
Defendant

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

I HEREBY CERTIFY, that on this 17th day of January, 1958, before me, the subscriber, a Notary Public of the Stateof Maryland, in and for the County aforesaid, personally appeared Anna Brooks, the within Defendant, and she made oath in due form of law that the matters, facts and information set forth in the foregoing Answer are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

I hereby Certify that on this 17th day of January, 1958, I mailed a copy of the Answer to the Show Cause Order of the Petition to Resale to the offices Marvin I Anderson, Esq, West Street, Annapolis, Maryland, and United States Attorney Geberal Pierson, United States Post Office, Baltimore City, Maryland

William J. Boehm

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

AETNA LIFE INSURANCE COMPANY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
HARRY H. MEISEL	:	ANNE ARUNDEL COUNTY
and	:	IN EQUITY
UNITED STATES OF AMERICA	:	No. 12,040
Defendants	:	

::::::::::::::

REPLICATION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Replication of Marvin I. Anderson, Trustee, to the Answer of Anna Brooks to the Petition for Resale, respectfully represents:

1. The Trustee denies the allegations of paragraph 1 of the Answer, except that he admits that Anna Brooks did bid $13,050.00 for the purchase of the property mentioned in these proceedings and did make a deposit of $700.00 on account of said purchase price.

And, further answering said paragraph 1 of the Answer, the Trustee says that no misrepresentations were made with respect to the sale, and, specifically, that no misrepresentations were made concerning Federal tax liens or the waiver thereof, but, on the contrary, the advertisement of sale specifically disclosed that the United States had a right to redeem the property within one year from the date of sale, and the Trustee further says that said right of redemption was discussed before the sale was made with the said Anna Brooks and her counsel, both of whom were present at the sale and they were informed that the United States had the right to redeem the property within one year from the date of sale.

2. The Trustee denies the allegations of paragraph 2 of said Answer and says that permission was obtained from the Bankruptcy Court to institute the foreclosure in this Honorable Court by an Order passed by the United States District Court for the District of Maryland on January 30, 1957, and a certified copy of said Order is attached hereto, marked "Trustee's Exhibit A", and prayed to be taken as a part hereof.

FILED
1958 JAN 28 AM 11:28

1958 JAN 28 AM 11:28

40

3. Replying to paragraph 3, the Trustee says that the Trustee in bankruptcy of Harry H. Meisel was not made a party to this proceeding as it was unnecessary to do so, and this Trustee further says that the attorneys for said Trustee in bankruptcy consented to the institution of the foreclosure in this Honorable Court and had full knowledge of the proceedings herein.

4. Replying to paragraph 4 of the Answer, the Trustee admits that the United States filed an Answer herein and says that in said Anwer the United States stated that it had no objection to the foreclosure of the mortgage involved in this proceeding, and your Trustee is advised and, therefore, alleges that by said Answer, any tax liens of the United States on said property were released and were transferred to the proceeds received from the sale of the property.

5. Replying to paragraph 5 of the Answer, the Trustee says that the only possible cloud on the purchaser's title to the property involved in these proceedings is the right of the United States to redeem said property within one year from the date of sale, and your Trustee says that said right was fully disclosed in the advertisement of the sale and that the Trustee is under no such duty as is claimed in paragraph 5 of the Answer.

6. Replying to paragraph 6 of the Answer, the Trustee denies that the United States has not consented to the sale, and further says that he is under no duty to secure the approval of any Federal authorities or to secure a release or waiver of liens.

7. Replying to paragraph 7 of the Answer, the Trustee admits that the price bid at the sale was in excess of the mortgage balance and says that the balance of the allegations contained in paragraph 7 of the Answer are conclusions of law which he is not required to answer, but, nevertheless, denies.

Replying to said Answer generally, this Trustee says that the sale of the property in these proceedings was duly reported to this Honorable Court, that an Order Nisi was published, and that said sale was finally ratified on ~~January~~ November 24th, 1958; and that all the objections to the sale raised in the Answer of Anna Brooks could have been made before final ratification of the sale by

41

Exceptions promptly filed.

AND, as in duty bound, etc.

Wm. C. Fisher
Solicitor for Trustee
10 Light Street
Balto. Md.

Trustee

I hereby certify that I caused a copy of the above Replication to be mailed to William J. Boehm, Esq., 160 South Street, Annapolis, Maryland, Solicitor for Anna Brooks, this 18th day of January, 1958.

Wm. C. Fisher
Solicitor for Trustee

A

LIBER 110 PAGE 80

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

IN THE MATTER OF	:	
HARRY H. MEISEL, a	:	IN BANKRUPTCY
bankrupt	:	NO. 10594
	:	

: : : : : : :

O R D E R

The matter having been submitted upon the petition of Aetna Life Insurance Company for authority to foreclose its mortgage on fee simple property located in Anne Arundel County, and the consent of counsel for the Trustee in Bankruptcy having been obtained, and it appearing that the petitioner has a valid mortgage upon said fee simple property, which is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 842, folio 133,

NOW, THEREFORE, it is this 30th day of January, 1957, by the United States District Court for the District of Maryland,

ORDERED, That Aetna Life Insurance Company be and it is hereby authorized to sell the fee simple property covered by the mortgage from Harry H. Meisel and Joan E. Meisel, his wife, to Aetna Life Insurance Company, which mortgage is dated June 23, 1954, and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 842, folio 133, in accordance with the terms of said mortgage; and it is

FURTHER ORDERED, That Aetna Life Insurance Company be and it is hereby directed to file in these proceedings a report showing the results of said sale, attaching thereto a copy of the auditor's account as ratified; and it is

FURTHER ORDERED, That Aetna Life Insurance Company pay over to Leroy Bald, Trustee, the balance, if any, of the proceeds of sale remaining

I certify that
this is a true copy;
Attest Joseph D. Kaiser
Referee in Bankruptcy
43

FILED
1958 JAN 28 AM 11:28

Trustee's Ex "A".

after the payment of all expenses incident to said sale, all claims of the mortgagee, its successors or assigns, and any sums paid by the Veterans' Administration on account of the indebtedness secured by said mortgage.

/s/ Joseph O. Kaiser
Referee in Bankruptcy

I certify that
this is a true copy;
Attest Joseph O. Kaiser
Referee in Bankruptcy

WAF,Jr.:MV
2/21/58

LIBER 110 PAGE 82

AETNA LIFE INSURANCE COMPANY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
HARRY H. MEISEL	:	ANNE ARUNDEL COUNTY
and		IN EQUITY
UNITED STATES OF AMERICA	:	Equity Case No. 12,040
Defendants	:	

:::::::::

S T I P U L A T I O N

It is hereby stipulated and agreed by and between the United States of America and Aetna Life Insurance Company, by their respective solicitors, as follows:

1. That on June 23, 1954, Aetna Life Insurance Company loaned the sum of $12,350.00 to Harry H. Meisel and Joan E. Meisel, his wife, and to secure said loan the said Harry H. Meisel and Joan E. Meisel, his wife, executed a mortgage dated June 23, 1954, to Aetna Life Insurance Company for the sum of $12,350.00, which mortgage is filed as an exhibit in this case and covers property which was owned by Harry H. Meisel and Joan E. Meisel as tenants by the entireties, said mortgage being duly recorded on June 25, 1954, among the Land Records of Anne Arundel County in Liber J.H.H. No. 842, Folio 133.

2. That the only unsatisfied tax liens against either Harry H. Meisel or Joan E. Meisel were duly recorded in the Circuit Court for Anne Arundel County after June 25, 1954.

3. That Joan E. Meisel died in September, 1956.

4. That the mortgage from Harry H. Meisel and Joan E. Meisel to Aetna Life Insurance Company became in default, and the Aetna Life Insurance Company instituted the present action for foreclosure of the same on February 27, 1957, and later amended said proceeding to include the United States of America as a Party Defendant.

Filed Feb. 24, 1958

45

5. That on May 29, 1957, the United States of America filed an Answer to said Petition for foreclosure denying that said mortgage was superior to its tax liens, unless the Circuit Court for Anne Arundel County found that said mortgage was validly executed and recorded prior to the recording of the tax liens, and the United States of America consented to the foreclosure of the mortgage and intended to waive or release any lien it might have against the mortgaged property and to transfer said lien to the proceeds of the sale of the mortgaged property.

6. That further investigation reveals that said mortgage was validly executed and recorded in compliance with the Maryland law, and, therefore, the United States of America hereby waives any lien it might have against the mortgaged premises or the proceeds of sale arising from the sale of said mortgaged premises, except its right of redemption pursuant to 28 U.S.C.A. 2410(c).

Wm. C. Frolich Jr.
Solicitor for Aetna Life Insurance Company

Leon H. A. Peirson
United States Attorney

William J. Evans
Assistant United States Attorney

LIBER 110 PAGE 84

AETNA LIFE INSURANCE COMPANY,	*	NO. 12,040 EQUITY
Plaintiff,	*	
		IN THE
vs.	*	
HARRY H. MEISEL	*	CIRCUIT COURT
and	*	
		FOR
UNITED STATES OF AMERICA,	*	
Defendants	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

MOTION TO DISMISS PETITION FOR RESALE

Now comes Marvin I. Anderson, Trustee, by William A. Fisher, Jr., his Attorney, and moves that the matter of resale, the Answer thereto and the Replication be dismissed, the purchaser having complied with the terms of the sale.

William A. Fisher, Jr., Attorney for Trustee

I hereby consent to the granting of the above Motion.

William J. Boehm, Attorney for Purchaser

FILED
1958 APR -1 PM 1:50

ORDER

ORDERED this 1st day of ~~March~~ April, 1958, by the Circuit Court for Anne Arundel County, that the Petition for Resale, the Answer thereto and the Replication, be and the same is hereby dismissed.

Judge

FILED
1958 APR -2 AM 9:41

48

LIBER 110 PAGE 85

In the Case of

Aetna Life Insurance Company,
a body corporate of the
State of Connecticut, etc
vs.
Harry H. Meisel
and
United States of America

In the

Circuit Court

For

Anne Arundel County

No. 12,040 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 20, 1958

All of which is respectfully submitted.

Dora R. Fickling
Auditor.

49

Dr. Aetna Life Insurance Co., a body corporate of the State of Connecticut, etc, vs. Harry H. Meisel and United States of America, in ac.

To Trustee for Fee, viz:		50	00	
To Trustee for Commissions, viz:		431	75	481 75
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Defendants' Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		94	75	
Clerk of Court - additional costs		1	25	
Jos. W. Alton, Jr. - Sheriff's costs		1	45	
Jos. C. Deegan - Sheriff's costs		3	35	
Auditor -stating first acct. and 3 copies		27	00	
Auditor - re-stating account and 3 copies		18	00	165 80
To Trustee for Expenses, viz:				
Capital-Gazette Press - first advertisement of sale		41	25	
Capital-Gazette Press - second advertisement of sale		43	14	
Capital-Gazette Press - order nisi (sale)		8	00	
Capital-Gazette Press - order nisi (acct)		6	00	
Barrett Printing Co. - first handbills		12	75	
Barrett Printing Co. - second handbills		14	79	
National Surety Corporation 1957 and 1958 bond premiums		96	00	
National Surety Croporation - additional bond premium		4	20	
George W. Scible - auctioneer's fee		50	00	
Clerk of Court - certified copy of record		29	25	
One-half Federal documentary stamps		7	43	
One-half State documentary stamps		7	42	
Telephone calls - toll charges		3	00	
Myrtle Sturm - notary fees		1	50	
Wm. A. Fisher, Jr. - fee for legal services (Order 4/15/58)		125	00	449 73
To Trustee for Taxes, viz:				
1957 State and County taxes - adjusted to 10/9/57		126	09	126 09
To Aetna Life Insurance Company, mortgagee - in full for mortgage claim, viz:				
Amount of claim filed	11,100	27		
Interest on principal balance of $11,032.02 from 3/1/57 to 3/25/58 - 390 days at $1.5322 per day (Orderof Court dated 5/15/58)		597	56	
C.H. Steffey, Inc., Agent for mortgagee - 1957 fire insurance premium		47	97	11,745 80
To LeRoy Bald, Trustee in Bankruptcy of Harry H. Meisel - this balance as per .Referree's Order dated 1/30/57		422	52	422 52
				13,391 69

50

with

Marvin I. Anderson, Trustee

Cr.

1957						
Oct.	9	Proceeds of Sale	13,050	00		
		Interest on deferred payment of $12,350.00 to 3/25/58	341	69	13,391	69
					13,391	69

57

ORDER NISI LIBER 110 PAGE 88

Aetna Life Insurance Company, a body corporate of the State Connecticut, etc.

VERSUS

Harry H. Meisel

and

United States of America

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,040 Equity.

ORDERED, This 23rd 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 30th 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 30th day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of July, 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 JUL -1 PM 12:56

Benjamin Michaelson
Judge

LIBER 110 PAGE 89 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. 12,040 Equity

Aetna Life Insurance Company, a body corporate of the State of Connecticut, etc.
Versus
HARRY H. MAISEL
and
United States of America

Ordered, this 23rd 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 30th 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 30th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

Ju-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 26, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,040
Auditor Account
Harry H. Maisel et
United States of America

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 30th day of June, 1958. The first insertion being made the 29th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUL -1 AM 9:52

By D. Tilghman

No. M. G. 3111

53

LIBER 110 PAGE 90

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Virgil Anderson Broadwater and	*	ANNE ARUNDEL COUNTY
Virginia Thedia Broadwater, his wife	*	Equity No. 13541 Equity

* * * * * * * * * * *

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 FEB 13 PM 12: 32

1

LIBER 1002 PAGE 449

LIBER 110 PAGE 91

No. 12,541 Equity

No Stamps Required

THIS MORTGAGE, Made this 20th day of February , in the year one thousand nine hundred and fifty-six , between VIRGIL ANDERSON BROADWATER, and VIRGINIA THEDIA BROADWATER, 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 Eight Thousand Four Hundred and Fifty ($8450.00) - 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 Sixty-One ($61.00) Dollars - - - - - - - - - - - - - commencing on the tenth - - - day of March ,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 that lot of ground situate and lying in the Third Election District, Anne Arundel County, Maryland - - - - - - - - - - - - - , and described as follows:

XXXXXXXXXX

BEING known and designated as Lot No. Five (5), Block D, as shown on the Second Revised Plat of Bodkin Plains which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 12.

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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1958 FEB 13 PM 12:32

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BEING the same lot of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by The White Villa Corporation, a body corporate, to the said 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 of ground and premises unto the said mortgagee, its successors and assigns, subject to the payment of the annual rent of ninety ($90.00) Dollars payable in equal, semi-annual installments on the 29th - - - - - days of January and July - - - - -, in each and every year.

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

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BALTIMORE 1, MD.

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 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; (2) To pay monthly on or before the tenth - - - -day of each and every month the sum of Eighteen ($18.00) 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

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OUNSELLORS AT LAW
BALTIMORE 1, MD.

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account therefor as the Court may direct; (5) That should the title to the herein 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.

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 suocessors 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 morgaged 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 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 jurisdiotion 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.

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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:

Betty Lou Vogt, (SEAL)

Virgil Anderson Broadwater (SEAL)
Virgil Anderson Broadwater

Virginia Thedia Broadwater (SEAL)
Virginia Thedia Broadwater

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 1002 PAGE 434

I HEREBY CERTIFY, that on this 20th day of February, 1956 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Virgil Anderson Broadwater and Virginia Thedia Broadwater, 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 6, 1957.

Rec'd for record Feb 21 1956 at 10.45 A M.
Mailed to Mezger & Mezger - 5 -

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

8

LIBER 110 PAGE 96

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 26th day of September 1957.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

E. Jane Rusinek

By: John P. Helmer

John P. Helmer, President

SHORT ASSIGNMENT OF MORTGAGE

FROM

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

TO

H. ALLEN MEZGER, ASSIGNEE

THIRD ELECTION DISTRICT

BLOCK No.

ANNE ARUNDEL COUNTY

Received for Record ..... at ..... o'clock ..... M. Same day

Recorded in Liber ..... No. .....

Folio ..... etc., one of the Anne Arundel County Records of Baltimore City and examined.

Per ..... Clerk.

1957 SEP 27 AM 9:01

RECORDED IN LIBER GTO No. 1002 FOLIO 454

GEO. I. CROMWELL CLERK

ANNE ARUNDEL COUNTY

LAND RECORDS OF

RECORDED IN LIBER GTO

6-48

MORTGAGE B (2)

LIBER 110 PAGE 97

From:

Virgil Anderson Broadwater
and
Virginia Thedia Broadwater,
his wife

To:

Arundel Federal Savings and
Loan Association of Baltimore
City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 21 Day
of FEB 1956, at 10:45 A.M.
and the same day recorded in Liber
G.T.C. No. 1002 Fol. 449 Land
Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

P.D. 5.00

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
200 WEST SARATOGA STREET
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

LIBER 110 PAGE 98 Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

H. Allen Mezger, Assignee

vs.

Virgil Anderson Broadwater and Virginia Thedia Broadwater, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

Equity No. 12,541

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 10th day of March 1958

E. Jane Rusinek *Notary Public*

My Commission Expires May 4th, 1959.

FILED
1958 MAR 14 AM 9:06

9

STATEMENT OF MORTGAGE CLAIM

LIBER 110 PAGE 99

H. Allen Mezger, Assignee

vs.

Virgil Anderson Broadwater and

Virginia Thedia Broadwater, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 12,541

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 8,450.00
Less - Total amount paid on account of Principal	$ 135.43	
Expense Account Plus Credit	31.68	103.75
Net Balance		$ 8,346.25
Plus accumulated interest to March 31st, 1958 (with interest thereafter at rate of 6% per annum)		83.36
Total amount of Mortgage Indebtedness		$ 8,429.61

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

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

COUNTY OF ANNE ARUNDEL

STATE OF MARYLAND, ~~BALTIMORE~~ Sct.

I HEREBY CERTIFY, That on this 10th day of March in the year nineteen hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for said ~~BALTIMORE~~ 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,

E. Jane Rosinek Notary Public.

My Commission Expires May 4, 1959.

FILED

1958 MAR 14 AM 9:06

LIBER 110 PAGE 100 Equity # 12541

Jud. 14042. Assignee LIBER 9 PAGE 252

~~MORTGAGEE OR ATTORNEYS~~ BOND

No.

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 Eight thousand four hundred and 00/100 ($8,400.00) - - - - - - - - - - - - - *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* 14th *day of* March *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* Virgil Anderson Broadwater and Virginia Thedia Broadwater *to* Arundel Federal Savings and Loan Association of Baltimore City *dated* February 20, 1956 *and recorded in Liber* GTC *No.* 1002 *folio* 449 *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 *is about to execute the power vested in him/in said mortgage;* by assignment of power

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
Carol Swann

Bond Approved this 14th day of March 1958
George T. Cromwell, Clerk

FILED
1958 MAR 14 AM 9:06

MEZGER and MEZGER
Attorneys
200 West Saratoga Street
Baltimore 1, Maryland

Assignee's Mortgage Sale

OF VALUABLE LEASEHOLD RESIDENTIAL PROPERTY

Improved with a frame approved roof dwelling located lot No. 5, Block D, of Bodkins Plains, Third Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated February 20th, 1956, from Virgil Anderson Broadwater and Virginia Thedia Broadwater, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1002, folio 449, 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

Wednesday,
March 19th, 1958
at 2:30 o'clock P.M.

ALL THAT LOT OF GROUND and premises situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lot No. Five (5), Block D, as shown on the Second Revised Plat of Bodkin Plains which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 12.

Terms of Sale: A cash deposit of 10 per cent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6% per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

H. ALLEN MEZGER,
Assignee
E. T. Newell & Co., Inc.,
Auctioneers.

M-13

LIBER 110 PAGE 101 OFFI OF

12

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 Mortgage Sale Virgil Anderson Broadwater

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 19th day of March, 1958. The first insertion being made the 20th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 20 Mar., 1958, at 10:15 a. m. 12

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Virgil Anderson Broadwater and	*	ANNE ARUNDEL COUNTY
Virginia Thedia Broadwater, his wife	*	Equity No. 12,541

* * * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 19th day of March, 1958, we sold at public auction for the highest price obtainable to Arundel Federal Savings and Loan Association of Baltimore City - - - - - - the leasehold property described as follows:

> BEING known and designated as Lot No. Five (5), Block D, as shown on the Second Revised Plat of Bodkin Plains which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 12.

at and for the price of Five Thousand ($5,000.00) Dollars, subject to an annual ground rent of Ninety ($90.00) 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.
John M. Miller, Jr., President

I/We hereby certify that I/we purchased the above 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
Henry C. Bourke, Jr., Treasurer

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

FILED

1958 MAR 26 PM 4:53

LIBER 110 PAGE 103

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Virgil Anderson Broadwater and	*	ANNE ARUNDEL COUNTY
Virginia Thedia Broadwater, his wife	*	Equity No. 12,541

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Virgil Anderson Broadwater and Virginia Thedia Broadwater, 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 Virgil Anderson Broadwater and Virginia Thedia Broadwater, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated February 20th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1002, folio 449, which mortgage was then duly assigned on September 27th, 1957, 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 Wednesday, March 19th, 1958, at 2:30 o'clock P.M. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, subject to an annual ground rent of Ninety ($90.00) Dollars, 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

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

FILED

1958 MAR 26 PM 4:53

14

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24th day of March, 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, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Report of Sale and he 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

Elaine E. Seeger, Notary Public.

My Commission Expires May 4th, 1959.

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

LIBER 110 PAGE 105

ORDER NISI

H. ALLEN MEZGER, Assignee

versus

VIRGIL ANDERSON BROADWATER and
VIRGINIA THEDIA BROADWATER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,541 Equity

Ordered, this 26 day of March, 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 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.

The report states that the amount of sale ~~was~~ was $ 5,000.00

FILED 1958 MAR 26 PM 4:53

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

H. ALLEN MEZGER, Assignee

versus

VIRGIL ANDERSON BROADWATER and
VIRGINIA THEDIA BROADWATER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of May, 1958, 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1958 MAY -6 PM 3:52

Benjamin Michaelson
Judge

16

LIBER 110 PAGE 106 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. 12,541 Equity

H. ALLEN MEZGER, Assignee
versus
VIRGIL ANDERSON BROADWATER and VIRGINIA THEDIA BROADWATER, his wife

Ordered, this 26th day of March, 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 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.

The report states that the amount of sale was $5,000.00.

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 Sale
Eq. 12,541
Virgil Anderson Broadwater

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 May, 1958. The first insertion being made the 3rd day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. C. Tilghman

FILED

No. M. G. 14-86

1958 MAY -1 PM 2:09

17

In the Case of LIBER 110 PAGE 107

H. Allen Mezger,
Assignee
vs.
Virgil Anderson Broadwater
and
Virginia Thedia Broadwater, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,541 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. Fickling
Auditor

FILED
1958 MAY 22 AM 9:12

Dr.

H. Allen Mezger, Assignee vs. Virgil Anderson Broadwater and Virginia Thedia Broadwater, 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	42	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	33	60		
E.T. Newell & Co., Inc. -auctioneer's fee	25	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	123	12
To Assignee for Taxes, viz: 1958 State and County taxes ($120.05)- adjusted - 78 days	25	66	25	66
To Assignee for Ground Rent, viz: Semi-annual ground rent due 1/29/58	45	00		
Semi-annual ground rent due 7/29/58 - adjusted to 3/19/58 - 1 month 19 days	12	25		
			57	25
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	4,512	47	4,512	47
			5,000	00
Amount of mortgage claim filed	8,429	61		
Cr. Amount allowed above	4,512	47		
Balance subject to decree in personam	3,917	14		

19

with

H. Allen Mezger, Assignee

Cr.

1958				
Mar.	19	Proceeds of Sale	5,000 00	5,000 00
			5,000 00	

LIBER 110 PAGE 110

ORDER NISI

H. Allen Mezger,
Assignee
VERSUS
Virgil Anderson Broadwater
and
Virginia Thedia Broadwater,
his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,541 Equity.

ORDERED, This 22nd 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 30th 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 30th day of June next.

George T. Cromwell, Clerk

FILED
1958 MAY 22 AM 9:12

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2d day of July, 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~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 JUL -3 PM 12:30

Bernard Mezger
Judge

21

LIBER 110 PAGE 111 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. 12,541 Equity

H. ALLEN MEZGER, Assignee
Versus
VIRGIL ANDERSON BROADWATER and
VIRGINIA THEDIA BROADWATER, his wife

Ordered, this 22nd 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 by the contrary be shown on or before the 30th 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 30th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Ju-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 2, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,541

Auditor account

Virgil Anderson Broadwater.

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 30th day of June, 1958 The first insertion being made the 29th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUL -2 PM 1:55

By M. Tilghman

No. M. G. 3110

22

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MD.

EQUITY NO. 12,562

RICHARD G. LEGOULLON AND- 5814 Upland Road,
ARA M. LEGOULLON, HIS WIFE-Baltimore-25-Maryland

COMPLAINANTS

VS

HENRY J. WOLF AND . . . . -3116 E. Monument Street
FLORENCE A. WOLF, HIS WIFE-Baltimore-24-Maryland
THEIR HEIRS AND NEXT OF KIN AND ALL OTHER PERSONS CLAIMING BY, THROUGH OR UNDER THEM TO HAVE ANY INTEREST IN LOTS 24-26-28-30 AND 32, BLOCK 17, WOODLAWN HEIGHTS, SHOWN ON PLAT GW 60, FOLIO 50.

RESPONDENTS

LIBER 110 PAGE 112

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants respectfully show:

1. That by Deed dated August 2, 1946, Thomas W. Davis, Treasurer, and the County Commissioners of Anne Arundel County conveyed to Richard G. LeGoullon and Ara M. LeGoullon, his wife, (among other lots) Lots 24-26-28-30 and 32, Block 17, Woodlawn Heights, as shown on Plat filed among the Land Records of Anne Arundel County in Liber GW 60, Folio 79, which Deed is recorded among the aforesaid Land Records in Liber JHH 375, Folio 463, a copy of which is attached hereto marked "Complainants' Exhibit No. 1" and prayed to be taken as a part hereof. Also see Plat GW 60, Folio 50.

2. That the County Commissioners acquired their interest in said lots by the purchase at public sale of said lots sold by James A. Walton, County Treasurer, on Sept. 11, 1943, for the sum of $22.28, which lots were erroneously sold as "Three Lots, Woodlawn Heights" in the name of H. J. Wolfe, whereas by Deed dated March 18, 1910, The Arundel Realty Company and The Annapolis Savings Institution conveyed to Henry J. Wolf and Rosa C. Wolf, his wife, Lots 24-26-28-30 and 32, Block 17, Woodlawn Heights, recorded among the Land Records of Anne Arundel County in Liber 73, Folio 38; being part of the ground which by Deed dated April 19, 1909 and recorded among the aforesaid Land Records in Liber GW 60, Folio 79, was conveyed by

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1958 MAR -4 AM 10:40

The Maryland Electric Railways, Fidelity Trust, et al, to the said Arundel Realty Company. See Plat recorded among the aforesaid Land Records in Liber GW 60, Folio 50.

3. That Complainants have learned that Rosa C. Wolf departed this life about the year 1939 and the said Henry J. Wolf intermarried with one Florence A. Wolf, who is made a party hereto.

4. On the 25th day of February , 1958, Joseph H. Griscom, Sr., Treasurer and Collector of Anne Arundel County, issued Tax Sale Certificate No. 1187 to the County Commissioners of Anne Arundel County, in accordance with Article 81, Section 89-I of the Annotated Code of Maryland (1943 Supplement), as Amended. Said Certificate ~~by proper assignment was transferred to the Complainants herein~~ is attached hereto and marked "Complainants' Exhibit No. 2" and prayed to be taken as a part hereof.

5. That on the date of sale, as above set forth, the said lots were assessed to H. J. Wolfe, according to the Tax Rule, the Equity and Orphans' Court records of Anne Arundel County.

6. To redeem the lots, it is necessary that the defendants pay the sum set forth in above Paragraph 2, together with interest from the date of sale, all taxes, penalties, etc. accruing subsequent to the date of sale, and reimburse the Complainants for amounts due under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland (1943 Supplement) as Amended.

7. Said properties have not been redeemed by any party of interest although more than one year and day from the date of sale has expired.

8. The Complainants pray for process directed to the above named Respondents: Henry J. Wolf and Florence A. Wolf, His Wife, 3116 E. Monument Street, Baltimore-24-Maryland, Their heirs and next of kin and all other persons claiming by, through or under them to have any interest in Lots 24-26-28-30 and 32, Block 17, Woodlawn Heights, shown on Plat GW 60, Folio 50. A copy of this Bill of Complaint has been mailed to each of the aforesaid Respondents, Henry J. Wolf and Florence A. Wolf, His Wife, at the aforesaid addresses-3116 E. Monument Street, Balto.-24-Md.

2

9. The Complainants pray for an Order of Publication directed to all parties of interest.

10. The Complainants pray the Court to pass a final Decree, foreclosing all rights of redemption of the Respondents, their heirs and assigns, in and to the aforesaid properties.

AND, as in duty bound, etc.

Richard G. LeGoullon

Richard G. LeGoullon, Complainant

Ara M. LeGoullon

Ara M. LeGoullon, Complainant

Frankie Wilson

Frankie Wilson, Solicitor for Complainants
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 3RD day of MARCH 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Richard G. LeGoullon and Ara M. LeGoullon, his wife, the Complainants in the above named Bill of Complaint, and made oath in due form of law that the matters and facts set forth therein are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Frankie G. Wilson

Notary Public

LIBER 110 PAGE 115

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 12,562

RICHARD G. LEGOULLON AND
ARA M. LEGOULLON, HIS WIFE-5814 Upland Road, Balto.-25-Maryland
COMPLAINANTS

VS

HENRY J. WOLF AND
FLORENCE A. WOLF, HIS WIFE-3116 E. Monument St., Balto.-24-Md.
ET AL
RESPONDENTS

- -

COMPLAINANTS EXHIBIT NO. 1

MR. CLERK:

Please file.

Frankie Wilson

Frankie Wilson, Solicitor for
Complainants
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland.

FILED

1958 MAR -4 AM 10:40

4

No title examination.

THIS DEED, Made this 21st day of August, 1946, by and between Thomas W. Davis, Treasurer of Anne Arundel County, party of the first part, County Commissioners of Anne Arundel County, a body corporate, party of the second part, "GRANTORS", and Richard G. LeGoullon and Ara M. LeGoullon, his wife, parties of the third part, "GRANTEES": all of Anne Arundel County, State of Maryland.

WHEREAS, Clifton T. Hastings, defaulted in the payment of State, County and School taxes for the year 1942 and prior thereto, and James A. Walton, Late Treasurer of Anne Arundel County, sold Lots 26 and 27 in Block "A", Arundel Manor, at a public tax sale held on October 11, 1943, unto Richard G. LeGoullon, he being the highest bidder therefor, and

Ex + dd to Richard G. LeGoullon 2-26-47

J.H.H. No. 375.

WHEREAS, the said tax sales proceedings are recorded in Tax Sales No. 6354, and

WHEREAS, Henry J. Wolfe, defaulted in the payment of State, County and School taxes for the year 1942, and prior thereto, and James A. Walton, Late Treasurer of Anne Arundel County sold certain lots at Woodlawn Heights, at a public tax sale held on October 11, 1943, unto Richard G. LeGoullon, he being the highest bidder, therefor, and

WHEREAS, the said tax sales proceedings are recorded in Tax Sales No. 6368, and

WHEREAS, Jacob F. Welsh, also known as Frederick J. Welsh, defaulted in the payment of State County and School taxes for the year 1942, and prior thereto, and James A. Walton, Late Treasurer of Anne Arundel County, sold lots 1-3-5-7 in Block 29, Woodlawn Heights, at a public tax sale held on October 11, 1943, unto Richard G. LeGoullon, he being the highest bidder therefor, and

WITNESSETH: That for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the said Grantors do grant and convey unto the said Richard G. LeGoullon and Ara M. LeGoullon, his wife, as tenants by the entireties, the survivor, his or her heirs and assigns, in fee simple, all those lots of ground in the Fifth Election District of Anne Arundel County, Maryland, and described as follows:

DESCRIPTIONS:

1. BEING Lots Nos. 26 and 27 Block "A", Arundel Manor, as shown on a plat of Arundel Manor recorded among the Plat Records of Anne Arundel County in Plat Book W.M.W. No. 1, folio 350 Sec. 4: and being the same property which Clifton T. Hastings acquired from Rose August, by deed dated October 20, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 22, folio 170.

2. BEING Lots Nos. 24-26-28-30 and 32, in Section 17, Woodlawn Heights, as shown on a plat of said development recorded among the Land Records of Anne Arundel County in Liber C.W. 60, folio 79, and the same lots in Liber G.W. 73, folio 38.

3. BEING Lots Nos. 1-3-5-7-, in Block 29, as shown on the Plat of Woodlawn Heights, and being also the same property described in a deed from Arundel Realty Co. to Jacob F. Welch and Minnie Welch, his wife, by deed dated June 19, 1909, and recorded among the Land Records of Anne Arundel County in Liber GW 73, folio 3.

TOGETHER with the buildings and improvements thereon and all and every the rights, alleys, ways, waters, roads, privileges, appurtenances and advantages 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 Richard G. LeGoullon and Ara M. LeGoullon, his wife, as tenants by the entireties, the survivor, his or her heirs and assigns in fee simple.

WITNESS the hands and seals of said grantors.

Witness:

MARY M. HOFF

THOS. W. DAVIS (SEAL)
Treasurer of Anne Arundel County
County Commissioners of Anne Arundel County, a body corporate.

R. HARRY ARNOLD (CORPORATE SEAL)

By JOHN J. LEVAY
President of the Board

J.H.H. No. 375. 465

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit.

I HEREBY CERTIFY, that on this 21st day of August, 1946, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas W. Davis, Treasurer of Anne Arundel County, and John J. Levay, President of the Board of County Commissioners of Anne Arundel County, a body corporate, and they acknowledged the foregoing deed to be their act.

WITNESS my hand and Notarial Seal.

MARY M. HOFF

NOTARY PUBLIC

(NOTARIAL SEAL)

Recorded - 22nd August, 1946 at 2 P.M.

LIBER 110 PAGE 119

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J.H.H. No. 375, folio 463, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 28th. day of February, 1958.

George T. Cromwell, Clerk

George T. Cromwell, Clerk

8

COMPLAINANTS EXHIBIT No. 2

LIBER 110 PAGE 120

1187

CERTIFICATE OF TAX SALE

No. 12,562 Equity

I, Joseph H. Griscom 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 11, 1943, I sold to R. G. Le Boullon at public auction for the sum of 22. 28/100 Dollars and ..... Cents, of which 22. 28/100 Dollars has been paid as a deposit on the property in District # 5 described as 3 lots situated at Woodlawn Heights

and assessed to H. J. 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 12, 1944, 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 25th day of February 1958

Joseph H. Griscom Sr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 25th day of ~~October~~ February 1958, 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,

~~February 27, 1958~~

~~[illegible]~~

Lillian C. Carter
Notary Public.

My Commission Expires May 4, 1959

FILED

1958 MAR -4 AM 10:40

9

LIBER 110 PAGE 121

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 12562

RICHARD G. LEGOULLON AND
ARA M. LEGOULLON, HIS WIFE-5814 Upland Road, Balto.-25-Maryland.
COMPLAINANTS

VS

HENRY J. WOLF AND
FLORENCE A. WOLF, HIS WIFE-3116 E. Monument Street, Balto.-24-Md.

THEIR HEIRS AND NEXT OF KIN AND ALL OTHER PERSONS CLAIMING BY, THROUGH OR UNDER THEM TO HAVE ANY INTEREST IN LOTS 24-26-28-30 AND 32, BLOCK 17, WOODLAWN HEIGHTS, SHOWN ON PLAT GW 60, FOLIO 50.
RESPONDENTS

- -

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Fifth Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to Complainants herein by the County Commissioners of Anne Arundel County: Lots 24-26-28-30 and 32, Section 17, Woodlawn Heights, as shown on Plat filed among the Land Records of Anne Arundel County in Liber GW 60, Folio 79, which Deed is recorded among the aforesaid Land Records in Liber JHH 375, Folio 463; see also Plat GW 60, Folio 50.

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 has expired.

IT IS THEREUPON, this 4 day of March 1958, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by 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 parties interested in said lots to be and appear in this Court by the 7 day of May 1958 and redeem the property and answer the Bill of Complaint or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property, investing in the Complainants a title free and clear of all encumbrances.

George T. Cromwell
Clerk

FILED
1958 MAR -4 AM 10:40

10

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
EQUITY NO. 12,562

RICHARD G. LEGOULLON and ARA M. LEGOULLON, his wife
5814 Upland Road
Balto. 25, Maryland
Complainants

versus

HENRY J. WOLF and FLORENCE A. WOLF, his wife
3116 E. Monument Street
Balto. 24, Maryland
THEIR HEIRS AND NEXT OF KIN AND ALL OTHER PERSONS CLAIMING BY, THROUGH OR UNDER THEM TO HAVE ANY INTEREST IN LOTS 24-26-28-30 AND 32, BLOCK 17, WOODLAWN HEIGHTS, SHOWN ON PLAT GW 60, FOLIO 50.
Respondents

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Fifth Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to Complainants herein by the County Commissioners of Anne Arundel County: Lots 24-26-28-30 and 32, Section 17, Woodlawn Heights, as shown on Plat filed among the Land Records of Anne Arundel County in Liber GW 60, Folio 79, which Deed is recorded among the aforesaid Land Records in Liber J.H.H. 375, Folio 463; see also Plat GW 60, Folio 50.

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 has expired.

IT IS THEREUPON, this 4th day of March, 1958, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by 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 parties interested in said lots to be and appear in this Court by the 7th day of May, 1958 and redeem the property and answer the Bill of Complaint or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property, investing in the Complainants a title free and clear of all encumbrances.

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

M-27

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 110 PAGE 122

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 21, 1958

We hereby certify, that the annexed

Order of Publication

Eq. No. 12,562 Property

Henry J. Wolf

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 May, 1958. The first insertion being made the 6th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 APR 22 PM 2:41

By [illegible]

LIBER 110 PAGE 123

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Equity No. 12,562

RICHARD G. LeGOULLON
and
ARA M. LeGOULLON, His wife,
5814 Upland Road,
Baltimore - 25 - Maryland,

COMPLAINANTS,

vs.

HENRY J. WOLF
and
FLORENCE A. WOLF, his wife,
3116 East Monument Street,
Baltimore - 24 - Maryland.

RESPONDENTS.

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 26th day of May, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in ans for Anne Arundel County, personally appeared Frankie Wilson, Solicitor in the above-entitled cause, and deposes and says as follows:

1. That a copy of the Bill of Complaint was mailed to each of the defendants, and forwarded via the United States Certified Mail, the two receipt Nos. 3377424 (Henry J. Wolf) and 3377425 (Mrs. Florence A. Wolf) of the Postoffice of Glen Burnie, Maryland, being filed herewith; that said letters were returned by the Postoffice of Glen Burnie, marked "Moved, no address," which said original letters are filed herewith, as exhibits.

2. That a certified copy of death certificate of Henry J. Wolf, from the Health Department of the City of Baltimore, Maryland, is herewith filed.

3. That before filing said Bill of Complaint, the affiant made a personal visit to the former address of Henry J. Wolf and Florence A. Wolf, and inquired of four neighbors of the whereabouts of the widow, the said Florence A. Wolf, but could learn nothing of her present whereabouts except that she had moved away after the death of her husband; that city and telephone directories were consulted without success.

AS WITNESS my hand and Notarial Seal.

Frankie Wilson
Frankie Wilson, Solicitor
25 Baltimore-Annapolis Blvd.,N.W.,
Glen Burnie, Maryland

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public

VIVIAN D. SCHAUMLOEFFEL NOTARY PUBLIC Anne Arundel County, Md. MAY 22 1958

12

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 12,562

LIBER 110 PAGE 124

RICHARD G. LEGOULLON AND
ARA M. LEGOULLON, HIS WIFE-5814 Upland Road, Balto.-25-Maryland
COMPLAINANTS

VS

HENRY J. WOLF AND
FLORENCE A. WOLF, HIS WIFE-3116 E. Monument St., Balto.-24-Md.
ET AL RESPONDENTS

- -

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Complainants, by Frankie Wilson, their Attorney, respectfully shows:

1. That two "non ests" have been returned against the following Defendants: Henry J. Wolf and Florence A. Wolf, His Wife.

2. That an Affidavit has been filed in this cause.

WHEREAS your Petitioner prays that the Bill of Complaint be entered Pro Confesso against the said Defendants.

Frankie Wilson

Frankie Wilson, Solicitor for Complainants
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland.

FILED

1958 MAY 27 PM 1:16

13

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MD.

EQUITY NO. 12,562 LIBER 110 PAGE 125

RICHARD G. LEGOULLON AND - 5814 Upland Road
ARA M. LEGOULLON, HIS WIFE - Baltimore-25-Maryland
COMPLAINANTS.

VS

HENRY J. WOLF AND - 3116 E. Monument Street
FLORENCE A. WOLF, HIS WIFE - Baltimore-24-Maryland

THEIR HEIRS AND NEXT OF KIN AND ALL OTHER PERSONS CLAIMING BY, THROUGH OR UNDER THEM TO HAVE ANY INTEREST IN LOTS 24-26-28-30 AND 32, BLOCK 17, WOODLAWN HEIGHTS, SHOWN ON PLAT GW 60, FOLIO 50.
RESPONDENTS.

- -

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that two non ests have been returned against the defendants, as set forth in paragraph 1 of the above petition, and that an affidavit has been filed in this cause, as mentioned in paragraph 2 of said petition, and that by Order of Publication, it further appearing that the said defendants above mentioned was duly notified by Order of Publication and that the Order of Publication heretofor issued has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, and the defenants having failed to appear, either in person or by solicitor, and answer the Bill of Complaint against them.

IT IS, THEREFORE, This 28th day of May, 1958, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the said Bill of Complaint be, and the same is hereby taken pro confesso against said defendants.

Matthew S. Evans
Judge

FILED

1958 MAY 28 PM 3:06

14

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MD.

EQUITY NO. 12,562

LIBER 110 PAGE 126

RICHARD G. LEGOULLON AND ARA M. LEGOULLON, HIS WIFE - 5814 Upland Road Baltimore-25-Maryland
COMPLAINANTS

VS

HENRY J. WOLF AND FLORENCE A. WOLF, HIS WIFE - 3116 E. Monument Street Baltimore-24-Maryland

THEIR HEIRS AND NEXT OF KIN AND ALL OTHER PERSONS CLAIMING BY, THROUGH OR UNDER THEM TO HAVE ANY INTEREST IN LOTS 24-26-28-30 AND 32, BLOCK 17, WOODLAWN HEIGHTS, SHOWN ON PLAT GW 60, FOLIO 50.
RESPONDENTS

DECREE

This cause standing ready for hearing and 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 69 to 121 of the Annotated Code of Maryland, 1951 Edition.

IT IS THEREUPON THIS 1st day of July, 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the defendants, Henry J. Wolf and Florence A. Wolf, their heirs and next-of-kin, be barred and foreclosed.

2. That an absolute and indefeasible title in fee simple to said property, free and clear of all alienations and dissents occuring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to date of sale and the public assessments to which the same are subject) be, and the same is, hereby vested in the Complainants.

3. That upon payment to them of the balance, if any, due on the purchase price, 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 Complainants.

4. That the Complainants shall pay the costs of these proceedings.

Benjamin Michaelson
Judge

FILED
1958 JUL -1 PM 1:24

15

LIBER 110 PAGE 127

HAZEL H. HARWOOD 4200 Cathedral Avenue Washington 16, D.C.	*	IN THE
and	*	CIRCUIT COURT
HAROLD S. HARWOOD, JR., and JOAN V. HARWOOD, his wife, 1706 N. Uhle Street Arlington, Virginia	*	FOR
and	*	
VIRGINIA CAROLYN HARWOOD BUSH and RICHARD BUSH, her husband, 1607 Marburg Road Bethesda, Maryland	*	ANNE ARUNDEL COUNTY
Plaintiffs	*	No. 12,333 - Equity
vs.	*	
VIOLET M. HARWOOD and JEFFREY SCOTT HARWOOD, INFANT, Dorchester Apartments 2480 - 16th Street, N.W. Washington, D.C.	*	
Defendants	*	

* * * * *

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

Your orators, by their attorneys, McWilliams & Melvin, complaining, say:

1. That by deed dated 16 October 1951, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 685, folio 55, your oratrix Hazel H. Harwood and her then husband, Harold S. Harwood, acquired the fee simple title, as tenants in common, in and to all that lot or parcel of ground located in the Second Election District of Anne Arundel County, Maryland, known as Lot No. 4, Section 4, on a plat of Bay Ridge, said plat being recorded among the Land Records of Anne Arundel County; a duly certified copy of said deed is herewith filed as a part hereof, marked "Plaintiffs' Exhibit A".

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1957 SEP 23 AM 10:47

2. That on 5 November 1951 your oratrix Hazel H. Harwood and Harold S. Harwood were divorced and the bonds of matrimony between them were dissolved.

3. That on 9 January 1955 the said Harold S. Harwood departed this life intestate in Washington, D.C., leaving as his only heirs at law the following persons, all of whom are parties to this cause:

(a) His widow, Violet M. Harwood, with whom he had inter-married after the aforesaid divorce from Hazel H. Harwood.

(b) Harold S. Harwood, Jr., his son, who is married to Joan V. Harwood.

(c) Virginia Carolyn Harwood Bush, his daughter, who is married to Richard Bush.

(d) Jeffrey Scott Harwood, his son, an infant, whose mother is the aforesaid Violet M. Harwood.

4. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein, and that, in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests.

5. That at the time of his death the said Harold S. Harwood owned no personal estate in the State of Maryland as far as is known to your orators.

To the end, therefore:

(1) That a decree may be passed for the sale of the said real estate, and providing for at least 90 days notice to creditors.

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(2) That the proceeds of said sale may be distributed among the parties to this cause according to their respective rights.

(3) That your orators may have such other and further relief as their case may require.

AND, as in duty bound, etc.

McWILLIAMS & MELVIN

By Ridgely P. Melvin, Jr.
Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
(Phone: CO 3-2658)
Attorneys for Plaintiffs

Hazel H. Harwood
Hazel H. Harwood
Plaintiff

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LIBER 110 PAGE 130 LIBER 685 PAGE 55 No. 12,333 Equity

THIS DEED made this 16th day of October, 1951, by and between ALBERTA F. RUSACKAS, Trustee, party of the first part hereinafter referred to as "GRANTOR", and HAZEL H. HARWOOD and HAROLD S. HARWOOD, her husband, parties of the second part hereinafter referred to as Grantees, all of Washington, D. C., witnesseth:

WHEREAS Hazel H. Harwood and Harold S. Harwood, her husband, have this day granted and conveyed unto the said Alberta F. Rusackas, Trustee, the hereinafter described property in special trust and confidence nevertheless, that she should immediately reconvey the same to Hazel H. Harwood and Harold S. Harwood, her husband, as tenants in common, in fee simple absolute, and

WHEREAS in carrying out this special trust and confidence in the said Alberta F. Rusackas, Trustee, this deed is executed.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Alberta F. Rusackas, Trustee, does hereby grant and convey unto Hazel H. Harwood and Harold S. Harwood, her husband, as tenants in common, their heirs and assigns, in fee simple absolute, the following described property:

ALL that lot or parcel of ground located in the Second Election District of Anne Arundel County, Maryland, known as Lot No. 4 , Section 4 on a Plat of Bay Ridge, said Plat being recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 3, Folio 13; subject to an easement over a five-foot strip to the rear of said Lot.

BEING the same property that was conveyed to Hazel H. Harwood and Harold S. Harwood, her husband, as tenants by the entirities, by Wilbur R. Dulin, Trustee, by Deed dated the 31st of November, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.A. No. 339, Folio 255.

TOGETHER WITH the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, and appurtenances thereto belonging or in anywise appertaining.

Examiner's Exh. #1
Harwood vs. Harwood
#12,333 Equity
[illegible] Examiner

Plaintiffs' Exhibit A

Filed
1954 - Feb 11

Filed
1957 Sept. 23

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LIBER 110 PAGE 131 LIBER 685 PAGE 56

TO HAVE AND TO HOLD the herein described property to and unto the proper use and benefit of Hazel H. Harwood and Harold S. Harwood, her husband, as tenants in common, their heirs and assigns, in fee simple absolute.

AS WITNESS the hand and seal of the said Grantor.

WITNESS:

Harry Schwartz — Harry Schwartz

Alberta F. Rusackas (SEAL)
Alberta F. Rusackas, Trustee

District of Columbia; to wit:

I HEREBY CERTIFY that on this 29th day of November, 1951, before me, the subscriber, a Notary Public in and for the District of Columbia, aforesaid, personally appeared Alberta F. Rusackas, Trustee, personally known to me as the grantor who executed the foregoing deed, and acknowledged the said deed to be her act and deed.

My Commission Expires May 31 1954

John W. Crow
Notary Public
John W. Crow

Recorded- 23rd May, 1952, at 2:20 P.M.

Plaintiffs' Exhibit A
(page 2)

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J. H. H. No. 685 No. 55, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 24th day of September, A. D., 1957.

George T. Cromwell. Clerk.

GEORGE T. CROMWELL

HAZEL H. HARWOOD 4200 Cathedral Avenue Washington 16, D.C.	*	IN THE
and	*	CIRCUIT COURT
HAROLD S. HARWOOD, JR., and JOAN V. HARWOOD, his wife, 1706 N. Uhle Street Arlington, Virginia	*	FOR
and	*	
VIRGINIA CAROLYN HARWOOD BUSH and RICHARD BUSH, her husband, 1607 Marburg Road Bethesda, Maryland	*	ANNE ARUNDEL COUNTY
Plaintiffs	*	No. 12,333 - Equity
vs.	*	
VIOLET M. HARWOOD and JEFFREY SCOTT HARWOOD, infant, Dorchester Apartments 2480 - 16th Street, N.W. Washington, D.C.	*	
Defendants	*	

* * * * *

ORDER OF PUBLICATION

The purpose of this suit is to obtain sale and division of the proceeds therefrom of certain property known as Lot No. 4, Section 4, on a plat of Bay Ridge, located in the Second Election District of Anne Arundel County, Maryland.

The Bill of Complaint states:

1. That by deed dated 16 October 1951, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 685, folio 55, Hazel H. Harwood and her then husband, Harold S. Harwood, acquired the fee simple title, as tenants in common, in and to all that lot or parcel of ground located in the Second Election District of Anne Arundel County, Maryland, known as Lot No. 4, Section 4, on a plat of Bay Ridge, said plat being recorded among the Land Records of Anne Arundel County.

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2. That on 5 November 1951 Hazel H. Harwood and Harold S. Harwood were divorced.

3. That on 9 January 1955 the said Harold S. Harwood departed this life intestate in Washington, D.C., leaving as his only heirs at law the following persons, all of whom are parties to this cause: (a) His widow, Violet M. Harwood, with whom he had intermarried after the aforesaid divorce from Hazel H. Harwood; (b) Harold S. Harwood, Jr., his son, who is married to Joan V. Harwood; (c) Virginia Carolyn Harwood Bush, his daughter, who is married to Richard Bush; and (d) Jeffrey Scott Harwood, his son, an infant, whose mother is the aforesaid Violet M. Harwood.

4. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein, and that, in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests.

5. That at the time of his death the said Harold S. Harwood owned no personal estate in the State of Maryland as far as is known to the plaintiffs.

The Bill prays that the Court decree a sale of the real estate, providing for at least 90 days notice to creditors, and that the proceeds of the sale be distributed among the parties to this cause according to their respective rights, and for such other and further relief as may be required.

IT IS, THEREUPON, this 23rd day of September 1957, by the Circuit Court for Anne Arundel County, in equity, ORDERED that the plaintiffs, by causing a copy of this Order to be inserted in

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some daily or weekly newspaper, published in Anne Arundel County, once a week for four successive weeks before the 28th day of October 1957, give notice to the said Violet M. Harwood and Jeffrey Scott Harwood, infant, and his parent or Guardian, to appear in this Court in person or by solicitor or by Guardian to be appointed by this Court, on or before the 13th day of November 1957, and to file an answer or other defense within 15 days thereafter; or in the alternative to give said notice by causing a copy of this Order and the Bill of Complaint to be personally served on said Violet M. Harwood and Jeffrey Scott Harwood, infant, and a copy thereof left with his parent or guardian, one month before the day fixed above for their appearance as aforesaid, in accordance with Section 160 of Article 16 of the Annotated Code of Maryland (1951 Edition).

George T. Cromwell

George T. Cromwell Clerk

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HAZEL H. HARWOOD and HAROLD S. HARWOOD, JR., and JOAN V. HARWOOD, his wife and VIRGINIA CAROLYN HARWOOD BUSH and RICH BUSH, her husband	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
VIOLET M. HARWOOD and JEFFREY SCOTT HARWOOD, infant, Dorchester Apartments 2480 - 16th Street, N.W. Washington, D.C.	*	No. 12,333 - Equity

* * * * *

AFFIDAVIT OF NON-RESIDENT SERVICE

DISTRICT OF COLUMBIA)
) ss.
CITY OF WASHINGTON)

JOSEPH H. WASIELEWSKI, being first duly sworn according to law, deposes and says:

That, on the 26th day of September, 1957, at 7:53 o'clock p.m., he personally served a copy of the attached Bill of Complaint and Order of Publication on each of the following respondents: Violet M. Harwood and Jeffrey Scott Harwood, infant, at Dorchester Apartments, 2480 - 16th Street, N.W., Apt. 406, Washington, D.C.; and further says that an additional copy of the said Bill of Complaint and Order of Publication was served on Violet M. Harwood, mother of said infant, at the same time and same place.

The affiant further avers and swears that he is of full legal age and has no interest whatever in the outcome of the above entitled case.

Joseph H. Wasielewski
Deputy United States Marshal ~~Affiant~~

SUBSCRIBED and sworn to before me this 27th day of September, 1957.

Irma R. Kirchmar
Notary Public

FILED
1957 OCT 17 PM 1:43

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LIBER 110 PAGE 137

HAZEL H. HARWOOD
4200 Cathedral Avenue
Washington 16, D. C.

and

HAROLD S. HARWOOD, JR., and
JOAN V. HARWOOD, his wife,
1706 N. Uhle Street
Arlington, Virginia

and

VIRGINIA CAROLYN HARWOOD BUSH
and RICHARD BUSH, her husband,
1607 Marburg Road
Bethesda, Maryland

Plaintiffs

vs.

VIOLET M. HARWOOD and
JEFFREY SCOTT HARWOOD, INFANT
Dorchester Apartments
2460 - 16th Street, N. W.
Washington, D. C.

Defendants.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,333 Equity

ANSWER OF DEFENDANT, VIOLET M. HARWOOD

To the Honorable, the Judges of said Court:

The answer of the defendant, Violet M. Harwood, by Welsh, Dyer and Lancaster, her attorneys, respectfully shows unto Your Honors as follows:

1.-5. This defendant admits the allegations contained in Paragraphs 1 to 5 of the bill of complaint.

And as in duty bound, etc.

WELSH, DYER AND LANCASTER

By: _____

Attorneys for Defendant, Violet M. Harwood
35th Place at Hamilton Street
Hyattsville, Maryland
APPLETON 7-5400

I HEREBY CERTIFY that a copy of the aforegoing answer was mailed by me, postage prepaid, to McWilliams and Melvin, attorneys for the plaintiffs, at their address, 212 Duke of Gloucester Street, Annapolis, Maryland, this 4th day of November, 1957.

_____

Filed 5 Nov., 1957, at 9:15 a. m.

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HAZEL H. HARWOOD 4200 Cathedral Avenue Washington 16, D.C.	*	
and	*	
HAROLD S. HARWOOD, JR., and JOAN V. HARWOOD, his wife 1706 N. Uhle Street Arlington, Virginia	*	
and	*	IN THE
VIRGINIA CAROLYN HARWOOD BUSH and RICHARD BUSH, her husband 1607 Marburg Road Bethesda, Maryland	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	No. 12,333 Equity
VIOLET M. HARWOOD and JEFFREY SCOTT HARWOOD, INFANT Dorchester Apartments 2460 - 16th Street, N.W. Washington, D.C.	*	
*	*	*

PETITION FOR APPOINTMENT

OF GUARDIAN AD LITEM

TO ANSWER FOR INFANT

To the Honorable, the Judges of said Court:

The Petition of the Plaintiffs in the above cause respectfully represents:

That the infant defendant, Jeffrey Scott Harwood, in said cause has been duly returned summoned, but being an infant he cannot answer and defend this suit for himself, and said infant has no guardian within the jurisdiction of this Court to answer and defend the suit for him.

FILED

1957 DEC -4 AM 9:44

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Your Petitioner therefore prays your Honor to appoint a guardian ad litem to appear and answer for said infant.

And as in duty bound, etc.

McWilliams and Melvin

per Ridgely P. Melvin, Jr.
Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
COlonial 3-2658
Attorney for Plaintiffs

O R D E R

Upon the aforegoing Petition it is thereupon ORDERED on this 4th day of December, 1957, by the Circuit Court for Anne Arundel County, that George Crowley be, and is hereby appointed guardian ad litem to appear and answer for Jeffrey Scott Harwood, infant defendant in the above cause.

Matthew S. Brown
Judge

I HEREBY CERTIFY that a copy of the aforegoing Petition and Order was mailed to Welsh, Dyer and Lancaster, attorneys for Defendant, VIOLET M. HARWOOD at their address, 35th Place at Hamilton Street, Hyattsville, Maryland, this 5th day of December 1957.

Ridgely P. Melvin, Jr.

FILED
1957 DEC -5 AM 10 12

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HAZEL H. HARWOOD 4200 Cathedral Avenue Washington 16, D.C.	*	
and	*	
HAROLD S. HARWOOD, JR., and JOAN V. HARWOOD, his wife, 1706 N. Uhle Street Arlington, Virginia	*	
and	*	
VIRGINIA CAROLYN HARWOOD BUSH and RICHARD BUSH, her husband, 1607 Marburg Road Bethesda, Maryland	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Plaintiffs	*	
vs.	*	No. 12,333 Equity
VIOLET M. HARWOOD and JEFFREY SCOTT HARWOOD, INFANT Dorchester Apartments 2460 - 16th Street, N.W. Washington, D.C.	*	
Defendants	*	

ANSWER OF INFANT BY GUARDIAN AD LITEM

The Answer of Jeffrey Scott Harwood, infant, by GEORGE CROWLEY, guardian ad litem, duly appointed by order of this Court, to the Bill of Complaint against him in this Court exhibited.

This defendant, being an infant, cannot admit any of the matter and things in said bill alleged, and submits his rights thereunder to the protection of this Court.

And as in duty bound, etc.

George J. Crowley
Guardian ad litem for
Jeffrey Scott Harwood, infant

FILED
1957 DEC -9 AM 11:39

14

I HEREBY CERTIFY that a copy of the aforegoing answer was mailed by me, to Welsh, Dyer and Lancaster, attorneys for the defendant, Violet M. Harwood, at their address, 35th Place at Hamilton Street, Hyattsville, Maryland, this 9th day of December 1957.

Ridgely P. Melvin

HAZEL H. HARWOOD, et al	:	IN
Plaintiffs	:	THE CIRCUIT COURT
vs.	:	FOR
VIOLET M. HARWOOD, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 12,333 EQUITY

:::::::::::

TESTIMONY ON BEHALF OF PLAINTIFFS

January 30, 1958
&
February 4, 1958

Present:

Mr. Ridgely P. Melvin, Jr., Solicitor for Plaintiffs

Mr. Carlyle Lancaster, Solicitor for Defendants

Mr. Malcolm B. Smith, Court Examiner

Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

T. Carroll Worthington, pages 2 - 4

Hazel Harwood, pages 5 - 8

Fred E. Voges, pages 9 - 11

FILED
1958 FEB 11 AM 9:51

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. Will you please state your full name?

A. T. Carroll Worthington.

2. Your occupation?

A. Realtor.

3. How long have you been engaged in that occupation?

A. Since 1923.

4. Has that been in Anne Arundel County?

A. In Anne Arundel County.

5. Are you generally familiar with property values in Anne Arundel County?

A. I am.

6. Are you familiar with the property known as Lot No. 4, of Section 4, as shown on the plat of Bay Ridge?

A. I am.

7. Where is that property located?

A. It is located on River Drive, No. 24 River Drive, Bay Ridge.

8. Will you describe the size of the lot and the improvements thereon?

A. The lot averages 75' x 152' and faces the river. It's a one and a half story frame, composition roof, clapboard house, with full basement, has hot air heat, fired by coal, electric hot water heater, tubs and shower, and has a well and septic tank. The first floor has a living room with fireplace, kitchen, pantry, two bedrooms, glassed in porch, and bath. It also has front

and side porch which are screened. The second floor, two bedrooms and a bath. It has single pine floors and the water pipes are old iron and they do have BX cable for the electric fixtures. The house is badly in need of repair and paint.

9. In your opinion is this property susceptible of partition in kind among the parties to this suit?

A. It is not.

10. Why do you say that?

A. Well it couldn't be divided among the number of heirs.

11. In your opinion would it be to the best interest of the parties in this suit, particularly the infants involved, that this property be sold and the proceeds divided among the parties?

A. In my opinion it should be handled that way.

12. Did you make an appraisal of this property?

A. I did.

13. Now what in your opinion is a fair market price for the property?

A. The fair market price for that property at this time is eleven thousand nine hundred ($11,900.00) dollars.

14. Of that value, $11,900.00, what part do you put on the land alone?

A. In my opinion the fair market value of the lot is three thousand ($3,000.00) dollars.

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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..... [signature] .....

Hazel Harwood, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. Mrs. Harwood, would you state your full name, please?

A. Hazel Sterling Harwood.

2. Are you also known sometimes as Hazel H. Harwood?

A. Yes.

3. Are you one of the plaintiffs in this case?

A. Yes.

4. Mrs. Harwood, did you and your then husband, Harold S. Harwood, acquire title to Lot No. 4, Section 4, as shown on the plat of Bay Ridge, by Deed dated October 16, 1951, as tenants in common?

A. Yes.

5. I show you a deed between Alberta F. Rusackas, Trustee, and Hazel H. Harwood and Harold S. Harwood, her husband, Is that the deed by which you acquired title with your then husband, as tenants in common of Lot 4, Section 4, at Bay Ridge?

A. Yes.

(CERTIFIED COPY OF DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

6. Subsequent to the date of that deed, were you and Harold S. Harwood divorced?

A. Yes.

7. Now what was the date of your divorce?

A. November 5, 1951.

8. That was a final divorce?

A. Yes.

9. After your divorce did Harold S. Harwood remarry?

A. Yes.

10. Whom did he marry, if you know?

A. Violet Harwood.

11. Is that the Violet M. Harwood referred to in these proceedings as one of the defendants?

A. Yes.

12. Now is Harold S. Harwood living at the present time?

A. No.

13. When and where did he die?

A. He died in Washington in January of 1955.

14. Would that be January the 9th, 1955?

A. January the 9th, 1955.

15. To your knowledge, did he leave a will?

A. Not to my knowledge.

16. Were there any children born to you and Harold S. Harwood as a result of your marriage?

A. Yes.

17. What are their names?

A.= Harold S. Harwood, Jr., and Virginia Carolyn Harwood Bush.

18. Are they all over the age of 21?

A. Yes.

19. Are they married?

A. Yes.

20. What is Harold S. Harwood, Jr.'s wife's name?

A. Joan Voss Harwood.

21. What is Virginia Carolyn Harwood Bush's husband's name?

A. Richard F. Bush.

22. Are they all parties to these proceedings?

A. Yes.

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23. Now were there any children born to the marriage of Harold S. Harwood to Violet M. Harwood?

A. Yes.

24. How many children to your knowledge?

A. One.

25. Is that Jeffrey Scott Harwood?

A. Yes.

26. Who is also a party to these proceedings?

A. Yes.

27. And he of course, is an infant?

A. That's right.

28. In your opinion is this property, which is the subject matter of this case, susceptible of partition among the parties entitled, without material loss and injury to them?

A. No it isn't.

29. Why do you say that?

A. Because it is a house and a lot. It isn't partitionable.

30. Can you describe the general condition of the house?

A. I would say the condition was poor.

31. At the time of Harold S. Harwood's death in January of '55, did he to your knowledge have any personal property in Maryland?

A. Not to my knowledge.

(Mr. Smith)

1. Has there been any administration in the estate of Harold S. Harwood?

A. No.

(Cross-examination waived by Mr. Lancaster)

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. Hazel Harwood.....

Fred E. Voges, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. Would you state your full name, please?

A. Fred E. Voges.

2. Your occupation?

A. Realtor.

3. You have your place of business here in Annapolis, Maryland?

A. Yes, at 3 Church Circle.

4. How long have you been engaged in real estate business?

A. Nearly 25 years.

5. Are you familiar with property values in and around Anne Arundel County, particularly in the Bay Ridge area?

A. I am.

6. Did you make an appraisal of the property known as Lot No. 4, Section 4, shown on the plat of Bay Ridge?

A. I did.

7. When did you make that appraisal?

A. About two weeks ago.

8. Will you describe briefly the property involved?

A. The property is know as 24 River Drive at Bay Ridge. The lot has an average width of 75' on River Drive and an average depth of 152'. The house faces the Severn River. The improvements consist of a one and a half story frame, dwelling, with composition roof. The house has a full basement. The heating arrangement consists of a hot air, coal fired furnace which appeared to me to be in very poor condition. It was not in operation at

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the time so that I could not determine it's exact condition. The house is wire for electricity. The plumbing consists of a well and septic tank and drain field. There are tubs, an electric hot water heater and a shower in the basement. On the first floor, a living room with fireplace, kitchen and pantry, two bedrooms and bath, and a glassed in porch and a screened front and side porch. On the second floor are two bedrooms and a second bath. The construction is typical summer cottage with single pine floors and old style iron water pipes which look as though they will need replacing very shortly. The electricity is wired by BX cable. The house is in poor condition and it is badly in need of repairs and a paint job.

9. What in your opinion would be a fair market price for the property?

A. In my opinion a fair market value at this time would be eleven thousand nine hundred ($11,900.00) dollars, of which I have allocated $3,000.00 to the lot and $8,900.00 to the dwelling.

10. In your opinion is this property susceptible of partition in kind without loss and injury to the parties entitled to interest in the property?

A. It is not.

11. In your opinion would it be to the best interest of the parties, particularly the infant, that the property be sold and proceeds divided, distributed in accordance with interest?

A. In my opinion it would, yes.

(Cross examination waived by Mr. Lancaster)

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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.....Fred E. Boggs.....

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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 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 11th day of February, 1958.

Malcolm B. Smith, Examiner (SEAL)

M.S. $10.00
S.M. $ 8.00

HAZEL H. HARWOOD, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
VIOLET M. HARWOOD, et al.	*	ANNE ARUNDEL COUNTY
	*	No. 12,333 Equity
	*	
*	*	*

WAIVER OF RULE 580 (p) OF THE MARYLAND RULES

By agreement of the parties this cause is herewith submitted, and Rule 580 (p) of the Maryland Rules of Procedure are hereby waived.

McWilliams and Melvin

Per Ridgely P. Melvin, Jr.
Ridgely P. Melvin, Jr.
Attorney for Plaintiffs

Welsh, Dyer and Lancaster

Per Carlyle J. Lancaster
Carlyle J. Lancaster
Attorney for Violet M. Harwood, Defendant

George J. Crowley
George Crowley, guardian ad litem for Jeffrey Scott Harwood, Infant

FILED
1958 FEB 15 PM 12:00

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HAZEL H. HARWOOD 4200 Cathedral Avenue Washington 16, D. C.	*	
and	*	
HAROLD S. HARWOOD, JR., and JOAN V. HARWOOD, his wife, 1706 N. Uhle Street Arlington, Virginia	*	
and	*	IN THE
VIRGINIA CAROLYN HARWOOD BUSH and RICHARD BUSH, her husband 1607 Marburg Road Bethesda, Maryland	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Plaintiffs	*	No. 12,333 Equity
vs.	*	
VIOLET M. HARWOOD and JEFFREY SCOTT HARWOOD, infant Dorchester Apartments 2480-16th Street, N.W. Washington, D. C.	*	
Defendants	*	
*	*	*

D E C R E E

This cause standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon this 20th day of February 1958, by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the property mentioned in the proceedings be sold; that Carlyle J. Lancaster and Ridgely P. Melvin, Jr., be, and they are hereby, appointed co-trustees to make said sale, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court, in

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1958 FEB 20 PM 3:21

29

the penalty of Twelve Thousand Dollars ($12,000.00), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least four weeks notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, Maryland, as they sahll think proper, of the time, place, manner and terms of sale, which terms shall be Five Hundred Dollars ($500.00) cash on the day of sale and the balance in cash within ten (10) days of the Court's final ratification of said sale with interest on said balance at the rate of six per cent (6%) per annum; taxes, insurance and other expenses to be adjusted as of the date of sale; and, as soon as may be convenient after said sale the said trustees shall return to this Court a full and particular account of their proceedings relative to said sale with an annexed affidavit of the truth thereof and of the fairness of said sale; and within ten days after the Court's ratification of the sale, and on the payment of the whole purchase money, the said trustees 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, the property and estate to him, her or them sold free, clear and discharged from all claim of the parties hereto, plaintiffs, and defendants, and those claiming by, from or under them or any 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 costs of this suit and such commissions to the said trustees as this Court shall think

proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

It is further ordered that the trustees herein named shall give ninety days (90) notice to creditors as provided by Section 119 of Article 93 of the Annotated Code of Maryland (1957 Supplement).

Benjamin Nicholson
Judge

LIBER 9 PAGE 251

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 110 PAGE 157

No. 12,333 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Ridgely P. Melvin, Jr. and Carlyle J. Lancaster 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 Twelve Thousand ($12,000.00) 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 and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 21st day of February in the year of our Lord one thousand nine hundred and fifty-eight

WHEREAS, the above bounden Ridgely P. Melvin, Jr. and Carlyle J. Lancaster by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell the real estate mentioned in the proceedings

mentioned in the proceedings in the case of Hazel H. Harwood et al.

vs:

Violet M. Harwood, et al. (12,333 Equity)

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Ridgely P. Melvin, Jr. and Carlyle J. Lancaster

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them 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:

Ridgely P. Melvin, Jr. (SEAL)

Carlyle J. Lancaster (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By _____ By _____

As to Surety *Attorney-in-Fact*

Bond approved this 12th day of March, 1958

George T. Cromwell, Clerk

FILED

1958 MAR 12 PM 2:28

MD3116a—250, 2-55 139985
Trustee's Bond

32

33

GEORGE W. SCIBLE . . . LIBER 110 PAGE 158 . . . . Auctioneer

RIDGELY P. MELVIN, JR.
and
CARLYLE J. LANCASTER
Solicitors

No 12,333

TRUSTEES' SALE

OF VALUABLE

Fee Simple Property

SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AT BAY RIDGE

UNDER and by virtue of a decree of the Circuit Court for Anne Arundel County, No. 12,333 Equity, the undersigned, as Trustees, will sell at public auction at the Court House door, in the City of Annapolis, Anne Arundel County, Maryland, on

TUESDAY, MARCH 25th, 1958

AT 11:00 O'CLOCK A.M.

all that lot or parcel of ground located in the Second Election District of Anne Arundel County, known as Lot No. 4, Section 4, on a plat of Bay Ridge, said plat being recorded among the Land Records of Anne Arundel County; the improvements thereon being known as 24 River Drive, Bay Ridge.

THE PROPERTY is improved by a one and one-half story frame dwelling house with full basement.

TERMS OF SALE: Five Hundred Dollars ($500.00) cash on the day of sale and the balance in cash within ten (10) days of the Court's final ratification of said sale with interest on said balance at the rate of six per cent (6%) per annum; taxes, insurance and other expenses to be adjusted as of the date of sale.

FOR FURTHER Particulars apply to:

RIDGELY P. MELVIN, JR., Trustee,
212 Duke of Gloucester Street,
Annapolis, Maryland,

and

CARLYLE J. LANCASTER, Trustee,
35th Place at Hamilton Street,
Hyattsville, Maryland

FILED
1958 MAR 26 PM 1:58

LIBER 110 PAGE 159

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that the undersigned have or has purchased at public auction from Ridgely P. Melvin, Jr., and Carlyle J. Lancaster, Trustees, the property described in the advertisement on the reverse side hereof for the sum of $14,100.00, and the undersigned agrees or agree to comply with the terms of sale as set forth therein.

Witness our, my hands and seals this 25th day of March, 1958.

WITNESS:

R. P. Melvin, Jr. — Ronald A. Darby (SEAL)

R. P. Melvin, Jr. — Millicent C. Darby (SEAL)

This is to certify that I have this day sold at public auction, for Ridgely P. Melvin, Jr., and Carlyle J. Lancaster, Trustees, the property described in the advertisement on the reverse side hereof to Ronald A. Darby and Millicent C Darby for the sum of $14,100.00, he or they being at that price the highest bidder therefor, and I hereby certify that the sale was fairly made.

WITNESS my hand and seal this 25th day of March 1958.

WITNESS:

R. P. Melvin, Jr.

George W. Scible, Auctioneer

FILED

1958 MAR 26 PM 1:58

34

HAZEL H. HARWOOD, et al	:	
	:	IN THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
VIOLET M. HARWOOD, et al	:	
	:	No. 12,333 - Equity
	:	

TRUSTEES' REPORT OF PUBLIC SALE

To the Honorable, the Judges of said Court:

The Report of Ridgely P. Melvin, Jr. and Carlyle J. Lancaster, Trustees, appointed by a Decree of this Court, passed in the above entitled cause dated the 20th day of February 1958, to make sale of certain real estate therein mentioned, respectfully follows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said Decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Evening Capital", a daily newspaper published in Anne Arundel County, for at least four successive weeks before the day of sale, they did, pursuant to said notice attend at the Anne Arundel County Court House door, in the City of Annapolis, on the

FILED
1958 MAR 28 PM 3:06

35

25th day of March, 1958, at 11:00 A.M., and then and there proceeded to sell said property in manner following: That is to say:

Your Trustees offered at public auction to the highest bidder the property mentioned in said Decree, situated in the Second Election District of Anne Arundel County and known as Lot No. 4, Section 4, on a plat of Bay Ridge, said plat being recorded among the Land Records of Anne Arundel County; the improvements thereon being known as 24 River Drive, Bay Ridge.

And your said Trustees sold the above-described property to Ronald A. Darby and Millicent C. Darby for the sum of $14,100.00, they being at that sum the highest bidder therefor, the terms of said sale being Five Hundred Dollars ($500.00) cash on the day of sale and the balance in cash within ten (10) days of the Court's final ratification of said sale with interest on said balance at the rate of six per cent (6%) per annum; taxes, insurance and other expenses to be adjusted as of the date of sale.

Respectfully submitted.

Ridgely P. Melvin, Jr.

Carlyle J. Lancaster

AFFIDAVIT

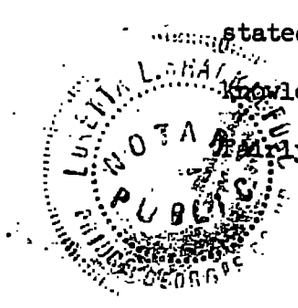
STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 27th day of March 1958, before me, the subscriber and notary public in and for the County and State aforesaid, personally appeared Ridgely P. Melvin, Jr., Trustee named in the above Report of Sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Noah A. Hillman
Notary

STATE OF MARYLAND, Prince Georges County, to wit:

I hereby certify that on this 26th day of March 1958, before me, the subscriber and notary public in and for the County and State aforesaid, personally appeared Carlyle J. Lancaster, Trustee named in the above Report of Sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.



Loretta L. Shackleford
Notary, Md.

37

ORDER NISI

HAZEL H. HARWOOD, et al

versus

VIOLET M. HARWOOD, et al

IN THE LIBER 110 PAGE 163

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,333 Equity

Ordered, this 28 day of March, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Ridgely P. Melvin, Jr., and Carlyle J. Lancaster, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3 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 3 day of May next.

The report states that the amount of sales ~~taxes~~ was $ 14,100.00

FILED 1958 MAR 28 PM 3:06

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

HAZEL H. HARWOOD, et al

versus

VIOLET M. HARWOOD, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of May, 1958 that the sale made and reported by the Trustees 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 allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

FILED 1958 MAY -9 AM 9:41

Matthew S. Evans Judge

38

RIDGELY P. MELVIN, JR.
and
CARLYLE J. LANCASTER
Solicitors

Trustee's Sale

of

VALUABLE FEE SIMPLE PROPERTY

Situate in the 2nd Election District of Anne Arundel County, Maryland at Bay Ridge

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, No. 12,333 Equity, the undersigned, as Trustees, will sell at public auction at the Court House door, in the City of Annapolis, Anne Arundel County, Maryland, on

TUES., MAR. 25, 1958 AT 11 O'CLOCK A.M.

all that lot or parcel of ground located in the Second Election District of Anne Arundel County, known as Lot No. 4, Section 4, on a plat of Bay Ridge, said plat being recorded among the Land Records of Anne Arundel County; the improvements thereon being known as 24 River Drive, Bay Ridge.

The property is improved by a one and one-half story frame dwelling house with full basement.

TERMS OF SALE: Five Hundred Dollars ($500.00) cash on the day of sale and the balance in cash within ten (10) days of the Court's final ratification of said sale with interest on said balance at the rate of six per cent (6%) per annum: taxes, insurance and other expenses to be adjusted as of the date of sale.

For further particulars apply to:
RIDGELY P. MELVIN, JR.
Trustee
212 Duke of Gloucester Street
Annapolis, Maryland
and
CARLYLE J. LANCASTER,
Trustee
35th Place at Hamilton Street
Hyattsville, Maryland
GEORGE W. SCIBLE,
Auctioneer

M-15

37

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 110 PAGE 164

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1958

We hereby certify, that the annexed

Trustee's Sale
Eq. 12,333
24 River Drive
Blondell

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 25th day of March, 1958. The first insertion being made the 22nd day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 APR 16 AM 10 47

By [illegible]

OFFICE OF

Evening Capital

LIBER 110 PAGE 165 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Notice To Creditors

This is to give notice that the subscribers, Ridgely P. Melvin, Jr., and Carlyle J. Lancaster, have been appointed trustees by the Circuit Court for Anne Arundel County to sell the real estate of

HAROLD S. HARWOOD,

late of Washington, D.C., deceased. All persons having claims against the deceased are warned to exhibit the same, with the vouchers thereof, legally authenticated, to the subscribers, on or before the

23RD DAY OF MAY, 1958;

they may otherwise by law be excluded from all benefit of said decedent's estate.

Given under our hands this 11th day of February, 1958.

RIDGELY P. MELVIN, JR.
CARLYLE J. LANCASTER
Co-Trustees
212 Duke of Gloucester Street
Annapolis, Maryland
COlonial 3-2658 M-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 21, 1958

We hereby certify, that the annexed

Notice to Creditors

Harold S Harwood

#12,333 Equity

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 23rd day of May, 1958. The first insertion being made the 22nd day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Talghman

FILED

1958 APR 22 PM 12:00

No. E.C.

40

OF CE OF

Evening Capital

LIBER 110 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. 12,333 Equity

HAZEL H. HARWOOD, et al vs. VIOLET M. HARWOOD, et al.

Ordered this 28th day of March, 1958, that the sale of the property in these proceedings mentioned, made and reported by Ridgely P. Melvin, Jr., and Carlyle J. Lancaster, Trustees, be ratified and confirmed, unless cause to the contrary thereof 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.

The report states that the amount of sale was $14,100.00.

GEORGE T. CROMWELL,
Clerk.

True Copy, Test:
GEORGE T. CROMWELL,
Clerk.
A-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 6, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,333
Hazel H. Harwood.

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 3rd day of May, 1958. The first insertion being made the 1st day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1958 MAY -8 AM 10:31

No. E.C. 1491

41

LIBER 110 PAGE 167

In the Case of

Hazel H. Harwood,
et al
vs.
Violet M. Harwood,
et al

In the

Circuit Court

For

Anne Arundel County

No. 12,333 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 28, 1958

All of which is respectfully submitted.

Laura K. Tickling
Auditor.

FILED
1958 JUN -3 PM 3:10

42

All of which is respectfully submitted.

Auditor.

ren

Dr. LIBER 110 PAGE 168 in ac.

Hazel H. Harwood, et al vs. Violet M. Harwood, et al

To Trustees for Commissions, viz:	456	94	456	94
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	68	75		
Malcolm B. Smith - Examiner's fee	10	00		
Shirley M. Miller - Stenographer's fee	8	00		
George J. Crowley - Guardian ad Litem's fee	4	00		
Auditor - stating this account	36	00	146	75
To Trustees for Expenses, viz:				
Capital-Gazette Press - publishing notice to creditors	8	00		
Capital-Gazette Press - advertising sale	51	55		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	96		
Fidelity & Deposit Co. of Md. - bond premium	48	00		
George W. Scible - auctioneer's fee	100	00		
T. Carroll Worthington - appraiser's fee	50	00		
Fred E. Voges & Co. - appraiser's fee	50	00		
Clerk of Court - certified copy of deed	1	75		
U. S. Marshall, Washington, D. C. - serving copy on defendants	6	50		
One-half Federal documentary stamps	7	98		
One-half State documentary stamps	7	97	356	71
To Trustees for Taxes, viz:				
1958 State and County taxes ($205.69)- adjusted to 3/25/58	48	53	48	53
BALANCE FOR DISTRIBUTION - $13,222.53				
43				
Distributed as follows:				
(1) To Hazel H. Harwood, tenant in common with Harold S. Harwood, deceased - one-half	6,611	27		
(2) To Heirs at Law of Harold S. Harwood, who died 1/9/55, viz:				
I. Violet M. Harwood, widow - one-sixth - $2,203.75 Less Direct inheritance tax 22.04	2,181	71		
II. Harold S. Harwood, Jr., son - One-ninth $1,469.17 Less Direct Inheritance tax 14.69	1,454	48		
III. Virginia C. H. Bush, daughter- one-ninth $1,469.17 Less Direct inheritance tax 14.69	1,454	48		

IV. Jeffrey S. Harwood, son - one-ninth	$1,469.17			
Less Direct inheritance tax	14.69	1,454	48	
To H. Stanley Clark, Register of Wills - total direct inheritance tax		66	11	13,222 53
				14,231 46

with

LIBER 110 PAGE 170

Ridgely P. Melvin, Jr., and Carlyle J. Lancaster, Trustees

Cr.

1958				
Mar.	25	Proceeds of Sale	14,100 00	
		Interest on deferred payment of $13,600.00 to 5/23/58	131 46	14,231 46
				14,231 46

LIBER 110 PAGE 171

ORDER NISI

Hazel H. Harwood,

et al.

VERSUS

Violet M. Harwood,

et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,333 Equity.

ORDERED, This 3 day of June, 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 8th 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 8th day of July next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of July, 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.

Benjamin Michaelson
Judge

FILED

1958 JUL 10 PM 3:50

FILED

1958 JUL -3 PM 3:10

No. Equity.

OFFICE OF

Evening Capital

LIBER 110 PAGE 172 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,333 Equity

Order Nisi

HAZEL H. HARWOOD, et al
versus
VIOLET M. HARWOOD, et al

Ordered, this 3rd day of June, 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 8th 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 8th day of July next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Ju-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,333
Auditor Account
Hazel H. Harwood

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 8th day of July, 1958. The first insertion being made the 5th day of June, 1958

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 9167 1958 JUL -9 PM 3:22 By W. C. Tilghman

46

LIBER 110 PAGE 173

NEW YORK LIFE INSURANCE COMPANY, New York, New York Assignee,	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
WALTER F. HOHEISEL, JR. and MARJORIE HOHEISEL, his wife, 724 Griffith Road, Glen Burnie, Maryland	:	ANNE ARUNDEL COUNTY
	:	No. 12539 in Equity
	:	

* * * * * * * * *

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the plaintiff, by Baldwin & Bosley, its Attorneys, respectfully represents:

That on April 1, 1955 the defendants executed and delivered to S. L. Hammerman Organization, Inc. a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure payment of the mortgage debt of Ten Thousand Seven Hundred Fifty ($10,750.00) Dollars, and interest as therein mentioned, wherein said Mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

That on April 1, 1955 for value received S. L. Hammerman Organization, Inc. assigned the said mortgage and the debt secured thereby to New York Life Insurance Company, its successors and assigns.

That said Mortgagors have failed to make the monthly payments as agreed and said Mortgage has been in default for a period longer than thirty (30) days.

WHEREFORE, your Petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

ARLES B. BOSLEY
MUNSEY BUILDING
ALTIMORE 2, MD.

FILED
1955 FEB. 28
AM 9:10

AND, AS IN DUTY BOUND, etc.

Baldwin & Bosley

Baldwin & Bosley
1214 Munsey Building,
Baltimore, 2, Maryland

CHARLES B. BOSLEY
MUNSEY BUILDING
BALTIMORE 2, MD.

Reg. Fees. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

App. No. H-12897 MARYLAND

No. 12,559 Equity

LIBER 110 PAGE 175

MORTGAGE

THIS MORTGAGE, made this 1st day of April, A. D. 19 55, by and between WALTER F. HOHEISEL, Jr. and MARJORIE HOHEISEL, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and S. L. HAMMERMAN ORGANIZATION, INC.,

a corporation organized and existing under the laws of the State of Maryland 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 SEVEN HUNDRED AND FIFTY Dollars ($ 10,750.00), 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 S. L. Hammerman Organization, Inc., 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-four and 48/100 Dollars ($ 54.48), commencing on the first day of May, 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 April, 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. 724, Block I, as shown on a plat of Monroe Gardens, Section No. 2, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat No. 7. The improvements thereon being known as No. 724 Griffith Road.

BEING the same lot of ground which, by deed of assignment dated April 1, 1955 and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and assigned by Monumental Homes Corporation to Walter F. Hoheisel, Jr. and wife to the said Mortgagors, subject tothe payment of an annual ground rent of $108.00, payable in equal half-yearly instalments on the 1st days of April and October, in each and every year.

THE Mortgagors hereby grant unto the mortgagee, its successors and assigns, the absolute right to cure any and all defaults which may be made under the terms of the original lease upon the property hereinabove described.

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

16—49890-7

Petitioner's Exhibit No. 1

FILED
1958 FEB. 28
AM 9:10

3

The Mortgagor agrees that should the note and mortgage not be eligible for guarantee by the Administrator for Veterans' Affairs within 60 days from the date hereof or should any officer or authorized agent of the said Administrator at any time claim a defense, whether in whole or in part against any guarantee previously given, the mortgagee may, at its option, declare all sums secured hereby immediately due and payable.

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:

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

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 ground rent of $108.00, as aforesaid.

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 ; 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

LIBER 110 PAGE 177

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: [signature]

STEWART L. KOEHLER

Walter F. Hoheisel, Jr. [SEAL]
Walter F. Hoheisel, Jr.

Marjorie Hoheisel [SEAL]
Marjorie Hoheisel

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY, to wit: LIBER 921 PAGE 545

I HEREBY CERTIFY, That on this 1st day of April, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, ~~in and for the~~ aforesaid, personally appeared WALTER F. HOHEISEL, JR. and MARJORIE HOHEISEL, his wife, known to me, or satisfactorily proven, to ~~the above named Mortgagors, and~~ be the persons ~~acknowledged the~~ whose names ~~foregoing mortgage to be~~ are subscribed to the within instrument ~~act~~ and acknowledged that they executed the same for the purposes therein contained.

At the same time also personally appeared I. Harold Hammerman, 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.

[signature]
STEWART L. KOEHLER, Notary Public.

My commission expires: May 2, 1955.

Recorded- 28th april, 1955, at 2:10 P.M.

FOR VALUE RECEIVED, and without recourse, S. L. Hammerman Organization, Inc. hereby assig the within mortgage and the debt secured thereby unto NEW YORK LIFE INSURANCE COMPANY, its successors and assigns.

[illegible] the corporate seal of the said S. L. Hammerman Organization, Inc. and the signature of its vice President hereto, this 1st day of April, 1955.

ATTEST: [signature]
STEWART L. KOEHLER

S. L. HAMMERMAN ORGANIZATION, INC.
BY: [signature]
Herman Hammerman, Vice President.

Recorded- 28th April, 1955, at 2:10 P.M.

App. No. H-12897
Written by: mw
Approved by: [illegible]
Ready for record

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(3)

ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Mortgage

FROM

WALTER F. HOHEISEL, JR. and
MARJORIE HOHEISEL, his wife,

TO

S. L. HAMMERMAN ORGANIZATION, INC.
S/A to NEW YORK LIFE INSURANCE COMPANY

Received for Record 28 Apr 1955, at 2:10 o'clock P.M.
Same day recorded in Liber 1477 No. 921 Folio 541 &c., one of the Land Records of A.A. Co.

[illegible] examined per
JOHN H. HOPKINS, 3rd Clerk
Cost of Record, $ 1.00 Clerk.

U. S. GOVERNMENT PRINTING OFFICE 16—49890-4

Received for Record 28 Day of April 1955 at 2:10 M
and the same day recorded in Liber
A.H. No. 921 Fol. 545,
Records of Anne Arundel County
JOHN H. HOPKINS, 3rd Clerk

LIBER 110 PAGE 179

NEW YORK LIFE INSURANCE COMPANY, New York, New York Assignee,	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
WALTER J. HOHEISEL, JR. and MARJORIE HOHEISEL, his wife, 724 Griffith Road, Glen Burnie, Maryland	:	ANNE ARUNDEL COUNTY
	:	No. 12539 in Equity

* * * * *

D E C R E E

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 1st day of March, 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Charles B. Bosley 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 corporate surety or sureties to be approved by this Court, or by the Clerk thereof in the penalty of Eleven Thousand ($11,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further decree or order in the premises; he shall then proceed to make the said sale, having given at least three (3) weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third (1/3) cash, the balance in six (6) and twelve (12) months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale,

ARLES B. BOSLEY
MUNSEY BUILDING
ALTIMORE 2, MD.

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1958 MAR -3 PM 12:22

and to be sucured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; 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 such 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 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 claims of the parties hereto, petitioner and mortgagors, and those claiming 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 costs of this suit, and such commissions 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 hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

It is further ORDERED that in the event the said property is sold to someone other than the mortgagee, the said bond shall be increased to the amount of the sale.

Benjamin Michaelson
Judge.

CHARLES B. BOSLEY
MUNSEY BUILDING
BALTIMORE 2, MD.

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NEW YORK LIFE INSURANCE COMPANY, ASSIGNEE, New York, New York	:	IN THE CIRCUIT COURT
vs.	:	FOR
WALTER F. HOHEISEL, JR. and MARJORIE HOHEISEL, his wife, 724 Griffith Toad, Glen Burnie, Maryland	:	ANNE ARUNDEL COUNTY No. 12,559 In Equity

* * * * * *

STATEMENT OF MORTGAGE CLAIM

Statement of Mortgage Claim of the New York Life Insurance Company of New York under mortgage from Walter F. Hoheisel, Jr. and Marjorie Hoheisel, his wife, to S. L. Hammerman Organization, Inc. dated April 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 921, folio 541, and duly assigned by S. L. Hammerman Organization, Inc. to the New York Life Insurance Company on April 1, 1955 and recorded among said Land Records of Anne Arundel County in Liber J.H.H. No. 921, folio 545. Default having occurred in the payment of said mortgage for a period of more than thirty (30) days Charles B. Bosley was appointed Trustee by Decree of The Circuit Court for Anne Arundel County in Equity to make sale of the property described in said mortgage.

Principal amount of Mortgage	$10,332.56
Interest to April 10, 1958	321.60
	$10,654.16

STATE OF MEW YORK, CITY OF NEW YORK, TO WIT:

I HEREBY CERTIFY, That on this 28th day of March, 1958, before me, the subscriber, a Notary Public of the State of New York, in and for said City, personally appeared James P. Keely Ass't. Treasurer of said NEW YORK LIFE INSURANCE COMPANY, the Plaintiff in the above entitled case, and made oath that the foregoing is 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 Seal Notarial.

Harold V. Anderson
Notary Public.

HAROLD V. ANDERSON
NOTARY PUBLIC, State of New York
No. [illegible]
[illegible] County
Certificate filed with New York County Clerk
Commission expires March 30, 1958

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1958 APR -5 AM 11:03

ARLES B. BOSLEY
AUNSEY BUILDING
ALTIMORE 2, MD.

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Trustee's Bond

No. 12,559 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 9 PAGE 269 LIBER 110 PAGE 182

THAT WE Charles B. Bosley

1214 Munsey Building, Baltimore 2, 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 Eleven thousand and 00/100 ($11,000.00) - - - - - - - - - - - - - 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 2nd day of April in the year of our Lord one thousand nine hundred and fifty-eight.

WHEREAS, the above bounden Charles B. Bosley 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 New York Life Insurance Co., assignee

vs.

Walter F. Hoheisel, Jr. and Marjorie Hoheisel, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Charles B. Bosley 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

Kathryn M. Tkealy

Signed, sealed and delivered in the presence of

Carol Swann
Carol Swann

Charles B. Bosley (SEAL)
Charles B. Bosley

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By Edward Annen (SEAL)
Edward Annen *Attorney-in-Fact*

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, Joseph F. Howell or Roberta H. Taylor, or Elsie C. Evans, or Edward Annen 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 Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 1950.

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.

, 19 MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

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1958 APR -5 AM 11:03

10

Approved this 5th day Apr., 1958.
George F. Cromwell, Clerk

NEW YORK LIFE INSURANCE COMPANY, ASSIGNEE, New York, New York	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WALTER F. HOHEISEL, JR. and MARJORIE HOHEISEL, his wife, 724 Griffith Road, Glen Burnie, Maryland	:	No. 12,559 In Equity

LIBER 110 PAGE 183

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF ANNE ARUNDEL COUNTY:

The Report of Sale of Charles B. Bosley, Trustee appointed by the decree in the above entitled cause, to make sale of Leasehold property in the proceedings in said cuase 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 Evening Capital, a daily newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Thursday, the 10th day of April, 1958, at four o'clock P.M. attend on the premises and then and there sold said property to New York Life Insurance Company at and for the sum of Nine Thousand ($9,000.00) Dollars, it being the highest bidder therefor.

Charles B. Bosley

Charles B. Bosley, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day of April, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Charles B. Bosley, 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.

AS WITNESS my hand and Seal Notarial.

Kathryn M. Healy

Kathryn M. Healy-Notary Public

ARLES B. BOSLEY
AUNSEY BUILDING
ALTIMORE 2, MD.

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1958 APR 12 AM 10:40

11

ORDER NISI

NEW YORK LIFE INSURANCE COMPANY
ASSIGNEE

versus

WALTER F. HOHEISEL, JR. and
MARJORIE HOHEISEL, his wife

LIBER 110 PAGE 184

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,559 Equity

Ordered, this 12 day of April, 19 58, That the sale of the Property in these proceedings mentioned.

made and reported by Charles B. Bosley

Trustee~~x~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale ~~xxxxx~~ was $ 9,000.00

George T. Cromwell Clerk.

True Copy,
FILED 1958 APR 12 A.M. 10:40

TEST: Clerk.

(Final Order)

NEW YORK LIFE INSURANCE COMPANY
ASSIGNEE
NEW YORK, NEW YORK

versus

WALTER F. HOHEISEL, JR. and
MARJORIE HOHEISEL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20 th day of May, 19 58, Finally that the sale made and reported by the Trustee 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Richardson
Judge

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1958 MAY 20 PM 12:34

12

BALDWIN & BOSLEY
Solicitors
Munsey Building
Baltimore, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

724 GRIFFITH ROAD
GLEN BURNIE, MD.

By virtue of a decree of the Circuit Court for Anne Arundel County (No. 12,559 Equity) the undersigned, Trustee, will sell at public auction, on the premises, on

Thur., April 10, 1958 at 4:00 o'clock P.M.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS thereon, situate in Anne Arundel County and being known and designated as Lot No. 724, Block 1, as shown on a plat of Monroe Gardens, Section No. 2, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat No. 7. The improvements thereon being known as No. 724 Griffith Road.

Subject to an annual ground rent of One Hundred Eight (108-.00) Dollars.

The improvements consist of Frame Asbestos Shingle Bungalow, dwelling containing 5 rooms and bath.

The property will be sold subject to conditions, restrictions, and agreements of record affecting the same, if any.

TERMS OF SALE: A cash deposit of $500.00 will be required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes and all other expenses, including Sanitary District Liens, if any, to be adjusted to day of sale.

CHARLES B. BOSLEY,
Trustee
T. C. W. HOBBS, Auctioneer
103 Hopkins Place,
Baltimore 1, Maryland A-9

OFFICE OF

Evening Capital

LIBER 110 PAGE 185 Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1958

We hereby certify, that the annexed Trustee's Sale Eq. 12,559 724 Griffith Road.

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 10th day of April, 1958. The first insertion being made the 17th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

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1958 APR 16 AM 10:42 Tilghman

13

OFFICE OF

Maryland Gazette

LIBER 110 PAGE 186

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. 12,559 Equity

NEW YORK LIFE INSURANCE COMPANY, ASSIGNEE
VERSUS
WALTER F. HOHEISEL, JR. and MARJORIE HOHEISEL, his wife

Ordered, this 12 day of April, 1958. That the sale of the property in these proceedings mentioned made and reported by Charles B. Bosley, Trustee. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown 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.

The report states that the amount of sale was $9,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 13, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,559.

Walter F. Hoheisel, 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 19th day of May, 1958. The first insertion being made the 17th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 1591

FILED By H. Tilghman

1958 MAY 14 PM 2:13

14

LIBER 110 PAGE 187

In the Case of

New York Life Insurance
Company, Assignee
vs.
Walter F. Hoheisel, Jr.,
and
Marjorie Hoheisel, his wife

In the
Circuit Court
For
Anne Arundel County
No. 12,559 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 26, 1958

All of which is respectfully submitted.

Laura K. Jacklevich
Auditor

FILED
1958 MAY 28 PM 12:54

15

Dr. New York Life Insurance Company, Assignee vs. Walter F. Hoheisel, Jr, in ac.
and Marjorie Hoheisel, his wife

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	250	00	300	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	75		
Auditor - stating this account and three copies	18	00	57	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	40	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	44	00		
T. C. W. Hobbs - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Kathryn M. Healy - notary fee		50	133	40
To Trustee for Taxes and Ground Rent, viz:				
1958 State and County taxes ($152.33) - adjusted - 3 months 10 days	42	35		
Semi-annual ground rent ($54.00) due 10/1/58 - 10 days	3	00	45	35
To Trustee for Benefit Charges, viz:				
Anne Arundel County Sanitary Comm. - metered water to 4/1/58	22	25	22	25
To New York Life Insurance Co., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	8,501	25	8,501	25
			9,060	00
Amount of mortgage claim filed	10,654	16		
Cr. Amount allowed above	8,501	25		
Balance subject to decree in personam	2,152	91		

16

with Charles B. Bosley, Trustee Cr.

1958						
Apr.	10	Proceeds of Sale	9,000	00		
		Interest on purchase price to 5/20/58	60	00	9,060	00
					9,060	00

ORDER NISI LIBER 110 PAGE 190

New York Life Insurance Company, Assignee

VERSUS

Walter F. Hoheisel, Jr., and Marjorie Hoheisel, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,559 Equity.

1958 MAY 28 PM 12:54 FILED

ORDERED, This 28th 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 7th 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 7th day of July next.

George T. Crommelin, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of July, 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.

1958 JUL 10 PM 3:51 FILED

Benjamin Michaelson
Judge

18

LIBER 110 PAGE 191

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. 12,559 Equity

New York Life Insurance Company, Assignee
VERSUS
WALTER F. HOHEISEL, JR. and MARJORIE HOHEISEL, his wife

Ordered, this 28th 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 7th 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 7th day of July next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Ju-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1958

I hereby certify, that the annexed

Order Nisi Eq. 12,559
Auditor Account

Walter P. Hoheisel, 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 7th day of July, 1958. The first insertion being made the 5th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
No. M. G. 3146 1958 JUL -9 PM 3:22 By H. Tilghman

19

LIBER 110 PAGE 192

Docket ..... Folio .....

Case No. 12,523 Equity

Filed .....

J. CALVIN CARNEY

.....

vs.

LOUIS W. ANDREWS and

DORIS M. ANDREWS, his wife

IN THE

Circuit Court [redacted]

—OF—

[redacted]

ANNE ARUNDEL COUNTY

PETITION FOR FORECLOSURE

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 10th day of May, A.D. 1956 the defendants executed and delivered to Occident Federal Savings and Loan Association of Baltimore City a mortgage upon certain Fee simple property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of $13,500.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any convenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

Said mortgage has been assigned by Occident Federal Savings and Loan Association of Baltimore City to J. Calvin Carney.

Default has occurred in the terms of said mortgage

And your petitioner pray that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

J. Calvin Carney

Blanchard D. Carney

Blanchard D. Carney
3 E. Lexington Street (2)

Attorneys for Plaintiff

FILED

1958 FEB -4 AM 10:25

LIBER 110 PAGE 193 No. 12,523 Equity

LIBER 1026 PAGE 41

This Mortgage, made this 10th day of May in the year one thousand nine hundred and fifty-six, between LOUIS W. ANDREWS and DORIS M. ANDREWS, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagor s 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 LOUIS W. ANDREWS and DORIS M. ANDREWS, his wife,

the sum of THIRTEEN THOUSAND FIVE HUNDRED AND 00/100 - - - $13,500.00 - - -DOLLARS, (being part of the purchase money for the property hereinafter described), which said sum the said Mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5½% per annum, in the manner following:

By the payment of NINETY-TWO AND 87/100 - - - - $92.87 - - - - - - - - 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 1945, or any supplement thereto.

Now Therefore, this mortgage witnesseth, that in consideration of the premises and of One Dollar, the said LOUIS W. ANDREWS and DORIS M. ANDREWS, his wife,

do 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. 92, as shown on the Plat of Section 2 of Gerard Plaza, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 31.

BEING the same lot of ground in a Deed dated of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Charles W. Sandsbury, et al, to Louis W. Andrews and Doris M. Andrews, his wife.

FILED

1958 FEB -4 AM 10:25

2

LIBER 110 PAGE 194

LIBER 1026 PAGE 42

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 s, their 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 s for themselves, their heirs, executors, administrators and assigns, covenant 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 s 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 5½% 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 s hereby assent 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 s hereby also authorize 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 s and seal s of the said Mortgagor s.

WITNESS:

John P. O'Ferrall

Louis W. Andrews [SEAL]

Louis W. Andrews

Doris M. Andrews [SEAL]

Doris M. Andrews

[SEAL]

[SEAL]

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 10th day of May, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Louis W. Andrews and Doris M. Andrews, his wife,

the Mortgagor s named in the aforegoing mortgage and acknowledged said Mortgage to be their act.

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 May 11, 1956, at 12.24 P.M.
Mailed to O'Ferrall & O'Ferrall

4

For value received, Occident Federal Savings & Loan Association of Baltimore City, hereby assigns the within mortgage to J. Calvin Carney, without recourse.

As Witness the corporate seal of the said body corporate and the signature of WILLIAM L. COONEY, its President, this 31st day of JANUARY, 1958.

TEST:

Alfred J. O'Ferrall, Jr

ALFRED J. O'FERRALL, JR

OCCIDENT FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

BY: William L. Cooney (SEAL)

William L. Cooney, President

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

1958 FEB -4 AM 10:23

& RECORDED IN LIBER GTC NO. 1024 FOLIO 44

GEO. T. CROMWELL, CLERK

MORTGAGE

FROM

LOUIS W. ANDREWS and DORIS M. ANDREWS, his wife

TO

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

Block No.

Received for Record 19

at ..... o'clock ..... M. and recorded

in Liber ..... No. ..... Folio .....

one of the Land Records of ANNE ARUNDEL COUNTY

and examined per .....

Cost of Record, $.....

O'FERRALL & O'FERRALL

Attorneys at Law

1204 MERCANTILE TRUST BUILDING

Baltimore 2, Md.

THE DAILY RECORD COMPANY, BALTIMORE, MD.

Militar \ffidavit under Soldiers' and Sai ' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

LIBER 110 PAGE 197

J. CALVIN CARNEY

vs.

LOUIS W. ANDREWS and

DORIS M. ANDREWS, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

Docket ..... Folio .....

Case No. 12,523 Equity

Filed .....

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 J. Calvin Carney

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 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.

J. Calvin Carney
Affiant.

Subscribed and sworn to before me
this 3rd day of February 1958

Elizabeth McC. West
Notary Public

ELIZABETH McC. WEST.

FILED
1958 FEB -4 AM 10:25

FILED
1958 FEB -4 AM 10:25

6

DECREE FOR SALE OF MORTGAGE PREMISES

J. CALVIN CARNEY

vs.

LOUIS W. ANDREWS and

DORIS M. ANDREWS, his wife

IN THE LIBER 110 PAGE 198

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

No. 12,523 Equity

TERM, 19

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 4th day of February, in the year nineteen hundred and fifty-eight, by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Calvin Carney 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 $13,500.00---------- 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 weekly newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; 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 personal representatives / 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 Mortgagor and those claiming 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 mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Benjamin Michaelson
Judge.

FILED

1958 FEB -4 PM 3:11

7

STATEMENT OF MORTGAGE CLAIM

LIBER 110 PAGE 199

J. CALVIN CARNEY

vs.

LOUIS W. ANDREWS and

DORIS M. ANDREWS, his wife

DOCKET ..... FOLIO .....
CASE NO. 2,523 Equity
FILED .....

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

Statement of amount due under mortgage from LOUIS W. ANDREWS and DORIS M. ANDREWS, his wife, to OCCIDENT FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY, dated May 10, 1956, and recorded among the Land Records of Anne Arundel County in Liber No. 1026, folio 41, and assigned to J. CALVIN CARNEY, from said Occident Federal Savings and Loan Association of Baltimore City, dated January 31, 1958,

Amount of mortgage	$13,500.00
Interest charged, from 5/11/56 to 2/28/58 and Expenses paid	1,535.77
Balance	15,035.77
Paid on acct. of Prin., Inc. & Exp.	2,062.52
Balance	12,973.25
Total balance due -	$12,973.25

J. Calvin Carney

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this ..... day of February ..... in the year nineteen hundred and fifty-eight ..., before me, a Notary Public ..... of the State of Maryland, in and for said City of Baltimore, personally appeared

J. Calvin Carney

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,

ELIZABETH McC. WEST NOTARY PUBLIC BALTIMORE MD.

FILED
1958 FEB -8 AM 9:13

Notary Public.

ELIZABETH McO. WEST,

8

Trustee's Bond

KNOW ALL MEN BY THESE PRESENTS:

LIBER 110 PAGE 200

LIBER 9 PAGE 234

No. 12,523 Equity

THAT WE J. Calvin Carney

3 E. Lexington Street, Baltimore 2, 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 Thirteen thousand five hundred and 00/100 ($13,500.00) - - - - - 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 5th day of February in the year of our Lord one thousand nine hundred and fifty-eight.

WHEREAS, the above bounden J. Calvin Carney by virtue of a degree of the Honorable the Judge of the Circuit Court for Anne Arundel County ~~of Baltimore City~~, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of J. Calvin Carney

vs.

Louis W. Andrews and Doris M. Andrews, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN J. Calvin Carney 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

Elizabeth McC. West

Carol Swann

J. Calvin Carney [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY [SEAL]

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

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, Ra[redacted] Joseph F. Howell or Roberta H. Taylor, or Elsie C. Evans, or Edward Annen 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 for Anne Arundel County ~~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

ATTEST: By: E. Kemp Cathcart
Vice President

D. W. Vauthier
Assistant Secretary

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

February 5, 1958, 19

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

FILED

1958 FEB 8 AM 9:18

Bond approved this
8th day of February 1958
George T. Connell, Clerk

9

J. CALVIN CARNEY LIBER 110 PAGE 201 IN THE

VS. CIRCUIT COURT OF

LOUIS W. ANDREWS and DORIS M. ANDREWS, his wife. : ANNE ARUNDEL COUNTY

: IN EQUITY

No. 12523

:

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of J. Calvin Carney Trustee appointed by decree in the above entitled case, to make sale of fee simple property 312 Phelps Avenue, Gerard Plaza, 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, a daily newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale and by short advertisement in the Sunday Sun and Sunday American on the two Sundays preceding the sale, said Trustee did pursuant to said notice on Wednesday the 16th day of April, 1958, at 2:00 o'clock P.M. attend at the Court House Door, Annapolis, Maryland, and then and there sold at public auction property No. 312 Phelps Avenue, Gerard Plaza, Third Election District, Anne Arundel County, Maryland, in fee simple, fully described in these proceedings, and in the attached advertisement of sale hereby made a part hereof, unto

LAW OFFICES
J. CALVIN CARNEY
CALVIN CARNEY, JR.
ANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

FILED
1958 APR 19 AM 9:41

10

Elizabeth McC. West at and for the sum of $18,000.00, said purchaser being then and there and at that price the highest bidder therefor. Said property being sold subject to the restrictions of record.

Respectfully submitted,

J. Calvin Carney, Trustee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 18th day of April, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. Calvin Carney, 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.

AS WITNESS my hand and Notarial Seal.

J. CALVIN CARNEY, JR. NOTARY PUBLIC BALTIMORE, MD.

J. Calvin Carney, Jr.
Notary Public.

BLANCHARD D. CARNEY, Solicitor
BLANCHARD D. CARNEY
Solicitor
3 E. Lexington Street
Baltimore 2, Maryland

Trustee's Sale

Valuable Fee Simple Property

Situate in Third Election District of Anne Arundel County.

By virtue of Decree of the Circuit Court for Anne Arundel County, Equity, in the case of J. Calvin Carney vs. Louis W. Andrews and Doris M. Andrews, his wife, the undersigned, Trustee, will sell at public auction, at the Court House door, Annapolis, Anne Arundel County, Maryland, on

Wed., April 16, 1958 at 2:00 o'clock P.M.

all that fee simple property situate in the Third Election District of Anne Arundel County, State of Maryland, being known and designated as Lot No. 92, as shown on the Plat of Section 2 of Gerard Plaza, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 31. The property is improved by brick bungalow with modern conveniences. Improvements also known as No. 312 Phelps Avenue, Gerad Plaza.

TERMS OF SALE: A cash deposit of $1,000.00 will be required by purchaser at time and place of sale and balance of purchase price upon ratification of sale by the Circuit Court for Anne Arundel County. Purchase price to bear interest from day of sale to day of settlement. All taxes and property charges, including sanitary district charges to be adjusted to date of sale.

J. CALVIN CARNEY
Trustee
E. T. NEWELL & CO., INC.
Auctioneer A-10

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

ORDER NISI

LIBER 110 PAGE 203

J. Calvin Carney

versus

Louis W. Andrews and
Doris M. Andrews, his wife.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,523 Equity

Ordered, this 19 day of April, 19 58, That the sale of the Property in these proceedings mentioned made and reported by J. Calvin Carney Trustee~~x~~.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale ~~xxxxx~~ was $ 18,000.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 APR. 19
A.M. 9:41
(Final Order)

TEST: Clerk.

J. Calvin Carney

versus

Louis W. Andrews and
Doris M. Andrews, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of May, 1958, 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 MAY 28 PM 12:54

12

J. CALVIN CARNEY, Solicitor
BLANCHARD D. CARNEY,
Solicitor
3 Lexington Street
Baltimore 2, Maryland

Trustee's Sale

Valuable Fee Simple Property

Situate in Third Election District of Anne Arundel County

By virtue of Decree of the Circuit Court for Anne Arundel County, Equity, in the case of J. Calvin Carney vs. Louis W. Andrews and Doris M. Andrews, his wife, the undersigned, Trustee, will sell at public auction, at the Court House door, Annapolis, Anne Arundel County, Maryland, on

Wed., April 16, 1958
at 2:00 o'clock P.M.

all that fee simple property situate in the Third Election District of Anne Arundel County, State of Maryland, being known and designated as Lot No. 92, as shown on the Plat of Section 2 of Gerard Plaza, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 31. The property is improved by brick bungalow with modern conveniences. Improvements also known as No. 312 Phelps Avenue, Gerad Plaza.

TERMS OF SALE: A cash deposit of $1,000.00 will be required by purchaser at time and place of sale and balance of purchase price upon ratification of sale by the Circuit Court for Anne Arundel County. Purchase price to bear interest from day of sale to day of settlement. All taxes and property charges, including sanitary district charges to be adjusted to date of sale.

J. CALVIN CARNEY
Trustee
E. T. NEWELL & CO., INC.
Auctioneer A-10

No. M. C. 1420 1958

LIBER 110 PAGE 204 OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 21, 1958

We hereby certify, that the annexed

Trustee's Sale

Louis W. Andrews

12,523

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 16th day of April, 1958. The first insertion being made the 20th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1958 APR 22 PM 2:42

By N. Tilghman

13

additional
Trustee's Bond

LIBER 9 PAGE 293

12,523 County

LIBER 110 PAGE 205

KNOW ALL MEN BY THESE PRESENTS:

THAT WE J. Calvin Carney

3 E. Lexington Street, Baltimore, 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~~ additional ~~address~~ sum of Four thousand five hundred and 00/100 ($4,500.00) - - - - - - - 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, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 23rd day of April in the year of our Lord one thousand nine hundred and fifty-eight.

WHEREAS, the above bounden J. Calvin Carney 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 J. Calvin Carney

vs.

Louis W. Andrews and Doris M. Andrews, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN J. Calvin Carney 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

Carol Swann

J. Calvin Carney (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, Joseph F. Howell or Roberta H. Taylor, or Elsie C. Evans, or Edward Annen 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 Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 1950.

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.

, 19

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

Bond Approved This 2nd day of May, 1958
George T. Cromwell
Clerk

FILED
1958 MAY -2 AM 10:34

14

LIBER 110 PAGE 206

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. 12,523 Equity

J. CALVIN CARNEY
versus
LOUIS W. ANDREWS and DORIS M. ANDREWS, his wife

Ordered, this 19th day of April, 1958, That the sale of the property in these proceedings mentioned, made and reported by J. Calvin Carney, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $18,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,523
Louis W. Andrews

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 26th day of May, 1958. The first insertion being made the 24th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1936 1958 MAY 27 PM 2:23

15

LIBER 110 PAGE 207

In the Case of

J. Calvin Carney

vs.

Louis W. Andrews

and

Doris M. Andrews, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,523 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 27, 1958

All of which is respectfully submitted.

Laura K. Fadeley

Auditor.

FILED

1958 MAY 28 PM 12:54

Dr. J. Calvin Carney vs. Louis W. Andrews and Doris M. Andrews, his wife in ac.

To Trustee for Fee, viz:	100	00		
To Trustee for Commissions, viz:	573	69	673	69
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	75		
Auditor - stating this account	27	00		
			67	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - first advertisement of sale	32	52		
Capital-Gazette Press - second advertisement of sale	32	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press- order nisi (acct)	6	00		
The Sun - first advertisement of sale	22	90		
News-Post-American -first advertisement	19	00		
The Sun - second advertisement of sale	25	70		
News-Post-American- second advertisement	21	50		
Maryland Casualty Co. - bond premiums	72	00		
E.T.Newell &Co., Inc. - auctioneer's withdrawal fee	15	00		
E. T. Newell & Co.,Inc. - auctioneer's fee	35	00		
One-half Federal documentary stamps	9	90		
One-half State documentary stamps	9	90		
Clerk of Court - recording assignment	1	00		
Elizabeth McC. West - notary fees	1	50	312	44
To Trustee for Benefit Charges, viz:				
Metered water from 2/1/58 to 4/16/58	5	25	5	25
To J. Calvin Carney, Assignee of the Mortgage filed in these proceedings - in full for mortgage claim, viz:				
Amount of Claim filed 2/8/58	12,973	25		
Interest on balance due -2/28/58 to 4/16/58 @ 5½% - 47 days	93	15		
1958 State and County taxes	213	04		
1958 water and sewer benefit charge	18	75		
Metered water to 2/1/58	6	50	13,304	69
To Phelps & Sandsbury, Inc. - judgment creditor - this balance on account claim filed (Order 4/29/58)	3,922	62	3,922	62
			18,286	44
Amount of judgment claim filed (#8894 Law)	5,641	85		
Cr. Amount allowed above	3,922	62		
Balance due	1,719	23		

17

with J. Calvin Carney, Trustee

Cr.

1958						
Apr.	16	Proceeds of Sale	18,000	00		
		Interest on purchase price to 5/27/58-				
		1 month 11 days	123	00	18,123	00
		Refunds:				
		1958 State and County taxes ($213.04)				
		8 months 14 days	150	26		
		1958 water and sewer benefit charge				
		($18.75) - 8 months 14 days	13	18	163	44
					18,286	44

75

ORDER NISI LIBER 110 PAGE 210

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

J. Calvin Carney

VERSUS

Louis W. Andrews

and

Doris M. Andrews, his wife

No. 12,523 Equity.

FILED
1958 MAY 28 PM 12:54

ORDERED, This 28th 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 7th 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 7th day of July next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of July, 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 JUL 10 PM 3:51

Benjamin Michaelson
Judge

19

LIBER 110 PAG: 211

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. 12,523 Equity

J. CALVIN CARNEY
VERSUS
LOUIS W. ANDREWS and DORIS M. ANDREWS, his wife

Ordered, this 28th 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 7th 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 7th day of July next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Ju-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,523
Auditor account
Louis W. Andrews

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 July, 1958. The first insertion being made the 5th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

JUL -9 PM 3:22

No. M. G. 31 1958

20

J. Calvin Carney
vs.
Louis W. Andrews et al

Ct. Ct. for A. A. Co. in Equity
Docket 17 . . 238 File 12,523

TRUSTEE'S RELEASE—45 THE DAILY RECORD CO. PRINT.

KNOW ALL MEN BY THESE PRESENTS,

LIBER 110 PAGE 212

That in consideration of the payment by J. Calvin Carney, #12,523 Equity

Trustee under the Decree of the Circuit *Court* for Anne Arundel County in Equity (No. 12,523)

passed in a cause in said Court depending, wherein J. Calvin Carney

&c., were Complainants, and Louis W. Andrews and Doris M. Andrews, his wife,

&c., were Defendants, to the undersigned PHELPS & SANDSBURY, INC.

of the full sum of THIRTY-NINE HUNDRED AND TWENTY-TWO *Dollars and* SIXTY-TWO *Cents, audited and allowed to* it *in said cause, the receipt whereof is hereby acknowledged, the said* Phelps & Sandsbury, Inc.

do es *hereby RELEASE, ACQUIT, EXONERATE AND DISCHARGE the said* J. Calvin Carney, Trustee, his

heirs, executors and administrators, from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against said Trustee,

them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, thereby declaring it sel f *fully satisfied, contended, and paid as above specified.*

Given under the *hand / seal, this* 14th *day of* July, *in the year nineteen hundred and* fifty-eight.

Signed, sealed and delivered in the presence of

J. Calvin Carney, Jr.

PHELPS & SANDSBURY, INC. [SEAL]

BY George W. Phelps, [SEAL]
George W. Phelps, President.

PHELPS AND SANDSBURY, INC. INCORPORATED MARYLAND

STATE OF MARYLAND, CITY OF BALTIMORE, *, TO WIT:*

BE IT REMEMBERED, *and it is hereby certified, that on this* 14th *day of* July *in the year nineteen hundred and* fifty-eight *before the subscriber* a Notary Public *of said State, in and for said* City of Baltimore *personally appeared* George W. Phelps, President of Phelps & Sandsbury, Inc., *party to the above Release or Instrument of Writing, and acknowledged the same to be* the *act and deed* of said body corporate. *And I do hereby certify that of my own knowledge I am satisfied that the said* George W. Phelps

who ha s *acknowledged the above Release* is *the person named and described as and professing to be* George W. Phelps, President of Phelps & Sandsbury, Inc., *the party in and to the same.*

As Witness my hand and Notarial Seal.

J. CALVIN CARNEY, JR. NOTARY PUBLIC BALTIMORE, MD.

J. Calvin Carney, Jr. Notary Public.

FILED
1958 JUL 24 PM 2:32

LIBER 110 PAGE 213

HAZEL L. HILL, and
LUKE HILL, her husband,
106 Sycamore Road,
Linthicum Heights, Md.,

Plaintiffs,

vs.

DOROTHY N. ANDERSON BLUE, and
DR. IRVIN N. BLUE, her husband,
10313 Cherry Tree Lane,
Silver Spring, Prince George's
County, Md.
ROLLIN M. ANDERSON, and
DOROTHY A. ANDERSON, his wife,
107 Sycamore Road,
Linthicum Heights, Md.
BRUNER R. ANDERSON, 2d, and
LYDIA L. ANDERSON, his wife,
431 Cleveland Road,
Linthicum Heights, Md.,
CORNELIA E. ANDERSON, unmarried,
103 Sycamore Road,
Linthicum Heights, Md.,

Defendants.

No. 10,427 Equity

In The Circuit Court For

Anne Arundel County.

Filed 28 Feb., 1952.

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The plaintiffs respectfully show:-

1. That Bruner R. Anderson departed this life August 31, 1951, not survived by any spouse, leaving a last will and testament dated February 27, 1947 which has been duly admitted to probate by the Orphans Court for Anne Arundel County, Maryland, of which will a certified copy is herewith filed as exhibit No. 1, and is incorporated by reference.

2. That at the time of his death he was seised and possessed in fee simple five parcels of land adjacent to Mountain Road at Gibson Island, Anne Arundel County, Maryland, that were conveyed to him by the following deeds:-

(a) Deed from Emma Cook and Jefferson Cook, her husband, dated April 21, 1912, recorded among the land records of said County in liber G.W. 89 folio 291, a photostat copy of which is herewith attached as exhibit No. 2 and is incorporated by reference.

(b) Deed from Emma Cook and Jefferson Cook, her husband, dated November 3, 1916, recorded among said land records in liber G.W. 133 folio 225, a photostat copy of which is herewith filed as exhibit 3 and is incorporated by reference.

(c) Deed from John H. Geis and Sallie Geis, his wife, dated November 26, 1917, recorded among said land records in liber G.W. 131 folio 441, a photostat copy of which is filed herewith as exhibit 4 and is incorporated by reference.

(d) Deed from Frederick V. Beitler and Daisy M. Beitler, his wife, dated January 18, 1938, recorded among said land records in liber F.A.M. 174 folio 447, a photostat copy of which is herewith filed as exhibit 5 and is incorporated by reference.

(e) Deed from R. Glenn Prout, as late Sheriff of Anne Arundel County, dated December 18, 1934, recorded among said land records in liber F.A.M. 135 folio 180, a photostat copy of which is herewith filed as exhibit 6 and is incorporated by reference.

3. That by his said last will and testament Bruner R. Anderson did devise said parcels of land to Dorothy N. Anderson who is now married to Dr. Irvin N. Blue, Rollin M. Anderson, now married to Dorothy A. Anderson, Bruner R. Anderson 2d now married to Lydia L. Anderson, Cornelia E. Anderson who is not married, and to Hazel L. Hill now married to Luke Hill, as joint tenants in fee simple, as will more fully appear in said will. All of said devisees and their respective spouses are more than twenty-one years of age.

4. That at the time of his death, Bruner R. Anderson also owned personalty located on said premises and included in said gift to the parties hereto, as joint owners.

5. That said realty is improved by a dwelling.

6. That said realty and personalty cannot be divided without loss or injury to the parties interested; and it is for the interest and advantage of the persons interested that said realty and personalty be sold and the proceeds divided among them.

TO THE END THEREFORE: (1) That said realty and personalty be sold by decree of this Court and the proceeds of sale be distributed under direction of this Court.

(2) That a trustee or trustees be appointed to make said sale and distribution.

(3) And for such other and further relief as the nature of the case may require.

AND AS IN DUTY BOUND, etc.

Hazel L. Hill Plaintiff
Hazel L. Hill

Luke Hill Plaintiff
Luke Hill

George Sachse Solicitor for Plaintiffs
George Sachse
Glenburnie, Md.

Emanuel Klawans Solicitor for Plaintiffs
Emanuel Klawans
Towns-Worth Bldg.
Annapolis, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 22nd day of February, 1952, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Hazel L. Hill and made oath in due form of law that the matters and facts set forth in the aforegoing bill of complaint are true and bonafide as there stated, to the best of her information, knowledge and belief. Witness my hand and notarial seal.

James H Morgan II Notary Public
Comm. Expires 5/4/53

JAMES H. MORGAN II NOTARY PUBLIC ANNE ARUNDEL COUNTY

I, Bruner R. Anderson, of Anne Arundel County and the State of Maryland, do make, publish and declare this my last will and Testament, in manner following:

1st. After all my just debts and funeral expenses have been paid, I give, devise and bequeath all of my property as follows:

2nd. I give and bequeath to Ruth Temple, Lucile Wade, Jessie Meushaw and Moler Duff Six Thousand Dollars, each.

3rd. I give and bequeath of Rollin M. Anderson, should he survive me, Four Thousand Dollars.

4th. I give, devise and bequeath to Brune R. Anderson 2nd. should he survive me, Four Thousand Dollars, also my house and lot on the Southwest corner of Maple Avenue and Hammond's Ferry Road, in Linthicum Heights.

Filed 10 Mar. 1952.
Re-filed 3 Nov. 1952.

5th. I give, devise and bequeath to Hazel L. Hill Four Thousand Dollars, also my dining room furniture with the exception of the clock and pedestal and dining room rug which I have otherwise disposed of, also a one fourth interest in the contents of the kitchen, pantry, dining room and linen closet, also the residue of the land conveyed to me by Robert Moss, Trustee, by Deed recorded among the Land Records of Anne Arundel County in Liber G. W. No. 85, folio 146 etc. estimated to contain forty acres of land more or less and lying on the North side of the State Road leading from Glenburnie to Dorseys.

6th. I give, devise and bequeath to Cora A. DuLaney Four Thousand Dollars, also the furniture and contents of my living room, also the chimes clock and pedestal on which it stands, also my desk now located in my sun parlor, also a one fourth interest in the contents of the kitchen, pantry, dining room and linen closet; also my house and two lots of ground on the South side of Hill Top Road at Linthicum Heights. I also give and bequeath to Cora A. DuLaney all of my personal effects and tangible chattels not otherwise disposed of in this Will. She is familiar with my wishes concerning the undisposed of chattels.

7th. I give and bequeath to Dorothy H. Anderson Four Thousand Dollars, also the furniture and contents of my guest bedroom, also the contents of my sun parlor with the exception of the desk which is hereinbefore disposed of, also the contents of my second floor and cellar, also a one fourth interest in the contents of the kitchen,

Plaintiff's Exhibit 1

10,427 Eq. Helen Anderson Examiner's Exhibit 1. 10/25/52 E. Emma

pantry, dining room and linen closet.

8th. I give and bequeath to Cornelia E. Anderson Four Thousand Dollars, also the furniture and contents of my blue bedroom, also a one fourth interest in the contents of the kitchen, pantry, dining room and linen closet.

9th. I give and bequeath to Eva Meushaw One Thousand Dollars.

10th. I give and bequeath to Grace Anderson Five Hundred Dollars.

11th. I give and bequeath to Emily Disney One Thousand Dollars.

12th. I give and bequeath to Iola Disney Five Hundred Dollars.

13th. I give and bequeath to Hazel L. Hill One Thousand Dollars and suggest that she use the same for her brother Harold B. Disney.

14th. I give and bequeath to Hazel L. Hill One Thousand Dollars and suggest that she use the same for the education of her son William W. Hill.

15th. I give, devise and bequeath to Dorothy N. Anderson, Rollin M. Anderson, Bruner R. Anderson 2nd, Cornelia E. Anderson and Hazel L. Hill, their assigns, the survivor of them and the heirs and assigns of the survivor, as joint tenants, all those several lots of ground lying on both sides of the Mountain Road at Gibson Island, and fronting on the Chesapeake Bay and the Magothy River, containing about twenty acres of land more or less. Also, all of the personal property on the premises.

16th. I give and bequeath to Harold B. Disney One Hundred Dollars and my reason for not giving him more is that I have heretofore advanced him considerabel sums of money.

17th. I give and devise unto Dorothy N. Anderson, Rollin M. Anderson, Bruner R. Anderson 2nd and Cornelia E. Anderson, their assigns, the survivor of them and the heirs and assigns of the survivor,

as joint tenants, my house and lot and the adjoining lot, fronting about one hundred and sixty feet on the North side of Hill Top Road, at Linthicum Heights, with a depth of three hundred feet to the street in the rear; also the electric refrigerator, electric range, screens, awnings, curtains and draperies.

18th. I hereby authorize my Executors hereinafter named, for the purpose of settling and making proper distribution of my estate, to dispose of any stocks, bonds or mortgages that I may hold, at either public or private sale.

19th. It is my desire that all the rest and residue of my estate of every kind not hereinbefore disposed of, be converted into cash and be divided into ten equal parts. I give, devise and bequeath to

Dorothy N. Anderson one tenth,
Rollin M. Anderson one tenth,
Cornelia E. Anderson one tenth,
Bruner R. Anderson 2nd one tenth,
Jessie C. Meushaw one tenth,
Hazel L. Hill one tenth,
Cora A. DuLaney one tenth,
Ruth Temple one tenth,
Moler Duff one tenth,
Lucille Wade one tenth,

If any of the beneficiaries named in this clause of my Will should predecease me the share of such a one so dying would have taken under this clause to pass to the remaining beneficiaries under this clause in the same proportion as they take under this clause.

20th. I hereby constitute and appoint my niece Cora A. DuLaney and the Mercantile Trust Company of Baltimore, to be the Executors of this my last Will and Testament, hereby revoking and annulling all other Wills and codicils by me made, and it is my desire that they be excused from giving bond.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal this 27th day of February in the year nineteen hundred and forty seven.

Bruner R. Anderson (SEAL)

Signed, sealed, published and declared by the above named Testator, as and for his last Will and Testament, in the presence of us, who, at his request, in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

A. Howell Linthicum

B. J. L. DuLaney

I, Bruner R. Anderson, do make, publish and declare this as and for the first codicil to my Last Will and Testament.

I hereby annul so much of Paragraph Six (6) in my Last Will and Testament as relates to my house on the South side of Hill Top Road at Linthicum Heights as I have sold the same, and in lieu thereof I hereby give and bequeath to the said Cora A. DuLaney the sum of Six Thousand Dollars in the place and stead of the said house. I hereby affirm everything else in the said paragraph with the exception above mentioned.

I also annul Paragraph Sixteen (16) in the said Last Will and Testament which refers to Harold B. Disney as the party has since departed this life.

I hereby declare this to be the first codicil to my Last Will and Testament and affirm everything in said Last Will and Testament with the exceptions mentioned in this codicil.

IN WITNESS I have hereunto subscribed my name and affixed my seal this 11th day of July in the year nineteen hundred and fifty one.

Bruner R. Anderson (SEAL)

Signed, sealed, published and declared by the above named Testator, as and for the first codicil to his Last Will and Testament, in the presence of us, who, at his request, in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

Jessie C. Meushaw

Hazel L. Hill

LIBER 110 PAGE 220

STATE OF MARYLAND

Anne Arundel County LIBER 110 PAGE 221

I. R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament and Codicil of Bruner R. Anderson *late of said County deceased taken from* the original which is one of the records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 10th *day of* March *in the year of our Lord, nineteen hundred and fifty-two.*

R Glenn Prout

Register of Wills for Anne Arundel County

9

Filed 28 Feb. 1952
Re-filed 3 Nov., 1952

LIBER 110 PAGE 222

THIS DEED, made this 21st day of April, in the year nineteen hundred and twelve, by Emma Cook and Jefferson M. Cook, her husband, of Anne Arundel County and the State of Maryland,

WITNESSETH, that in consideration of Five Dollars and other good and valuable considerations, the said Emma Cook and Jefferson M. Cook, her husband, do grant and convey unto Joshua S. Linthicum and Bruner R. Anderson, their heirs and assigns, all that lot of ground situate in Anne Arundel County that is described as follows:

BEGINNING for the same at a locust tree standing on the edge of a cliff overlooking the Chesapeake Bay, said locust tree being marked with a slash and one notch, and said beginning point being also the beginning point of a lot of ground conveyed to Dr. Hugh Young by the herein named grantors by deed dated May 10th. 1910, and is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 75, folio 291 etc.; thence with the first line of said Young's land, South fifty six degrees and forty five minutes West five hundred and sixty three feet to a large locust tree standing near the shore of Magothy Narrows; thence on the same course, South fifty six degrees and forty five minutes West thirty six and five tenths feet to a stake on the shore of a Creek; thence along the shore, at mean tide, as follows: North fifty one and one quarter degrees West four hundred and fifty feet to a post; thence North forty six and one half degrees East ten hundred and sixty feet to the waters of Chesapeake Bay; thence thereon, at mean tide, South eleven and one quarter degrees East six hundred and seventy feet to the aforementioned Young's land; thence South fifty six degrees and forty five minutes West forty eight feet to the beginning point. Containing ten acres of land more or less.

BEING a part of the land that was devised to Emma Cook by the last Will and Testament of Landy Linstead, bearing date

12,427 Eq., Hill vs Anderson
Exhibit No. 2 10/25/52
Examiner

May 23rd. 1867, and is recorded among the Records of Wills in the office of the Register of Wills of Anne Arundel County in Liber R.I.D. No. 1, folio 213 etc.

TOGETHER, with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

TO HAVE AND TO HOLD the land and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Joshua S. Linthicum and Bruner R. Anderson, their heirs and assigns, in fee simple.

AND the said Emma Cook and Jefferson M. Cook, her husband, hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said grantors.

TEST: Juliet D Strahorn

Emma Cook (SEAL)

Jefferson M Cook (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 21st day of April, 1912, before me, the subscriber, a ~~Justice of the Peace~~ Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Emma Cook and Jefferson M. Cook, her husband, and each acknowledged the aforegoing Deed to be their respective act.

Juliet D Strahorn

~~Justice of the Peace.~~ Notary Public

DEED

from

Emma Cook and

Jefferson H. Cook,
her husband,

to

Joshua S. Linthicum and

Bruner R. Anderson.

Received for Record 25 day of May 1912 at o'clock M. and same day recorded in Liber C. W. - No 89 folio 291 Land Records of Anne Arundel County.

George Wells, Clerk.

Paid Cash $1.50

BRUNER R. ANDERSON
ATTORNEY AT LAW
126-129 LAW BUILDING
BALTIMORE

Filed 28 Feb., 1952
Filed 3 Mar., 1952

THIS DEED, made this 3rd day of November, in the year nineteen hundred and sixteen, by Emma Cook and Jefferson M. Cook, her husband, of Anne Arundel County and the State of Maryland,

WITNESSETH that in consideration of Five Dollars and other good and valuable considerations, the said Emma Cook and Jefferson M. Cook, her husband, do grant and convey unto Joshua S. Linthicum and Bruner R. Anderson, their heirs and assigns, all that lot of ground situate in Anne Arundel County that is described as follows, that is to say:

BEGINNING for the same at a stake now planted on the shore of a branch of the Magothy River known as Magothy Narrows, at the Southwesternmost corner of a lot of ground heretofore conveyed by Emma Cook and husband to Joshua S. Linthicum and Bruner R. Anderson by deed dated April 21st 1912, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 89, folio 291 etc., and running thence along the shore line North fifty one and one quarter degrees West fifty eight feet to a stone; thence North thirty six and one half degrees East six hundred and forty seven feet to the centre of a public road known as the Mountain Road; thence North fifty four degrees East four hundred and seventy feet to the Chesapeake Bay; thence along the water of said Bay South eleven degrees East one hundred and thirteen feet more or less to intersect the ten acre tract of land heretofore conveyed by the said Emma Cook and husband to the said Joshua S. Linthicum and Bruner R. Anderson; thence along said line South forty six and one half degrees West ten hundred and seventy feet more or less to the place of beginning. Containing three acres of land more or less.

BEING a part of the land that was devised to the said Emma Cook by her father, Landy Linstead, by his last Will and Testament, bearing date May 23rd 1867, and recorded among the Records of Wills in the office of the Register of Wills of Anne Arundel County, in Liber R.I.D. No. 1, folio 213 etc.

No. 10,427 Equity - Hill vs Anderson
EXAMINER'S EXHIBIT 3 10/25/52
E. Clawson Examiner

TOGETHER, with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alleys, waters privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Joshua S. Linthicum and Bruner R. Anderson, their heirs and assigns, in fee simple.

AND the said Emma Cook and Jefferson M. Cook, her husband, hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

TEST: Emma Cook (SEAL)

Cora A DuLaney Jefferson M. Cook (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 3rd day of November, 1916, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Emma Cook and Jefferson M. Cook, her husband, and each acknowledged the aforegoing Deed to be their respective act.

WITNESS my hand and Notarial seal.

Cora A DuLaney
Notary Public.

LIBER 110 PAGE 227

DEED

from

Emma Cook and
Jefferson M. Cook, her
husband,

to

Joshua S. Linthicum and
Bruner R. Anderson,

Received for Record 14 day
of Nov 1916 at o'clock M.
and same day recorded in Liber
G. W. No. 133 Folio 225 Land
Records of Anne Arundel County.
George Wells, Clerk.

1.75

BRUNER R. ANDERSON
ATTORNEY AT LAW
126-129 LAW BUILDING
BALTIMORE

Filed 28 Feb, 1952
Refiled 3 Nov, 1952

THIS DEED, made this 26th day of ~~October~~ November, in the year nineteen hundred and seventeen, by John H. Geis and Sallie S.H.Geis, his wife, of Anne Arundel County and the State of Maryland,

WITNESSETH that in consideration of Five Dollars and other good and valuable considerations, the said John H. Geis and Sallie S.H.Geis, his wife, do grant and convey unto Bruner R. Anderson and Joshua S. Linthicum, their heirs and assigns, in fee simple, all that lot of ground, situate in Anne Arundel County, that is described as follows, that is to say:

BEGINNING for the same at a point on the Magothy Narrows at the end of the first line of the three acre tract of land heretofore conveyed to Bruner R. Anderson and Joshua S. Linthicum by deed dated November 3rd 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 133, folio 125 etc., thence running North thirty six and one half degrees East six hundred and forty seven feet to the centre of the Mountain Road; thence North fifty four degrees East four hundred and twenty one feet to a stake at the top of a bank; thence continuing the same course forty nine feet to the tidewater of Chesapeake Bay; thence along the tidewater of said Bay about North ten degrees West two hundred and eighty five feet to a locust post now set; thence South fifty four and one half degrees West five hundred and seventy four feet to the aforementioned Mountain Road; thence along the centre of the Mountain Road South thirty four degrees East one hundred and four feet; thence leaving said road and running South thirty six and one half degrees West three hundred and twenty seven feet; thence South fifty eight and one half degrees West three hundred and seventy feet to the waters of Magothy Narrows; thence along the waters of said Magothy Narrows Southeasterly one hundred feet to the place of beginning. Containing five and one quarter acres of land more or less. Also the right to use in common with others a strip of land thirty feet wide parallel to and along the fourth line of the above described land, extending from the Chesapeake Bay to the Mountain Road, for a roadway.

No. 1, [illegible] - Hill vs Anderson
[illegible] 10/25/52
[illegible] examiner

IE

BEING the same land conveyed to the said John H. Geis by Emma Cook and husband, by deed dated May 14th 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 137, folio 290 etc.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Bruner R. Anderson and Joshua S. Linthicum, their heirs and assigns, in fee simple.

AND the said John H. Geis and Sallie S.H.Geis, his wife, hereby covenant that they will warrant specially the property hereby conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

TEST:

Cora A. De Laney

John H. Geis (SEAL)

Sallie S. H. Geis (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 26 day of ~~October~~ November, 1917 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared John H. Geis and Sallie S.H.Geis, his wife, and each acknowledged the aforegoing Deed to be their respective act.

WITNESS my hand and Notarial seal.

Cora A. De Laney.
Notary Public.

9

DEED

from

John H. Geis and
Sallie [illegible].H.Geis, his
wife,

to

Bruner R. Anderson and
Joshua S. Linthicum.

Recorded for Record 27
Nov 7
131 4411

2.00

BRUNER R. ANDERSON
ATTORNEY AT LAW
126-129 LAW BUILDING
BALTIMORE

THIS DEED, Made this 18th day of January in the year nineteen hundred and thirty-eight by Frederick V. Beitler and Daisy M. Beitler, his wife of Baltimore City and the State of Maryland.

WITNESSETH, That in consideration of Five Dollars and other good and valuable considerations the said Frederick V. Beitler and Daisy M. Beitler, his wife, do grant and convey unto Bruner R. Anderson, his heirs and assigns, all that lot of ground situate in the Third Election District of Anne Arundel County, that is described as follows:-

BEGINNING for the same at the end of the fourth line of the land described in a deed from R. Glenn Prout, Sheriff, to Bruner R. Anderson bearing date December 18, 1934 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 135, folio 180 etc., thence with the fifth line of said conveyance from Prout to Anderson as corrected, North 14 degrees West 198 feet more or less to the end of the fifth line of said conveyance and to a line of the subdivision known as Arcadia; thence on a line of Arcadia North 83 degrees 15 minutes East 150 feet more or less to the waters of Chesapeake Bay; thence on the waters of Chesapeake Bay South 9 degrees 38 minutes East 120 feet more or less to the beginning of the fourth line of the land conveyed by Prout to Anderson; thence with said line South 54 degrees 47 minutes West 150 feet more or less to the place of beginning. Containing one-half of an acre of land more or less.

The land in the above description embraces the two lots of ground conveyed by Emma Cook and husband to Frederick V. Beitler and wife bearing date September 12, 1918 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 10, folio 340 etc., also the lot of ground conveyed by Jefferson M. Cook, Administrator to Frederick V. Beitler and wife by deed bearing date August 22, 1922 and recorded among the Land Records aforesaid in Liber W. N. W. No. 52, folio 339 etc. And the herein named grantors in consideration of Five Dollars and other good and valuable considerations hereby surrender all easements or rights of way as set forth in the aforesaid two deeds from Cook to Beitler above mentioned and also in the deed from Emma Cook and husband to the said Frederick V. Beitler bearing date November 3, 1916 and recorded among the Land Records aforesaid in Liber G. W. No. 133, folio 226 etc.

No. 10,427 Eq. - Hill v Anderson
Examiner's Exhibit 5 10/25/52
Examiner

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid lot of ground unto and to the proper use and benefit of Bruner R. Anderson, his heirs and assigns, in fee-simple.

AND the said parties of the first part hereby covenant that they will warrant specially the property hereby intended to be conveyed and will execute such other and further assurances of the same as may be necessary.

WITNESS the hands and seals of said grantors.

Frederick V. Beitler (SEAL)

WITNESS:

Margaret M. Shea

Daisy May Beitler (SEAL)

STATE OF MARYLAND, City of Balto, TO WIT:

I HEREBY CERTIFY, that on this 18 day of January, 1938, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Balto aforesaid, personally appeared Frederick V. Beitler and Daisy M. Beitler, his wife, the grantors named in the aforegoing Deed and they acknowledged the above Deed to be their act.

AS WITNESS my hand and Notarial seal.

Margaret E. Simmons
Notary Public.
My commission expires 5-1-39

Received for Record 25 day of Jany 1938, at 10 o'clock AM and same day recorded in Liber F. A. M., No. 124 Fol 447 Land Records of Anne Arundel County, Frank Munroe Clerk.

BRUNER R. ANDERSON
ATTORNEY AT LAW
20 EAST LEXINGTON STREET
BALTIMORE

2.00
02
2.02

DEED

FREDERICK V. BEITLER, and
DAISY M. BEITLER, his wife,
TO
BRUNER R. ANDERSON.

THIS DEED, Made this 18th day of December in the year nineteen hundred and thirty-four by R. Glen Prout, late sheriff of Anne Arundel County.

WHEREAS, by virtue of an execution issued out of the Circuit Court for Anne Arundel County dated August 2, 1934 in the case of International Harvester Company of America versus Elmer S. Stallings and Lydia R. Stallings, his wife, the said R. Glen Prout, late sheriff, took the said property and after having advertised the same for the required length of time in the Maryland Gazette, a newspaper published and printed in Anne Arundel County and by notice set up at the Court House Door, advertised the said property to be sold at public auction at the Court House Door in the City of Annapolis and attended at the Court House Door at the place aforesaid on Tuesday, November 20, 1934 at eleven fifteen o'clock A. M. and offered the property at public sale and sold the same to Bruner R. Anderson for $1500.00.

NOW THEREFORE THIS DEED WITNESSETH, that in consideration of the premises and the payment of the purchase price aforesaid I, the said R. Glen Prout, late sheriff, do hereby grant and convey unto Bruner R. Anderson, his heirs and assigns, all the right, title and interest of the said Elmer S. Stallings and Lydia R. Stallings, his wife, in and to all that lot of ground located on the East side of Mountain Road, Anne Arundel County that is described as follows:

BEGINNING for the same on the East side of the Mountain Road at a point formed by the intersection of the East side of Mountain Road and the North side of a road laid down on a plat designated as Cook Road and bounding on the East side of Mountain Road South 33° 44' East 315 feet, more or less to the South side of a proposed 30 foot road; thence on the South side of said road and along the boundary of the land owned by Joshua S. Linthicum and Bruner R. Anderson, North 54° 46' East 557 feet to the water of Chesapeake Bay; thence in a Northerly direction and bounding on the water of Chesapeake Bay 40 feet more or less to the land of Dr. Frederick V. Bietler; thence South 54° 47' West along the land of Dr. Frederick V. Bietler and the North side of said proposed 30 foot road 150 feet; thence running North 9° 38' West 198 feet to the property known as Arcadia; thence South 85° 32' West 53 feet; thence North 9° 43' West 87 feet more or less to the Northernmost side of said Cook Road; thence running Westerly on said side

of Cook Road South 67° 17' West 52.8 feet, South 54° 47' West 436 feet to the center of Mountain Road the place of beginning

This description is drawn to include the Cook Road and the proposed 30 foot road, subject to the right of way over said roads to whom said right of way have been granted. Containing 3.41 acres of land.

BEING the same lot of ground that is thirdly described in a deed from James M. Munroe, Trustee, to Elmer S. Stallings and Lydia R. Stallings, his wife, bearing date November 21, 1930 and recorded among the Land Records of Anne Arundel County in Liber F, S. R. No. 181, folio 307.

TOGETHER with the buildings thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises, unto and to the use of the said Bruner R. Anderson, his heirs and assigns, in fee-simple.

WITNESS the hand and seal of said grantor

TEST: Lucy F. Laskosky

R. Glenn Prout (SEAL)
Late Sheriff of Anne Arundel County

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of December in the year nineteen hundred and thirty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Glen Prout, late sheriff of Anne Arundel County, and he acknowledged the aforegoing Deed to be his act.

AS WITNESS my hand and Notarial seal.

Lucy F. Laskosky
Notary Public.

DEED

R. GLEN PROUT, Late Sheriff,

TO

BRUNER R. ANDERSON.

Received for Record 5th of July 1935, at 10 o'clock and same day recorded in Liber F. A. M., No. 135, Fol. 180, Land Records of Anne Arundel County, Frank C. Munroe Clerk.

BRUNER R. ANDERSON
ATTORNEY AT LAW
20 EAST LEXINGTON STREET
BALTIMORE

HAZEL L. HILL and
LUKE HILL, her husband,
106 Sycamore Road
Linthicum Heights, Md.

Plaintiffs.

vs.

DOROTHY N. ANDERSON BLUE and
DR. IRVIN N. BLUE, her husband,
10313 Cherry Tree Lane
Silver Spring, Prince George's
County, Md.
ROLLIN M. ANDERSON and
DOROTHY A. ANDERSON, his wife,
107 Sycamore Road
Linthicum Heights, Md.
BRUNER R. ANDERSON, 2d, and
LYDIA L. ANDERSON, his wife,
431 Cleveland Road
Linthicum Heights, Md.
CORNELIA E. ANDERSON, unmarried,
103 Sycamore Road
Linthicum Heights, Md.

Defendants.

LIBER 110 PAGE 235

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 10427 - EQUITY

Filed 16 Oct., 1952.

::::::::::::

A N S W E R

The Defendants, Dorothy N. Anderson Blue, Dr. Irvin N. Blue, Rollin M. Anderson, Dorothy A. Anderson, Bruner R. Anderson, 2d, Lydia L. Anderson, and Cornelia E. Anderson, Defendants in the above-entitled cause, by James W. Blackhurst, their Solicitor, in answering the Bill of Complaint in this case, say:

1. That they admit the allegations contained in Paragraphs 1, 2, 3, 4, 5, and 6 of the Plaintiff's Bill of Complaint.

2. That they, the Defendants, aver that all of the Parties to this cause are adults, and that the Defendants concur with the Plaintiff that the real and personal property owned by the parties hereto as joint tenants, as set out in the Bill of Complaint, should be sold and that the proceeds from such sale should be divided among the parties to this cause according to their respective interests.

James W. Blackhurst
James W. Blackhurst
Solicitor for the Defendants

25

Dorothy N. Anderson Blue
Dorothy N. Anderson Blue-Defendant

Irvin M Blue
Dr. Irvin M. Blue, Defendant

Rollin M Anderson
Rollin M. Anderson-Defendant

Dorothy A. Anderson
Dorothy A. Anderson-Defendant

Bruner R. Anderson 2nd.
Bruner R. Anderson, 2d,-Defendant

Lydia L. Anderson
Lydia L. Anderson-Defendant

Cornelia E. Anderson
Cornelia E. Anderson-Defendant

Service of copy of the within Answer admitted by George Sachse, on this 15th day of April, 1952.

George Sachse
George Sachse
Solicitor for Complainants.

LIBER 110 PAGE 237

HAZEL L. HILL, ET AL.,	:	IN
PLAINTIFFS,	:	THE CIRCUIT COURT
VS.	:	FOR
DOROTHY N. ANDERSON BLUE, ET AL.	:	ANNE ARUNDEL COUNTY
DEFENDANTS.	:	No. 10,427 Equity

::::::::::::::::::::::::::

TESTIMONY ON BEHALF OF THE PLAINTIFFS

October 25, 1952

Filed 3 Nov., 1952.

Present:

Mr. George Sachse, Solicitor for Plaintiffs.

Mr. James W. Blackhurst, Solicitor for Defendants.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Hazel L. Hill, pages 2, 3, 4.

Carl S. Thomas, pages 4, 5, 6.

SIGNATURES WAIVED BY CONSENT OF COUNSEL.

Hazel L. Hill, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Sachse)

1. What is your name and address?

A. Hazel L. Hill, 106 Sycamore Road, Linthicum Heights, Maryland.

2. What is your occupation?

A. Housewife.

3. What is your husband's name?

A. Luke Hill.

4. Did you know a Mr. Bruner R. Anderson?

A. He was my uncle.

5. Is Mr. Anderson living?

A. No, he died 31 August 1951.

6. At the time of his death, did he own five parcels of land described in the Bill of Complaint in this case?

A. Yes.

7. Did Mr. Anderson leave a Will giving you and certain other of his heirs these five parcels of land?

A. Yes.

8. Is this a certified copy of the Will of Bruner R. Anderson?

A. Yes. (CERTIFIED COPY OF WILL OF BRUNER R. ANDERSON MARKED EXAMINER'S EX. 1 AND FILED HEREWITH)

9. The other parties who received an interest in this property, are they the same parties you have mentioned as defendant in this case together with their respective husbands and wives?

A. Yes.

10. Are all of the parties who have an interest in this property and their respective husbands and wives over 21 years of age?

A. Yes.

11. Is the property which is the subject matter of this suit, the property, the east side of which borders on the Bay and the west side of which borders on the Magothy River?

A. Yes.

12. Are those the properties described in the deeds?

A. Yes.

13. Are the properties which are the subject matter of this suit the following: Deed dated April 21, 1912, from Emma Cook and husband to Bruner R. Anderson, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 89, folio 291. (MARKED EXAMINER'S EXHIBIT 2), Deed dated November 3, 1916 from Emma Cook and husband to Joshua S. Linthicum and Bruner R. Anderson, recorded as aforesaid in Liber G. W. No. 133, folio 225 (MARKED EXAMINER'S EXHIBIT 3), Deed dated November 26, 1917, from John H. Geis and wife to Bruner R. Anderson and Joshua S. Linthicum, recorded as aforesaid in Liber G. W. No. 131, folio 441 (MARKED EXAMINER'S EXHIBIT 4), Deed dated January 18, 1938 from Frederick V. Beitler and wife to Bruner R. Anderson, recorded as aforesaid in Liber F.A.M. No. 174, folio 147 (MARKED EXAMINER'S EXHIBIT 5), DEED dated December 18, 1934, from R. Glen Prout, to Bruner R. Anderson, recorded as aforesaid in Liber F.A.M. No. 135, folio 180 (MARKED EXAMINER'S EX. 6) and DEED dated 14 January 1933 from Joshua S. Linthicum and wife, recorded in Liber F.S.R. 106, folio 486(MARKED EXAMINER'S EX. 8)

A. Yes.

14. Is this land susceptible of division in kind without prejudice to the interests of the owners?

A. No.

15. Why do you, as one of the owners of this property, feel that it cannot be properly divided?

A. I feel it cannot be divided because the property on the Bay side has a high precipice; there is some low land almost level with thewater, some swamp land, some erroded on the river side, part high and part low land and a good bit of woodland; it also has a house on it which cannot be divided, because of the many characters of the land and because it has a house on it it cannot be divided fairly.

16. What is your idea as to the value of this land?

A. I am not qualified to say.

17. Do you think it is to the best interest and advantage of all parties that the land be sold and the proceeds divided?

A. I see no other fair way of doing it.

18. Are you familiar with the details of the Bill of Complaint?

A. Yes.

19. Do you allege that conditions existed as stated in the Bill of Complaint?

A. Yes.

20. Has the Will of Bruner R. Anderson been admitted to probate?

A. Yes.

21. Has the estate been administered?

A. Yes.

22. Has the Final Administration Account been filed?

A. Not the final one; there is still distribution to be made.

23. Has Notice to Creditors been published?

A. Yes.

(Mr. Klawans)

To the General Question underthe rule, the witness answers "No".

Carl S. Thomas, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Blackhurst)

1. State your name and address.

A. Carl S. Thomas, 140 South Street, Annapolis, Md.

2. What is your occupation?

A. Realtor.

3. How long have you been engaged in that business?

A. Thirteen years.

4. In what locality?

A. All of Anne Arundel County.

5. Do you specialize in any particular type of real estate?

A. Waterfronts more than any other.

6. Do you have any certificate or cards that qualify you as an appraiser?

A. Yes, I have qualified in every Court, including Federal Courts; I have been appraiser for a building and loan association for thirteen years, for the State Roads Commission, for the Federal Bureau of Docks.

7. You have heard Mrs. Hill testify as to certain properties located along the Chesapeake Bay and the Magothy River in Anne Arundel County?

A. Yes.

8. Are you familiar with these properties?

A. Yes.

9. You personally examined them?

A. Yes.

10. When?

A. About six weeks ago.

11. What did you find when you examined these properties?

A. I found a tract of land; I went by survey made by Thomas W. Shives in January 1952 of the Bruner R. Anderson Estate in Anne Arundel County. The piece of ground is located close to the entrance of Gibson Island on the Mountain Road. The total acreage surveyed is 19.14 acres, 8.46 acres are on the Magothy side and the balance are on the Chesapeake Bay side. There is on the ground a dwelling, quite old, four bedrooms, frame dwelling, has no heat, no electricity, no water; it is approximately 40 years old and is in bad repair.

12. Is the outline of the property regular or irregular?

A. Irregular.

13. Did you find any evidence of swamp land?

A. In the northeast section, there is considerable portion of swamp land.

14. Any evidence of erosion?

A. Very decided evidence of erosion; the plat shows the shore line by deed and the present shore line; in some spots the erosion is as great as 100 feet on the Bay side. I do not know when the deed description was drawn, but there is very heavy erosion on the Bay side and some erosion on the Magothy side.

15. In your opinion and with particular reference to the Bay side, did you find that bulk heading is a necessity?

A. It is definitely a necessity unless you want to continue to

lose more property.

(PLAT MADE BY THOMAS W. SHIVES OFFERED AS EXAMINER'S EX/7)

16. In your opinion is this land susceptible to division in kind without prejudice of the interest of the various co-tenants?

A. No.

17. Will you state your reason?

A. I personally don't see how the property could be divided equally. There are two definite types of property here, one portion on the Chesapeake Bay, one portion on the Magothy. You also have a dwelling on the property and I don't know how that could be divided in fairness to all. It is definitely of an irregular shape and it is not like taking a rectangle and cutting it up four ways; it just won't work.

18. Would the bulk heading you spoke about fall materially on one bad section or the whole tract?

A. It would definitely fall on the southeast section of the Chesapeake Bay property.

19. That is the section near the gate to Gibson Island?

A. That's correct.

20. What, in your opinion, is the fair market value of this property?

A. The entire tract, including the dwelling, I say would be $32,500.

21. What would be the best way of selling it?

A. I think the best way would be in its entirety. Perhaps the gross amount would not be as great, but it would take a long period of time to divide the property up and sell it.

(Mr. Klawans)

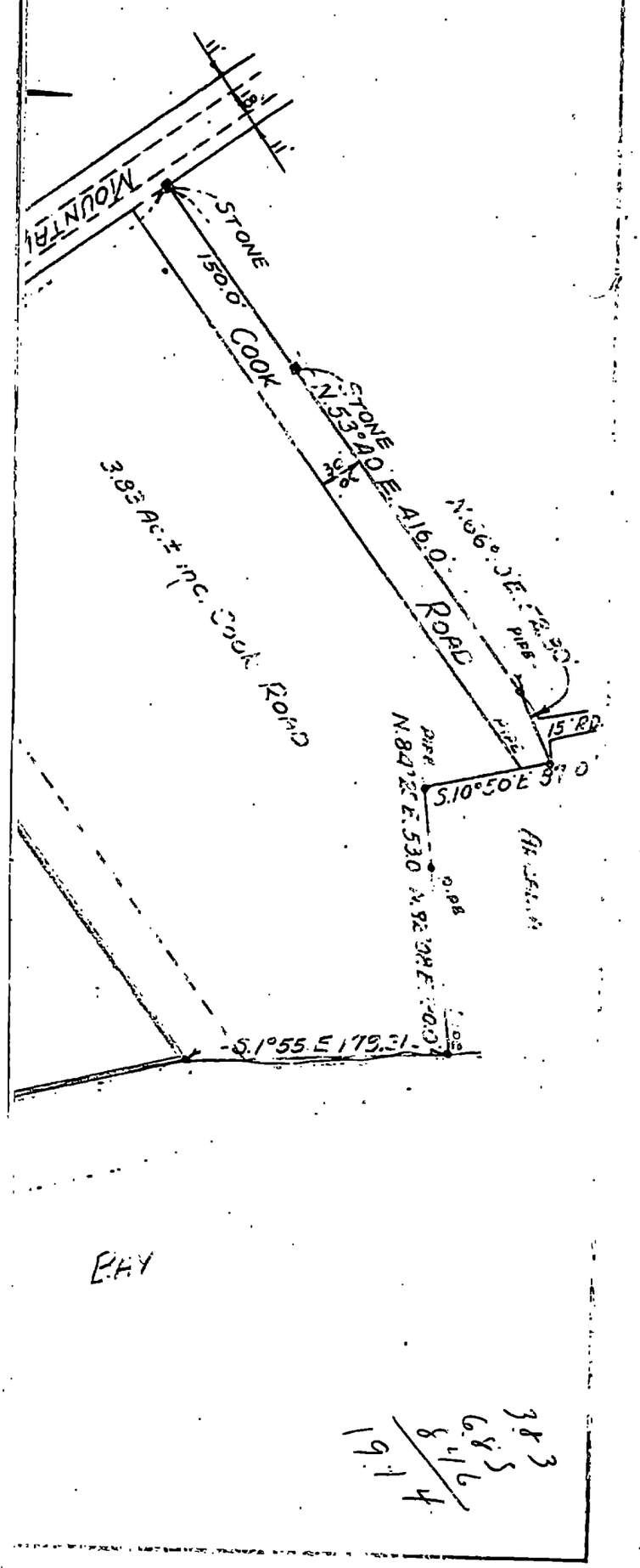
To the General Question under the rule, the witness answers "No".

There being no further witnesses to be examined on behalf of the Plaintiffs at this time, and no further testimony desired in their behalf, this testimony is now closed, and at the request of Plaintiffs' Solicitor is returned to the Court.

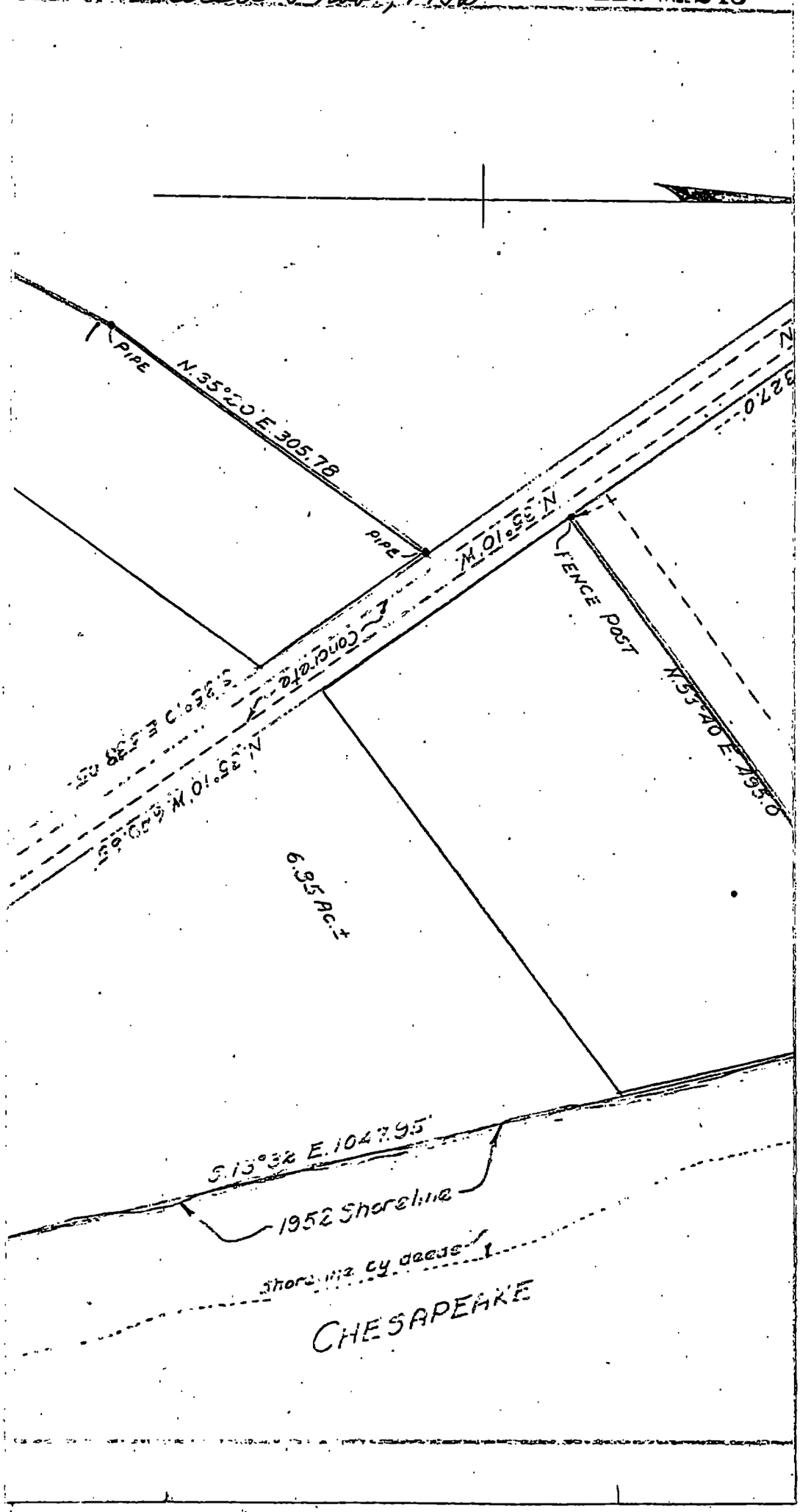
Witness my hand and seal this 3rd day of November 1952.

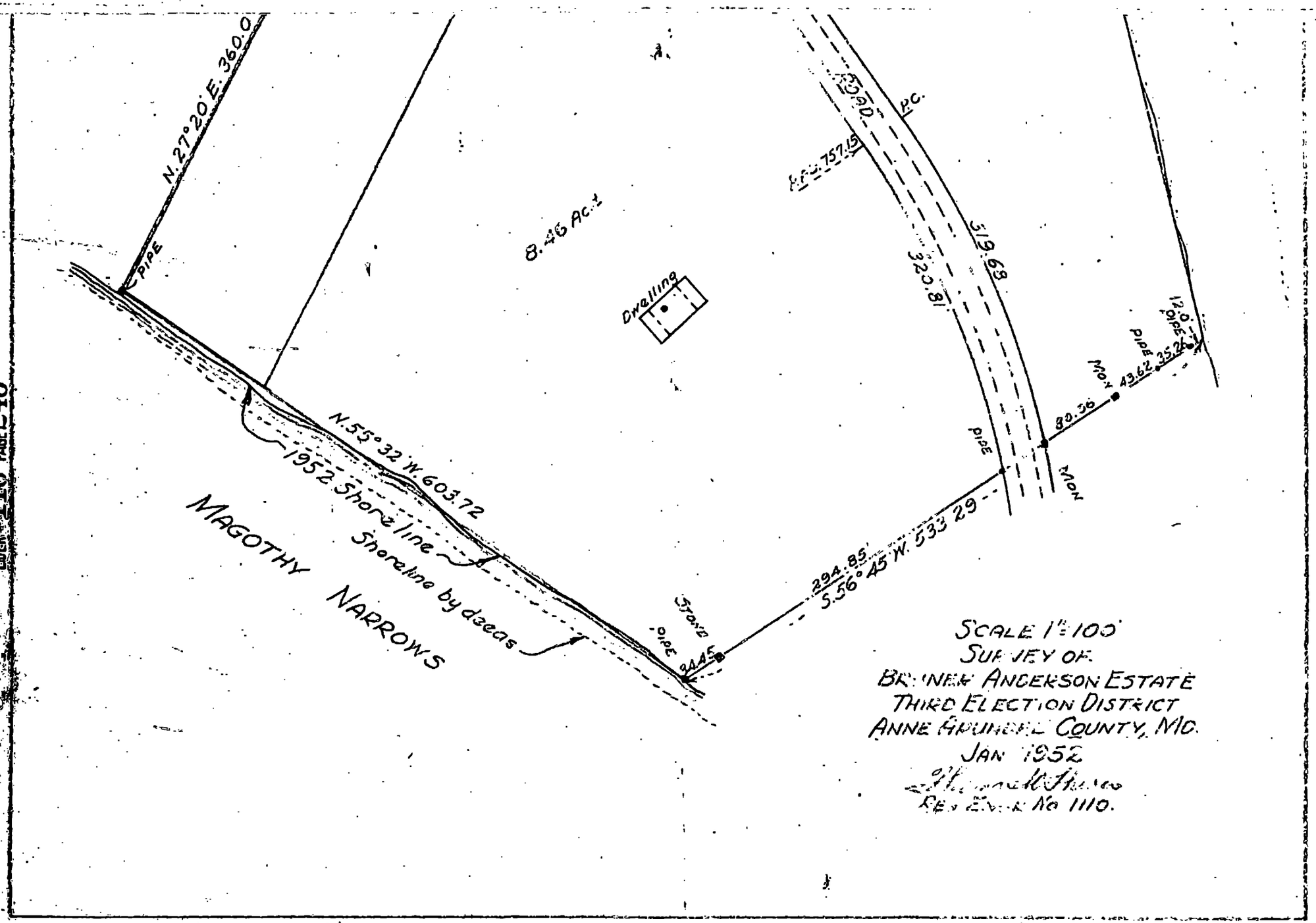
Examiner (SEAL)

E.K. $10.00
K.H.McC. $6.00


MOUNTA
STONE
150.0'
COOK
STONE
N.53°40'E. 416.0'
ROAD
3.83 Ac.± inc. Cook Road
PIPE
15' RD.
S.10°50'E 87.0'
S.1°55'E 179.31'
BAY

Filed 3 Nov., 1952 LIBER 110 PAGE 245





10,427 Eq. Hill v Anderson Examiner's Exh. 7 E/Clawans Examiner

No 10427

LIBER 110 PAGE 247

(Int. Rev. $4.00 Stamp.)

This Deed, made this 14th day of January in the year nineteen hundred and thirty-three, by Joshua S. Linthicum and Bertha Linthicum, his wife, of Anne Arundel County and the State of Maryland.

Witnesseth, that in consideration of Five Dollars and other good and valuable considerations the said Joshua S. Linthicum and Bertha Linthicum, his wife, do grant and convey unto Bruner R. Anderson, his heirs and assigns, all their right, title and interest in and to all those several lots of ground situate in Anne Arundel County that are described as follows:

The first of said parcels being all that parcel of ground which was conveyed to Joshua S. Linthicum, et al by Ridgley P. Melvin, Attorney, by deed bearing date April 8, 1913 and is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 95, folio 364 etc. Save and excepting so much thereof as has heretofor_ been conveyed.

Filed 3 Nov., 1933.

The second of said parcels consisting of all those three contiguous lots the first of which is described in a deed from John H. Geis and wife to Joshua S. Linthicum and Bruner R. Anderson, bearing date November 26, 1917 and is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 131, folio 441; the second of which is fully described by metes and bounds in a deed from Emma Cook and husband, bearing date April 21, 1912 and is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 89, folio 291; the third of said lots being all that lot of ground that was conveyed to Joshua S. Linthicum et al, by Emma Cook and husband by deed bearing date November 3, 1916 and is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 133, folio 225.

Together with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have And To Hold the said described lots of ground and premises, unto and to the use of the said Bruner R. Anderson, his heirs and assigns in fee-simple.

10,427 Eq - Hall v Anderson Examiner's Exh. 8
E. Clausius
Examiner

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And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said grantors.

TEST: Joshua S. Linthicum (SEAL)

A. Howell Linthicum Bertha Linthicum (SEAL)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 14th day of January in the year nineteen hundred and thirty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Joshua S. Linthicum and Bertha Linthicum, his wife, the grantors named in the above Deed and they acknowledged the aforegoing Deed to be their act.

As Witness my hand and Notarial seal.

(Notarial Seal.) A. Howell Linthicum, Notary Public.

Recorded 31 January, 1933 at 1 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber F.S.R. 106 Folio486 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 31st day of October A.D., 1952.

John H. Hopkins, 3rd.

John H. Hopkins, 3rd., Clerk

LIBER 110 PAGE 249

HAZEL L. HILL and LUKE HILL, her husband, 106 Sycamore Road Linthicum Heights, Md.	:	
Plaintiffs.	:	
vs.	:	
DOROTHY N. ANDERSON BLUE and DR. IRVIN N. BLUE, her husband, 10313 Cherry Tree Lane Silver Spring, Prince George's County, Md.	:	IN THE CIRCUIT COURT FOR
ROLLIN M. ANDERSON and DOROTHY A. ANDERSON, his wife, 107 Sycamore Road Linthicum Heights, Md.	:	ANNE ARUNDEL COUNTY NO. 10427 - Equity
BRUNER R. ANDERSON, 2d, and LYDIA L. ANDERSON, his wife, 431 Cleveland Road Linthicum Heights, Md.	:	
CORNELIA E. ANDERSON, unmarried, 103 Sycamore Road Linthicum Heights, Md.	:	
Defendants.	:	

Filed 19 Nov., 1952.

D E C R E E

This cause standing ready for hearing and being submitted for Decree on Bill and Answer, the parties being all adults, the proceedings were by the Court read and considered.

It appearing that the real estate mentioned in these proceedings is not susceptible of division without loss or injury to the parties interested; and that the personal property is likewise not susceptible of division according to the allegations of the Bill and Answer of the Defendants, it is thereupon this 19th day of ~~April~~ November, 1952, by the Circuit Court for Anne Arundel County in Equity.

ADJUDGED, ORDERED AND DECREED that the real estate and personal property mentioned in the proceedings be sold and that George Sachse and James W. Blackhurst be and they are hereby appointed Trustees to make such sale and that the course and manner of their proceedings be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves with a surety or sureties to be approved by the Clerk of this Court in the penalty of Thirty-

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Five Thousand dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future order or decree in the premises; they shall proceed to make the said sale, having first given at least three weeks' previous notice by inserting in some newspaper published in Anne Arundel County (or such other notice that they may deem proper) of the time, place, manner and terms of sale, which terms shall be as follows:

Cash on the day of sale for the personal property. A deposit of Five Thousand Dollars ($5,000.00) at time of sale for the real estate, balance to be paid on final ratification of such sale by this Court, or all cash at the option of the purchaser, deferred payment to bear interest from the day of sale, and to be secured by the purchaser or purchasers with the security to be approved by the Trustees. Taxes to be adjusted to the date of sale.

And as soon as may be convenient after such sale, the Trustees shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed. And on ratification of such sale by this Court, and on the payment of the whole purchase money, (and not before) the said Trustees by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser of said real property to him, her or them, sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustees shall bring into this Court the money arising from such sale and the bonds or other security which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit and such commissions to the said Trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged this trust.

Benjamin Nicholson
JUDGE

Equity
10,427

J. Md. Statutory.
Trustee's Bond.

LIBER 110 PAGE 251

Know all Men by these Presents,

THAT WE James W. Blackhurst and George Sachse

as principal, and the GLENS FALLS INDEMNITY COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Thirty Five Thousand and no/100---------- 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, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 21st day of November in the year nineteen hundred and fifty-two

WHEREAS, the above bounden James W. Blackhurst and George Sachse by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell property located on Mountain Road near Gibson Island consisting of approximately 19 acres with improvements

mentioned in the proceedings in the case of Hazel Hill, et al

VS.

Dorothy N. Anderson Blue, et al - Equity No. 10,427

now pending in said Court,

Now the Condition of this Obligation is such, that if the above bounden

do and shall well and faithfully perform the trust reposed in by said decree, or that may be reposed in 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 presence of

Ernest Arnott

Ernest Arnott

George Sachse [SEAL]

James W. Blackhurst [SEAL]

GLENS FALLS INDEMNITY COMPANY

By [SEAL]
Attorney

Form 8195—B—1-41

Filed 2 Dec., 1952.

approved 2 Dec., 1952.
John H. Hopkins, 3rd, clerk

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HAZEL L. HILL, and
LUKE HILL, her husband,
106 Sycamore Road,
Linthicum Heights, Md.,

Plaintiffs,

vs.

DOROTHY N. ANDERSON BLUE, and
DR. IRVIN N. BLUE, her husband,
10313 Cherry Tree Lane,
Silver Spring, Prince George's
County, Md.
ROLLIN M. ANDERSON, and
DOROTHY A. ANDERSON, his wife,
107 Sycamore Road
Linthicum Heights, Md.
BRUNER R. ANDERSON, 2d, and
LYDIA L. ANDERSON, his wife,
431 Cleveland Road,
Linthicum Heights, Md.,
CORNELIA E. ANDERSON, unmarried,
103 Sycamore Road
Linthicum Heights, Md.,

Defendants.

LIBER 110 PAGE 252

NO. 10,427 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY.

Filed 20 Jan., 1953.

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of James W. Blackhurst and George Sachse, Trustees, appointed by a Decree of the Circuit Court for Anne Arundel County, dated the 19th day of November, 1952, in the above-entitled matter, respectfully shows:-

1. That after giving Bond, with security for this faithful discharge of their trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale of certain real property by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three (3) weeks preceding the day of sale, James W. Blackhurst and George Sachse, Trustees, by virtue of the authority contained in a Decree of the Circuit Court for Anne Arundel County dated 19th November, 1952, did, pursuant to said notice, on the 3rd day of January, 1953, at 2:00 p.m., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County, and described in the aforesaid advertisement, a copy

of which is attached hereto and prayed to be taken as a part hereof.

2. Advertisements were also inserted in The Daily Record on December 16, 1952 and December 30, 1952, and in the Evening Capital on January 2, 1953.

3. BY THE MANNER OF SALE, two (2) separate parcels were offered and the bids thereon reserved. The property was then offered as an entirety. The property was sold as an entirety since this method produced the greatest amount of money.

4. BY TERMS OF SALE, a deposit of 10% of the purchase price was required at the time and place of sale; the balance of purchase price to be paid upon ratification of the sale by the Circuit Court for Anne Arundel County. All expenses to be adjusted to the date of sale.

5. The said fee simple property was sold as an entirety to Dorothy N. Anderson Blue, Rollin M. Anderson, Bruner R. Anderson and Cornelia E. Anderson, unmarried, at and for the sum of Fifty-Two Thousand Dollars ($52,000.00) said purchasers being then and there the highest bidders.

James W. Blackhurst
James W. Blackhurst, Trustee

George Sachse
George Sachse, Trustee

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

I HEREBY CERTIFY, That on this 20th day of January, 1953, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared James W. Blackhurst and George Sachse, Trustees, and made oath in due form of law 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.

Clarence C. Burwell
Notary Public

My commission expires May 4, 1953.

JAMES W. BLACKHURST, Solicitor
3 Central Avenue, S. W.,
Glen Burnie, Maryland.

GEORGE SACHSE, Solicitor
Glen Burnie, Maryland.

TRUSTEE'S SALE
VALUABLE FEE SIMPLE
IMPROVED AND UNIMPROVED
Waterfront Property Located on Mountain Road, Near Gibson Island. (Approximately One-Half Mile From Gibson Island Gate House.)

By virtue of a decree of the Circuit Court for Anne Arundel County filed in Equity Case No. 10,427, the undersigned Trustees will sell at public auction on the premises

JANUARY 2, 1953,
AT 2 O'CLOCK, P. M.

All that property located in the Third Election District, Anne Arundel County, State of Maryland, described in the following Deeds less the effect of erosion as indicated by a plat prepared in January, 1952, by Thomas W. Shivos, Registered Engineer and Surveyor:

1. Deed from Emma Cook and Jefferson Cook, her husband, dated April 21, 1912, recorded among the Land Records of Anne Arundel County in Liber G. W. 89, folio 201.

2. Deed from Emma Cook and Jefferson Cook, her husband, dated November 3, 1916, recorded among the Land Records of Anne Arundel County in Liber G. W. 133, Folio 225.

3. Deed from John H. Geis and Sallie Geis, his wife, dated November 20, 1917, recorded among the Land Records of Anne Arundel County in Liber G. W. 131, Folio 441.

4. Deed from Frederick V. Beitler and Daisy M. Beitler, his wife, dated January 18, 1938, recorded among the Land Records of Anne Arundel County in Liber F. A. M. 174, Folio 447.

5. Deed from S. Glenn Praut, as late Sheriff of Anne Arundel County, dated December 18, 1934, recorded among the Land Records of Anne Arundel County in Liber F. A. M. 135, Folio 180.

The aforementioned plat indicates a tract with a total of 10.14 acres, more or less, irregular in shape, and divided by Mountain Road into two sections hereinafter referred to as Chesapeake Bay Section and Magothy Narrows Section.

a. Chesapeake Bay Section consists of 10.68 acres, more or less, and has a beach frontage of 1227.20 feet on the Chesapeake Bay and a road frontage of 1206.33 feet on Mountain Road.

b. Magothy Narrows Section consists of 8.46 acres, more or less, and has a beach frontage of 603.72 feet and a road frontage of 858.86 feet, more or less, on Mountain Road. The Magothy Narrows Section is IMPROVED BY A 2-STORY FRAME DWELLING.

The property will be offered in two sections, as divided by Mountain Road, the bid reserved and then offered as an entirety and sold in the manner producing the greatest amount of money

A copy of the plat referred to above is available for inspection at the office of James W. Blackhurst, George Sachse, or at the offices of the auctioneer.

TERMS OF SALE: A deposit of 10% of the purchase price will be required at the time and place of sale. Balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County. All expenses adjusted to date of sale.

JAMES W. BLACKHURST,
GEORGE SACHSE, Trustees.
SAM W. PATTISON & CO., Auctioneers.
W. N. Howard Street,
Baltimore 1, Maryland.

Filed 20 Jan., 1953.

Exhibit.

d-18

ORDER NISI

HAZEL L. HILL and
LUKE HILL, her husband

versus

DOROTHY N. ANDERSON BLUE and
DR. IRVIN N. BLUE, her husband,
et al

LIBER 110 PAGE 255
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,427 Equity

Filed 20 Jan., 1953.

Ordered, this 20 day of January, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by James W. Blackhurst and George Sachse, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2 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 2 day of March next.

The report states that the amount of sales to be $ 52,000.00.

John H. Hopkins, 3rd. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

HAZEL L. HILL and
LUKE HILL, her husband

versus

DOROTHY N. ANDERSON BLUE and
DR. IRVIN N. BLUE, her husband,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 7 April, 1953.

ORDERED BY THE COURT, This 7th day of April, 19 53, that the sale made and reported by the Trustees 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 allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

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Eq # 10427

LIBER 110 PAGE 256

JAMES W. BLACKHURST, Solicitor
1 Central Avenue, S. W.,
Glen Burnie, Maryland.

GEORGE SACHSE, Solicitor
Glen Burnie, Maryland

TRUSTEE'S SALE
VALUABLE FEE SIMPLE
IMPROVED AND UNIMPROVED
Waterfront Property Located on Mountain Road, Near Gibson Island. (Approximately One-Half Mile From Gibson Island Gate House.)

By virtue of a decree of the Circuit Court for Anne Arundel County filed in Equity Case No. 10,427, the undersigned Trustees will sell at public auction on the premises

JANUARY 8, 1953,
AT 2 O'CLOCK, P. M.

All that property located in the Third Election District, Anne Arundel County, State of Maryland, described in the following Deeds less the effect of erosion as indicated by a plat prepared in January, 1952, by Thomas W. Shives, Registered Engineer and Surveyor:

1. Deed from Emma Cook and Jefferson Cook, her husband, dated April 21, 1912, recorded among the Land Records of Anne Arundel County in Liber G. W. 89, folio 201.

2. Deed from Emma Cook and Jefferson Cook, her husband, dated November 3, 1916, recorded among the Land Records of Anne Arundel County in Liber G. W. 133, Folio 225.

3. Deed from John H. Geis and Sallie Geis, his wife, dated November 26, 1917, recorded among the Land Records of Anne Arundel County in Liber G. W. 131, Folio 441.

4. Deed from Frederick V. Beltler and Daley M. Beltler, his wife, dated January 18, 1938, recorded among the Land Records of Anne Arundel County in Liber F. A. M. 174, Folio 447.

5. Deed from S. Gleun Prout, as late Sheriff of Anne Arundel County, dated December 18, 1934, recorded among the Land Records of Anne Arundel County in Liber F. A. M. 135, Folio 180.

The aforementioned plat indicates a tract with a total of 19.14 acres, more or less, irregular in shape, and divided by Mountain Road into two sections hereinafter referred to as Chesapeake Bay Section and Magothy Narrows Section.

a. Chesapeake Bay Section consists of 10.68 acres, more or less, and has a beach frontage of 1227.26 feet on the Chesapeake Bay and a road frontage of 1200.33 feet on Mountain Road.

b. Magothy Narrows Section consists of 8.46 acres, more or less, and has a beach frontage of 603.72 feet and a road frontage of 858.80 feet, more or less, on Mountain Road. The Magothy Narrows Section is IMPROVED BY A 2-STORY FRAME DWELLING.

The property will be offered in two sections, as divided by Mountain Road, the bid reserved and then offered as an entirety and sold in the manner producing the greatest amount of money

A copy of the plat referred to above is available for inspection at the office of James W. Blackhurst, George Sachse, or at the offices of the auctioneer.

TERMS OF SALE: A deposit of 10% of the purchase price will be required at the time and place of sale. Balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County. All expenses adjusted to date of sale.

JAMES W. BLACKHURST,
GEORGE SACHSE, Trustees.
SAM W. PATTISON & CO., Auctioneers.
407 N. Howard Street,
Baltimore 1, Maryland.

d-12

Filed 22 Jan, 1953

No. M. G. 8637

Eq # 10427

OFFICE OF LIBER 110 PAGE 257

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 23rd, 1953

We hereby certify, that the annexed

Trustee's Sale

Chesapeake Bay at Magothy Harbor

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 3rd day of January, 1953. The first insertion being made the 10th day of December, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

JAMES W. BLACKHURST, Solicitor
1 Central Avenue, S. W.,
Glen Burnie, Maryland.

GEORGE SACHSE, Solicitor,
Glen Burnie, Maryland.

TRUSTEE'S SALE

VALUABLE FEE SIMPLE

IMPROVED AND UNIMPROVED

Waterfront Property Located on Mountain Road, Near Gibson Island

(Approximately One-Half Mile From Gibson Island Gate House.)

By virtue of a decree of the Circuit Court for Anne Arundel County filed in Equity Case No. 10,427, the undersigned Trustees will sell at public auction on the premises

SATURDAY, JANUARY 3, 1953

AT 2 O'CLOCK P. M.

All that property located in the Third Election District, Anne Arundel County, State of Maryland, described in the following Deeds less the effect of erosion as indicated by a plat prepared in January, 1952, by Thomas W. Shives, Registered Engineer and Surveyor:

1. Deed from Emma Cook and Jefferson Cook, her husband, dated April 21, 1912, recorded among the Land Records of Anne Arundel County in Liber G. W. 80, folio 291.

2. Deed from Emma Cook and Jefferson Cook, her husband, dated November 3, 1916, recorded among the Land Records of Anne Arundel County in Liber G. W. 133, Folio 225.

3. Deed from John H. Geis and Sallie Geis, his wife, dated November 20, 1917, recorded among the Land Records of Anne Arundel County in Liber G. W. 131, Folio 441.

4. Deed from Frederick V. Beitler and Daisy M. Beitler, his wife, dated January 18, 1938, recorded among the Land Records of Anne Arundel County in Liber F. A. M. 174, Folio 447.

5. Deed from S. Glenn Prout, as late Sheriff of Anne Arundel County, dated December 18, 1934, recorded among the Land Records of Anne Arundel County in Liber F. A. M. 135, Folio 180.

The aforementioned plat indicates a tract with a total of 19.14 acres, more or less, irregular in shape, and divided by Mountain Road into two sections hereinafter referred to as Chesapeake Bay Section and Magothy Narrows Section.

a. Chesapeake Bay Section consists of 10.68 acres, more or less, and has a beach frontage of 1227.20 feet on the Chesapeake Bay and a road frontage of 1296.33 feet on Mountain Road.

b. Magothy Narrows Section consists of 8.46 acres, more or less, and has a beach frontage of 603.72 feet and a road frontage of 858.86 feet, more or less, on Mountain Road. The Magothy Narrows Section is IMPROVED BY A 2-STORY FRAME DWELLING.

The property will be offered in two sections, as divided by Mountain Road, the bid reserved and then offered as an entirety and sold in the manner producing the greatest amount of money.

A copy of the plat referred to above is available for inspection at the office of James W. Blackhurst, George Sachse, or at the offices of the auctioneer.

TERMS OF SALE: A deposit of 10% of the purchase price will be required at the time and place of sale. Balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County. All expenses adjusted to date of sale.

JAMES W. BLACKHURST,
GEORGE SACHSE,
Trustees.

SAM W. PATTISON & CO., Auctioneers.
407 N. Howard Street
Baltimore 1, Maryland
d10,30

Filed 23 Jan., 1953.

Contract of Purchase LIBER 110 PAGE 259

Duplicate

SAM W. PATTISON & CO.
Auctioneers

Baltimore, January 3, 1953

I have this day purchased at public auction sale from James W. Blackhurst, George Sachse, Trustees the Fee Simple property known as Magothy Narrows Section and Chesapeake Bay Section containing 19.14 Acres more or less and more particularly described in the annexed advertisement which is made part hereof, upon the terms and conditions as set out in said advertisement, for the sum of --------$ 52,000.00--------- Dollars, of which -------$ 5,200.00---------- Dollars have been paid, the balance to be paid in cash upon ratification of the sale by the Circuit Court for Anne Arundel County

WITNESS:

(signed) Dorothy A. Blue
Bruner R. Anderson
Rollin M. Anderson
Cornelia E. Anderson

Buyer

Sam W. Pattison Rea (signed) James W. Blackhurst

Seller

George Sachse, Trustees

Seller

Sam W. Pattison Rea

LIBER 110 PAGE 260

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 4th, 1953

We hereby certify, that the annexed

Order Nisi-Sale

Equity Number 10,427

Hazel L. Hill

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 2nd day of March, 1953. The first insertion being made the 29th day of January, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. MG. 9905

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,427 Equity

HAZEL L. HILL And LUKE HILL Her Husband

Vs.

DOROTHY N. ANDERSON BLUE And DR. IRVIN N. BLUE, Her Husband et al.

Ordered, this 20th day of January, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by James W. Blackhurst and George Sachse, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of March next.

The report states that the amount of sales to be $52,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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Filed 7 Feb 1953

J. Md. Statutory.
Trustee's Bond.

LIBER 110 PAGE 261

No. 10,427 Equity

Know all Men by these Presents.

THAT WE James W. Blackhurst and George Sachs

as principal, and the GLENS FALLS INDEMNITY COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seventeen Thousand and No/100 - - - - - - - ($17,000.00) - - - 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, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 10th day of April in the year nineteen hundred and fifty-three.

Recd Grant 12/1953

WHEREAS, the above bounden James W. Blackhurst and George Sachs by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell property located on Mountain Road near Gibson Island consisting of approximately 19 acres with improvements mentioned in the proceedings in the case of Hazel Hill, Etal.

vs.

Dorthy Anderson Blue, Etal Eq. #10427

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden James W. Blackhurst and George Sachs

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them 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 presence of

Ernest R. Smoot

Dorothy Geipe
Dorothy Geipe

James W. Blackhurst [SEAL]

George Sachse [SEAL]

GLENS FALLS INDEMNITY COMPANY

By C. M. Reisenweber [SEAL]
C. M. Reisenweber, Attorney

Approved April 17, 1953
John A. Hopkins 3rd Clerk

Form 8193—B—1-41

47

LIBER 110 PAGE 262

In the Case of

Hazel L. Hill

and

Luke Hill, her husband

VS.

Dorothy N. Anderson Blue

and

Dr. Irvin N. Blue, her husband, et al

In the

Circuit Court

For

Anne Arundel County

No. 10,427 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.

Filed 9 May, 1953.

May 5, 1953

All of which is respectfully submitted.

Laura B. Tickle

Auditor.

Dr. Hazel L. Hill and Luke Hill, her husband Vs. Dorothy N. Anderson in ac. Blue and Dr. Irvin N. Blue, her husband, et al

To Trustees for Commissions on $50,000. as agreed, viz:	1,280 00	1,280 00
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10 00	
Defendants' Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	52 00	
Joseph W. Alton, Jr. - Sheriff's costs	7 25	
Emanuel Klawans - Examiner's fee	10 00	
Katharine H. McCutchan - stenographer's fee	6 00	
Auditor - stating this account	45 00	
		140 25
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale in Evening Capital & Maryland Gazette	56 24	
Capital-Gazette Press - galley proofs	2 09	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Daily Record - advertising sale	49 92	
Glens Falls Indemnity Co. - bond premiums (11-21-52 and 4-10-53)	208 00	
Sam W. Pattison & Co. - auctioneer's fee	600 00	
Carl S. Thomas - fee for appraisal and testimony	50 00	
Thomas W. Shives - twelve prints of plat	3 00	
One-half Federal documentary stamps	28 60	
One-half State documentary stamps	28 60	
Clemence C. Burwell - notary fee	50	
		1,040 95
BALANCE FOR DISTRIBUTION - $49,538.80		
Distributed to devisees of Bruner R. Anderson named in Last Will and Testament dated 2/27/47, viz:		
To Dorothy N. Anderson Blue - one-fifth	9,907 76	
To Rollin M. Anderson - one- fifth	9,907 76	
To Bruner R. Anderson, III - one-fifth	9,907 76	
To Cornelia E. Anderson - one-fifth	9,907 76	
To Hazel L. Hill - one-fifth	9,907 76	49,538 80
		52,000 00

49

with James W. Blackhurst and George Sachse, Trustees Cr.

1953				
Jan.	3	Proceeds of Sale	52,000 00	52,000 00
				52,000 00

LIBER 110 PAGE 265

Filed 9 May, 1953

ORDER NISI

Hazel L. Hill and
Luke Hill, her husband
VERSUS
Dorothy N. Anderson Blue
and
Dr. Irvin N. Blue, her husband, et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,427 Equity.

ORDERED, This 9 day of May, 19 53, 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 15 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 15 day of June next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of July, 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 JUL 11 PM 3:53

Benjamin Michaelson
Judge

LIBER 110 PAGE 266

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 2nd, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

Equity Number 10,427

Hazel L. Hill

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 15th day of June, 1953 The first insertion being made the 14th day of May, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Kay Green

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,427 Equity

HAZEL L. HILL and LUKE HILL, her husband

Vs.

DOROTHY N. ANDERSON BLUE and DR. IRVIN N. BLUE, her husband, et al.

Ordered this 9th day of May, 1953, That the Report and Account of the Auditor, filed this doy in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of June next; Provided, a copy of this Order bo inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-28

MG 8205 FILED

1958 JUL 11 PM 2:12

52

LIBER 110 PAGE 267

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
NORMAN F. RIDER AND THERESA M. RIDER, his wife	:	(In Equity)

No. 12,481 Equity

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 Norman F. Rider and Theresa M. Rider, his wife to Baltimore Federal Savings and Loan Association, dated January 29th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1095 folio 442.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 JAN -8 PM 2:02

LIBER 110 PAGE 268
LIBER 1095 PAGE 442

VA Form VB4-6318 (Home Loan) Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

MARYLAND

No. 12,481 Equity

MORTGAGE

THIS MORTGAGE, made this 29th day of January, A. D. 19 57, by and between

NORMAN F. RIDER AND THERESA M. RIDER, 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 TWELVE THOUSAND THREE HUNDRED NINETY-FIVE AND 00/100ths Dollars ($ 12,395.00), 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, 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-TWO AND 81/100ths Dollars ($ 62.81), commencing on the first day of March, 19 57, 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~~ January 28, 1987 ~~19~~. 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. 43, in Block J, as shown on the plat entitled "Country Club Estates Section 4" dated January 1956 and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 20. The improvements whereon being known as No. 132 North Meadow Drive.

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 Admiral Engineering Corporation, unto the within named Mortgagors.

FILED
1958 JAN -8 PM 2:02

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

10—49890-8

"Plaintiff's Exhibit 'A'"

3

LIBER 110 PAGE 269

LIBER 1095 PAGE 443

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 [redacted]:

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 One Hundred Twenty ($120.00) Dollars, payable half-yearly on the 6th 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—49890-3

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 Joseph J. Callahan or Walter S. Calwell, 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:

Albert G. Fitzgerald
ALBERT G. FITZGERALD

Norman F. Rider [SEAL]
Norman F. Rider

[SEAL]

Theresa M. Rider [SEAL]
Theresa M. Rider

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 29th day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Norman F. Rider and Theresa M. Rider, 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.

Albert G. Fitzgerald
ALBERT G. FITZGERALD, Notary Public.

Rec'd for record Jan. 30 1957 at 11:22 A.M.
Mailed to The Colonial Title Guarantee Co.

LIBER 110 PAGE 271

Application No. 43264
Written by JM
Approved by [signature] Examiner
Ready for Record [signature]

STATE OF MARYLAND
245-13969

Mortgage

FROM

NORMAN F. RIDER AND THERESA M. RIDER, his wife.,

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record ... o'clock M.
Same day recorded in Liber ... &c.,
Date of the land records of ...
and examined per ..., Clerk.

Cost of Record, $ 13.50

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 JAN 30 AM 11:22
RECORDED IN LIBER GTC
NO 1095 OLIO 442
GEO. T. CROMWELL CLERK

U. S. GOVERNMENT PRINTING OFFICE 16—49890-4

THE COLONIAL TITLE GUARANTEE COMPANY
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MARYLAND

LIBER 110 PAGE 272

MILITARY AFFIDAVIT

Docket 17 folio 214

No. 12,481 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of January 1958 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 Norman F. Rider and Theresa M. Rider, his wife against whom foreclosure proceedings were instituted are ~~he~~ 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 ~~he has~~ not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not ~~he is~~ members of the Enlisted Reserve Corps, and have ~~has~~ not been ordered to report for service therein, ~~that~~ ~~he is absent from the City of Baltimore~~, 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

FILED

1958 JAN -8 PM 2:02

6

LIBER 110 PAGE 273 OFFICE OF 12,147

CALLAHAN & CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Baltimore 2, Md.

Under and by virtue of the power and authority contained in a Mortgage from Norman F. Rider and Theresa M. Rider, his wife, to Baltimore Federal Savings and Loan Association, dated January 29th, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1095, folio 442 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, Feb. 18, 1958

at 3 o'clock P.M.

All that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, at Country Club Estates, near Furnace Branch and Marley Creek.

Being known and designated as Lot No. 43, in Block J, as shown on Plat entitled "Country Club Estates Section 4" dated January, 1956, and recorded among the Land Records of Anne Arundel County in Plat Book 28, folio 20; the improvements whereon are known as No. 132 North Meadow Drive.

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

Subject to the payment of an annual ground rent of $120.00 and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

Improved by a 1½ story, brick and frame bungalow, containing 6 rooms, 2 baths, hot water, gas 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.

F-13

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

Norman F. Rider

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 18th 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.

LIBER 110 PAGE 274

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

NORMAN F. RIDER AND

THERESA M. RIDER, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,481 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association**

under the mortgage from **Norman F. Rider and Theresa M. Rider, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **29th** day of **January** **1957**, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1095** Folio **442**.

Amount of Mortgage	**$12,395.00**
Less amount paid on principal	**82.26**
	12,312.74
Plus - interest to 2/18/1958	**350.91**
	12,663.65
Plus - overdraft in expense account	**91.12**
	12,754.77

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **21st** 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 22 AM 9:32

Clara M. Link Notary Public

xxxxMortgage and Attorney's Bond. LIBER 110 PAGE 275 1-369

262206

LIBER 9 PAGE 257

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

No. 12,481 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, EIGHT HUNDRED AND 00/100 ($12,800.00) - - - - - - - - - - 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 14th - 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 Norman F. Rider and Theresa M. Rider, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 29th day of January nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1095, Folio 442, and

#132 S. Meadow Drive 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

Attest:

V. N. Mercier
Assistant Secretary
V.N.Mercier

Walter S. Calwell (Seal)
Walter S. Calwell
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President G. Lee Burgess

FILED
1958 MAR 22 AM 9:32

Bond approved this 22nd day of March, 1958.
George T. Cromwell

9

CALLAHAN & 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 Norman F. Rider and Theresa M. Rider, his wife, to Baltimore Federal Savings and Loan Association, dated January 29th, 1957; and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1095, folio 442 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., Mar. 27, 1958 at 3 o'clock P.M.

All that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, at Country Club Estates, near Furnace Branch and Marley Creek.

Being known and designated as Lot No. 43, in Block J, as shown on Plat entitled "Country Club Estates Section 4" dated January, 1956, and recorded among the Land Records of Anne Arundel County in Plat Book 28, folio 20; the improvements whereon are known as No. 132 North Meadow Drive.

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

Subject to the payment of an annual ground rent of $120.00 and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

Improved by a 1½ story, brick and frame bungalow, containing 6 rooms, 2 baths, hot water, gas 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

M-20

WALTER S. CALWELL, Attorney Named in Mortgage : IN THE CIRCUIT COURT

VS. : FOR

NORMAN F. RIDER AND THERESA M. RIDER, HIS WIFE : ANNE ARUNDEL COUNTY

: (In Equity)

No. 12,481 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 29th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1095 folio 442 from said Norman F. Rider and Theresa M. Rider, 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 27th 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 known as Lot No. 43, in Block J, as shown on Plat entitled "County Club Estates Section 4" dated January, 1956 and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 20, the improvements whereon are known as No. 132 North Meadow Drive; more particularly and at length described in the aforesaid Mortgage and the attached advertisement of sale.

FILED

1958 MAR 29 AM 11:23

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, subject to the payment of an annual ground rent of One Hundred twenty ($120.00) Dollars, at and for the sum of Twelve Thousand four Hundred seventy-five ($12,475.00) 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 **28th** 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

11

LIBER 110 PAGE 278

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

NORMAN F. RIDER AND
THERESA M. RIDER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,481 Equity

Ordered, this 29 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 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.

The report states that the amount of sale was $ 12,475.00

FILED 1958 MAR 29 AM 11:23

George T. Cromwell, Clerk.

True Copy,

TEST: , Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

NORMAN F. RIDER AND
THERESA M. RIDER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of May, 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.

Judge

FILED

1958 MAY -7 AM 9:26

12

CALLAHAN & 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 Norman F. Rider and Theresa M. Rider, his wife, to Baltimore Federal Savings and Loan Association, dated January 29th, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1095, folio 442 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., Mar. 27, 1958
at 3 o'clock P.M.

All that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, at Country Club Estates, near Furnace Branch and Marley Creek.

Being known and designated as Lot No. 43, in Block J, as shown on Plat entitled "Country Club Estates Section 4" dated January, 1956, and recorded among the Land Records of Anne Arundel County in Plat Book 28, folio 20; the improvements whereon are known as No. 132 North Meadow Drive.

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

Subject to the payment of an annual ground rent of $120.00 and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

Improved by a 1½ story, brick and frame bungalow, containing 6 rooms, 2 baths, hot water, gas 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

M-20

LIBER 110 PAGE 279 OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 21, 1958

We hereby certify, that the annexed

Attorney's Sale

Norman F. Rider

was published in 12,481

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of March, 1958. The first insertion being made the 27th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 APR 22 PM 2:42

By H. Tilghman

LIBER 110 PAGE 280 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. 12,481 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
NORMAN F. RIDER and
THERESA M. RIDER, his wife

Ordered, this 29th 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 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.

The report states that the amount of sale was $12,475.00.

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 Sale
Eq. 12,481
Norman F. Rider

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 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. 1514

1958 APR 30 PM 12:06

14

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
Norman F. Rider
and
Theresa M. Rider, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,481 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.

June 2, 1958

All of which is respectfully submitted.

Laura K. Faulkner
Auditor.

FILED
1958 JUN -4 PM 3:33

15

Dr.

Walter S. Calwell, Attorney named in Mortgage vs. Norman F. Rider and Theresa M. Rider, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	406	75	456	75
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 - first advertisement of sale	47	56		
Capital-Gazette Press - second advertisement of 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	51	20		
E.T. Newell & Co., Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	6	88		
One-half State documentary stamps	6	87		
Clara M. Link - notary fees	1	25	200	32
To Attorney for Taxes and Ground Rent, viz:				
1958 State and County taxes - adjusted to 3/27/58	40	50		
Semi-annual ground rent of $60.00 due 6/6/58 - 3 months 21 days	36	93	77	43
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	11,772	18	11,772	18
			12,558	18
Amount of mortgage claim filed	12,754	77		
Cr. Amount allowed above	11,772	18		
Balance subject to decree in personam	982	59		

16

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1958						
Mar.	27	Proceeds of Sale	12,475	00		
		Interest from 3/27/58 to 5/7/58	83	18	12,558	18
					12,558	18

LIBER 110 PAGE 284

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Norman F. Rider

and

Theresa M. Rider, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,481 Equity.

ORDERED, This 5th day of June, 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 14th 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 14th day of July next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of July, 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 JUL 15 PM 3:53

Benjamin Michaelson

Judge

LIBER 110 PAGE 285 OF E 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. 12,481 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
NORMAN F. RIDER and
THERESA M. RIDER, his wife

Ordered, this 5th day of June, 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 14th 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 14th day of July next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Ju-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,481
Auditor Account

Norman F. Rider

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 14th day of July, 1958. The first insertion being made the 12th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 9123 1958 JUL -8 AM 11:55 By H. Tilghman

LIBER 110 PAGE 286

In the matter of the mortgaged : No. 12,578 Equity
real estate of Mary Irene McGolrick, : In the Circuit Court for
single, and Mary H. McGolrick, Widow : Anne Arundel County

Mr. Clerk,

Please docket the above proceedings, record the assignment, and file the original mortgage herewith.

Wm. W. Townshend, Jr.,
Assignee

FILED
1958 MAR 18 AM 10:17

LIBER 110 PAGE 287
MORTGAGE FEE -- COUNTY - 34

No. 12,578 Equity
LIBER 761 PAGE 244

This Mortgage,

Made this 3rd day of June in the year nineteen hundred and fifty-three, by MARY IRENE McGOLRICK, single, and MARY H. McGOLRICK, widow

Mortgagor of Anne Arundel County, in the State of Maryland, of the first part,

and GEORGE C. HEIDER

Mortgagee , of the second part.

WHEREAS, the said Mortgagor is justly and bona fide indebted unto the said Mortgagee in the full and just sum of fifteen hundred dollars ($1500.00), for the payment whereof the said Mortgagor has passed unto the said Mortgagee their promissory note of even date herewith, for said sum of $1500.00, with interest thereon at the rate of six percent (6%) per annum, payable in monthly installments of twenty-two dollars and fifty cents ($22.50) on the THIRD day of each succeeding month from date hereof, said payments to be applied first to interest at 6% on unpaid principal, and balance to be applied on account of principal, with the privilege of making larger payments up to and including the sum of forty five dollars ($45.00) at any monthly period, mortgage may be pre-paid in its entirety upon tender of the principal and interest due together with the release fee amounting to 3% of the unpaid balance of the principal at the time of tender, and

WHEREAS, it was a condition precedent hereto that these presents be executed for the purpose of more effectually securing the payment of said note, and/or any renewals or substitutes therefor, at the time limited for payment of same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor do es grant and convey unto the said Mortgagee , his heirs and assigns, in fee simple, all those two lot s or parcel s of ground situate and lying in Second Election District, Anne Arundel County, aforesaid, and described as follows:

ALL those two lots of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, being known and designated as Lots Nos. Twelve (12) and Thirteen (13), Block Forty-five (45), on the Plat of Epping Forest filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod C, folio 9, formerly W.M.B. #1, folio 39.

BEING the same property conveyed to Mary Irene McGolrick by two deeds, namely, from Henrietta Finnegan, et al dated June 19,1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 690 folio 10, and from Carrie B. McAfee, et al, dated May 20, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 690 folio 8.

FILED
1958 MAR 18 AM 11:08

2

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, 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 Mortgagee, his**

heirs and assigns, forever.

PROVIDED, that if the said **Mortgagors, their**

heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of **fifteen hundred** Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the **said Mortgagors** shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said **Mortgagors** for **themselves, t heir** heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said **Mortgagee, his heirs,** personal representatives or assigns, or Eugene M. Childs, their 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 manner following, viz: upon giving twenty 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, **his heirs,** personal representatives 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 fee of **One hundred** dollars and 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; secondly, to the payment of all claims of the said Mortgagee, **his heirs,** personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor **s, their** 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 the Circuit Court for **Anne Arundel** County in Equity, 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, **his heirs,** personal representatives or assigns, or Eugene M. Childs 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 the said **Mortgagors** for **themselves, their heirs,** personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least **fifteen hundred** Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, **his heirs,** personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, **his heirs,** personal representatives and assigns.

WITNESS the hand**s** and seal**s** of the said Mortgagor**s.**

TEST:

Eugene M. Childs

Eugene M. Childs

Mary Irene McGolrick (SEAL)
Mary Irene McGolrick

Mary H. McGolrick (SEAL)
Mary H. McGolrick

(SEAL)

(SEAL)

5

LIBER 761 PAGE 247

LIBER 110 PAGE 290

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 3rd day of June in the year nineteen hundred and fifty-three before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary Irene McGolrick, single and Mary H. McGolrick, widow the Mortgagor s named in the aforegoing Mortgage and they each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George C. Heider, the within named Mortgagee, 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.

WITNESS my hand and seal Notarial.

Eugene M. Childs
Eugene M. Childs Notary Public.

Recorded: June 10, 1953 at 10.35 A.M.

MORTGAGE

FROM

Mary Irene McGolrick, single, and

Mary H. McGolrick, widow

TO

George C. Heider

BLOCK NO.

Received for Record 10 June, 19 53 at 10.35 o'clock A.M. Same day recorded in Liber W.H.W. No. 761 Folio 244 &c., one of the Land Records of A.A.Co. examined per Clerk.

Cost of Record, $

EUGENE M. CHILDS, *Attorney at Law*
192 Duke of Gloucester Street
Annapolis, Maryland

RECORDED IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1958 MAR 18 AM 10: 31

LIBER 761 FOLIO 247

CLERK

I hereby assign the within mortgage unto William W. Townshend, Jr., Assignee, for purposes of foreclosure.

Witness my hand and seal this 17th day of March, 1958.

Witness:

Alice Gary
Alice Gary

George C. Heider (SEAL)
George C. Heider

LIBER 110 PAGE 291

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

no. 12,578 Equity

A S S I G N E E ' S S A L E

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Mary Irene McGolrick, single, and Mary H. McGolrick, Widow, dated June 3, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 761, Folio 244, default having occurred thereunder, which mortgage has been assigned to William W. Townshend, Jr., Assignee, for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction on the premises

on TUESDAY, APRIL 15, 1958

at 11 o'clock A.M.

All that fee simple property situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 12 and 13, Block 45, as shown on the Plat of Epping Forest filed among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod C, Folio 9.

Being the same property conveyed unto Mary Irene McGolrick by deeds from Henrietta Finnegan, et al, and Carrie B. McAfee, et al, dated June 19, 1952 and May 20, 1952 and recorded among the Land Records of Anne Arundel County in Libers J.H.H. 690, Folio 10 and J.H.H. 690, Folio 8, respectively.

The above property is improved by a frame 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., Assignee
Towns-Worth Bldg., South St.
Annapolis, Md.

Robert H. Campbell, Auctioneer

Maryland Gazette
March 20, 27
April 3, 10

FILED

1958 MAR 18 AM 10:17

6

LIBER 110 PAGE 292

GLOBE INDEMNITY COMPANY

LIBER 9 PAGE 278

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

12,578 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr. 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 Two Thousand ($2,000.00) - - - - 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 9 day of April , 1958.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Mary Irene McGolrick, single & Mary H. McGolric, widow to George C. Heider , bearing date on or about the 3rd day of June, 1953, the said William W. Townshend, Jr. 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 William W. Townshend, Jr. 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 L. Woelfel

Kathleen L. Woelfel, as to both

William W. Townshend, Jr. (SEAL)

William W. Townshend, Jr., PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By J. Hopkins IV

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

Bond approved this 9th day of April 1958
George T. Cromwell, Clerk

FILED

1958 APR -9 PM 2:23

7

LIBER 110 PAGE 293

In the Matter of the	:	No. 12,578 Equity
Mortgaged Real Estate	:	IN THE
of Mary Irene McGolrick, single,	:	CIRCUIT COURT
and Mary H. McGolrick, Widow	:	FOR
	:	ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, 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 10th day of April, 1958.

Alice Gary

Alice Gary, Notary Public

My commission expires 5/4/59

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED

1958 APR 11 AM 10:50

8

In the matter of the mortgaged	:	No. 12,578 Equity
real estate of Mary Irene McGolrick,	:	In the Circuit Court for
single, and Mary H. McGolrick,	:	Anne Arundel County
Widow	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Mary Irene McGolrick, single, and Mary H. McGolrick, Widow, dated June 3, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.L. 761, Folio 244 ----------		$1,113.82
Interest from September 7, 1957 to April 7, 1958	$ 44.52	
Interest from April 7, 1958 to April 15, 1958	1.07	
Insurance	20.00	
	$ 65.59	65.59
Total amount of indebtedness of mortgage		$ 1,179.41

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of April, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Assignee named in mortgage, and acknowledged the aforegoing Statement of mortgage claim to be true and just as herein set forth.

Witness my hand and Notarial seal.

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED

1958 APR 11 AM 10:50

9

ROBERT H. CAMPBELL ..... Auctioneer

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

No. 12,578 Equity

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Mary Irene McGolrick, single, and Mary H. McGolrick, Widow, dated June 3, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 761, Folio 244 default having occurred thereunder, which mortgage has been assigned to William W. Townshend, Jr., Assignee, for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction on the premises

TUESDAY, APRIL 15th, 1958

AT 11 O'CLOCK A.M.

All that fee simple property situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 12 and 13, Block 45, as shown on the Plat of Epping Forest filed among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod C, Folio 9.

Being the same property conveyed unto Mary Irene McGolrick by deeds from Henrietta Finnegan, et al, and Carrie B. McAfee, et al, dated June 19, 1952 and recorded among the Land Records of Anne Arundel County in Libers J.H.H. 690, Folio 10 and J.H.H. 690, Folio 8, respectively.

The above property is improved by a frame 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., Assignee
Towns-Worth Bldg., South St.
Annapolis, Md.

FILED
1958 APR 16 AM 10. 40

No. 12,578 Equity

Tuesday, April 15, 1958
Annapolis, Maryland

I hereby certify that I have this 15th day of April, 1958, sold the property of William W. Townshend, Jr., Assignee, known as Lots Nos. 12 and 13, Block 45, Epping Forest, Second Election District of Anne Arundel County, Maryland, to

General Investors of Annapolis, Ind.,

at and for the sum of

One Thousand Seven Hundred Dollars ----------($1,700.00)

they then and there being the highest bidder(s) therefor.

Robert L. Campbell, Auctioneer

Tuesday, April 15, 1958
Annapolis, Maryland

I/We hereby certify that I/we have this 15th day of April, 1958, purchased from William W. Townshend, Jr., Assignee, the property known as Lots Nos. 12 and 13, Block 45, Epping Forest, Second Election District of Anne Arundel County, Maryland, at and for the sum of

One Thousand Seven Hundred Dollars ----------($1,700.00)

and I/we hereby agree to comply with the terms of sale.

Samuel Schenker, President Purchaser

for General Investors of Annapolis, Inc.
Purchaser

FILED

1958 APR 16 AM 10:40

In the matter of the mortgaged : No. 12,578 Equity
real estate of Mary Irene McGolrick, : In the Circuit Court for
single, and Mary H. McGolrick, Widow : Anne Arundel County

To the Honorable, the Judges of said Court:

The report of sale of William W. Townshend, Jr., Assignee named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Mary Irene McGolrick, single, and Mary H. McGolrick, Widow, dated June 3, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 761, Folio 244, said William W. Townshend, Jr., Assignee 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 Tuesday, April 15, 1958, at 11 o'clock A.M., and then and there sold the said property unto General Investors of Annapolis, Inc., a body corporate, at and for the sum of One Thousand Seven Hundred Dollars ($1,700.00), being at that figure the highest bidder therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, known and designated as Lots Nos. 12 and 13, Block 45, as shown on the Plat of Epping Forest filed among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod C, Folio 9.

AND the said Assignee 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

FILED
1958 APR 16 AM 10:40

12

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.,
Assignee named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of April, 1958, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Assignee 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, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO.

13

LIBER 110 PAGE 299

ORDER NISI

In the Matter of the
Mortgaged Real Estate of

xxxxxx

Mary Irene McGolrick, single, and
Mary H. McGolrick, Widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,578 Equity

Ordered, this 16 day of April, 19 58, That the sale of the Property in these Proceedings mentioned,

made and reported by William W. Townshend, Jr., Assignee named in Mortgage,
xxxxxx

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale xxxxxx was $ 1,700.00.

George J. Cromwell, Clerk.

True Copy,

FILED

1958 APR 16 PM 1:03

TEST: ..... Clerk.

(Final Order)

In the Matter of the
Mortgaged Real Estate of

xxxxxxxxx

Mary Irene McGolrick, single, and
Mary H. McGolrick, Widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 31st day of May, 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.

Benjamin Michaelson
Judge.

FILED

1958 JUN -2 PM 12:33

14

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

Assignee's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Mary Irene McGolrick, single, and Mary H. McGolrick, Widow, dated June 3, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 761, Folio 244, default having occurred thereunder, which mortgage has been assigned to William W. Townshend, Jr., Assignee, for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction on the premises

on Tues., April 15, 1958

at 11 o'clock A.M.

All that fee simple property situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 12 and 13, Block 45, as shown on the Plat of Epping Forest filed among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod C. Folio 9.

Being the same property conveyed unto Mary Irene McGolrick by deeds from Henrietta Flinnegan, et al, and Carrie B. McAfee, et al, dated June 19, 1952 and May 20, 1952 and recorded among the Land Records of Anne Arundel County in Libers J.H.H. 690, Folio 10 and J.H.H. 690, Folio 8, respectively.

The above property is improved by a frame 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.,
Assignee
Towns-Worth Bldg., South St.
Annapolis, Md.

ROBERT H. CAMPBELL,
Auctioneer.

A-10

15

LIBER 110 PAGE 300 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 22, 1958

We hereby certify, that the annexed

Assignee's Sale

Mary Irene McGolrick

was published in 12,578

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of April, 1958. The first insertion being made the 20th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 APR 22 PM 2:41

By H. Tilghman

LIBER 110 PAGE 301 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. 12,578 Equity

In the Matter of the Mortgaged Real Estate of
MARY IRENE McGOLRICK, single, and
MARY H. McGolrick, Widow

Ordered, this 16th day of April, 1958, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Assignee named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $1,700.00.

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 Sale

Eq. 12,578

Mary Irene McGolrick

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 26th day of May, 1958. The first insertion being made the 24th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1929 1958 MAY 29 PM 3:23

16

In the matter of	:	No. 12,578 Equity
the mortgaged real estate of	:	IN THE
MARY IRENE McGOLRICK, single	:	CIRCUIT COURT
and MARY H. McGOLRICK, widow	:	FOR
		ANNE ARUNDEL COUNTY

PETITION FOR SUBSTITUTION OF PURCHASERS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Robert Blair, Jr. and Evelyn M. Blair, his wife respectfully states:

(1) That heretofore William W. Townshend, Jr., Assignee named in the mortgage for the purpose of foreclosure, at a public sale held April 15, 1958, sold the following property, namely:

> All that fee simple property situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland,
>
> Known and designated as Lots Nos. 12, and 13, Block 45, as shown on the Plat of Epping Forest filed among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod C Folio 9.
>
> Being the same property conveyed unto Mary Irene McGolrick by deeds from Henrietta Finnegan, et al, and Carrie B. McAfee, et al, dated June 19, 1952 and recorded among the Land Records of Anne Arundel County in Libers J.H.H. 690, Folio 10 and J.H.H. 690, Folio 8, respectively.

unto General Investors of Annapolis, Inc. at and for the sum of One Thousand Seven Hundred Dollars ($1,700.00). That the said General Investors of Annapolis, Inc. has sold and assigned all of its right, title and interest in and to the aforementioned properties unto your petitioners.

(2) That the aforementioned sale has been ratified by this Honorable Court and that your petitioners desire that this court, by its order, substitute your petitioners as purchasers in the place and instead of General Investors of Annapolis, Inc.

Robert Blair, Jr.

Evelyn M. Blair

FILED

1958 JUN -2 PM 2:45

17

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of May, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert Blair, Jr. and Evelyn M. Blair, his wife, and made oath in due form of law that the facts as set forth herein are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial seal.

Mary Lee Albright, Notary Public

My commission expires 5/4/59.

WE HEREBY consent to the passage of the within Order of Court.

Louis Hyatt, Secretary

GENERAL INVESTORS OF ANNAPOLIS, INC.

Samuel Schenker, President (SEAL)

William W. Townshend, Jr., Assignee named in Mortgage

IF

In the matter of	:	No. 12,578 Equity
the mortgaged real estate of	:	IN THE
MARY IRENE McGOLRICK, single	:	CIRCUIT COURT
and MARY H. McGOLRICK, widow	:	FOR
	:	ANNE ARUNDEL COUNTY

ORDER OF COURT

Upon the foregoing petition, affidavit and assent, it is this 2nd day of June, 1958, ORDERED by the Circuit Court for Anne Arundel County in Equity, that Robert Blair, Jr. and Evelyn M. Blair, his wife, be and they are hereby substituted in the place and instead of General Investors of Annapolis, Inc., as purchasers of the property more particularly described in the aforegoing petition.

Benjamin Michaelson
Judge

FILED
1958 JUN -3 PM 12:26

In the Case of

In the Matter of the Mortgaged
Real Estate
of ~~vs~~
Mary Irene McGolrick, Single
and
Mary H. MCGolrick, Widow

In the

Circuit Court

For

Anne Arundel County

No. 12,578 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.

June 7,1958

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

FILED
1958 JUN -9 PM 4:02

20

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Mary Irene McGolrick, Single, and Mary H. McGolrick, Widow

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	83	79	183	79
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	34	00		
Auditor - stating this account	13	50	57	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. - handbills	14	02		
Globe Indemnity Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	40	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Alice Gary - notary fees	1	50	125	24
To Assignee for Taxes, viz:				
1957 State and County taxes	79	99		
1958 State and County taxes ($76.32) - adjusted to 4/15/58	22	15	102	14
To George E. Heider, mortgagee - in full for first mortgage claim	1,179	41	1,179	41
To Henrietta Finnegan, second mortgagee - this balance on account claim filed (Order 5/16/58)	60	32	60	32
			1,708	40
Amount of second mortgage claim filed	2,233	64		
Cr. Amount allowed above	60	32		
Balance due	2,173	32		

21

with William W. Townshend, Jr., Assignee Cr.

1958				
Apr.	15	Proceeds of Sale	1,700 00	
		Interest on deferred payment of $1,200.00 to 5/27/58	8 40	1,708 40
				1,708 40

ORDER NISI LIBER 110 PAGE 308

In the Matter of the Mortgaged Real Estate

~~VERSUS~~

Mary Irene McGolrick, Single

and

Mary H. McGolrick, Widow

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,578 Equity.

ORDERED, This 9 day of June, 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 14th 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 14th day of July next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of July, 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.

FILED

1958 JUL 15 PM 3:53

Benjamin Meyerhoff
Judge

LIBER 110 PAGE 309 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. 12,578 Equity

In the Matter of the Mortgaged Real Estate of
MARY IRENE McGOLRICK, Single, and
MARY H. McGOLRICK, Widow.
Ordered, this 9th day of June, 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 14th 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 14th day of July next.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Ju-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1958

We hereby certify, that the annexed
Order Nisi Eq. 12578
Auditor account
Mary Irene McGolrick

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 14th day of July, 1958. The first insertion being made the 12th day of June, 1958

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
JUL -9 PM 3:22

No. M. G. 31-9-1958

54

LIBER 110 PAGE 310

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

O. JOSEPHINE BAIRD BENNETT
Alexandria, Virginia

ANNETTE M. BENNETT DIXON
and A. ROY DIXON, her husband
South Norwich, Connecticut

E. E. FORDHAM, SR.
Annapolis, Maryland

Plaintiffs

v.

CHRISTOPHER CHARLES BENNETT,
Post Office Box 881
Balboa, Canal Zone

Defendant

Equity No. 10,799

BILL OF COMPLAINT FOR SALE IN LIEU OF PARTITION, AND FOR APPROVAL OF CONTRACT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators, complaining, say:

(1) That your orators O. Josephine Baird Bennett and Annette M. Bennett Dixon and the defendant, Christopher Charles Bennett, are seized in fee simple as tenants in common of two certain Lots of ground in Anne Arundel County, Maryland, more particularly known and described as Lots numbered five (5) and six (6) in Block eighty-one (81) in the Subdivision known as Herald Harbor on the Severn, as per plat thereof recorded among the land records of said county in Liber No. WNW #3 at folio 2, and re-recorded therein in Cabinet 1, Rod J, Map 2, the title to which they acquired as the widow (O. Josephine Baird Bennett) and the heirs at law (Annette M. Bennett Dixon, daughter and Christopher Charles Bennett, ... son) of Christopher C. Bennett, Sr., now deceased, who died September 30, 1950, a resident of the City of Alexandria and the State of Virginia and who left no last Will and Testament; and that all of your orators are of lawful age.

(2) That your orator A. Roy Dixon, is the husband of your orator Annette M. Bennett Dixon.

Filed 31 Aug., 1953.

LAW OFFICES
GREEN, BABCOCK & BELL
MARYLAND BUILDING
HYATTSVILLE, MARYLAND
WARFIELD 7-3100

(3) That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that, in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests.

(4) That the defendant, Christopher Charles Bennett, whose last known address of any kind was Post Office Box 881, Balboa, Canal Zone, and who is of lawful age has not been heard from or about for a number of years, and his present whereabouts are to your orators unknown.

(5) That your orator, O. Josephine Baird Bennett and your orator, E. E. Fordham, Sr., have entered into a contract of sale of the aforesaid real property, subject to the approval of this court, by the terms of which contract of sale, a true copy of which is hereunto appended and prayed to be taken and read as a part hereof as though the same were fully and at length set forth herein, the said E. E. Fordham, Sr., agreed to buy and the said O. Josephine Baird Bennett agreed to sell, the aforesaid real property for the sum of $1,550.00; that your orators Annette M. Bennett Dixon, and A. Roy Dixon, her husband, have agreed to and ratified the said contract of sale, insofar as they are able so to do and subject to the approval of this court; that in proceedings in the Orphans Court for Anne Arundel County, Maryland, for ancillary administration therein of the estate of the said decedent Christopher C. Bennett, Sr., the aforesaid real property was appraised by two competent appraisers to be of the value of $1,025.00; and that your orators therefore believe and here allege that the price agreed to be paid for said real estate, as herein in this paragraph set forth, is a more than reasonable and fair price for said real property.

TO THE END, THEREFORE:

LAW OFFICES
GREEN, BABCOCK & BELL
MARYLAND BUILDING
HYATTSVILLE, MARYLAND
WARFIELD 7-3100

Prayer changed nunc pro tunc per Order of Court Jan. 14, 1958

(1) That a decree ~~may be passed approving, ratifying and confirming said contract of sale of said real estate, and appointing trustees to convey the same to the said E.E.Fordham, Sr.~~ BE PASSED FOR A PUBLIC OR PRIVATE SALE OF SAID REAL ESTATE AND A TRUSTEE BE APPOINTED TO CONVEY THE SAME TO THE PURCHASER THEREOF.

(2) That the proceeds of said sale may be distributed between your orators (other than the said E. E. Fordham, Sr.) and the said Christopher Charles Bennett, the defendant herein, according to their respective rights and interests.

(3) That your orators may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to grant unto your orators the Order of Publication giving notice to the said Christopher Charles Bennett, a non-resident of this state as aforesaid of the object and the substance of this bill and commanding him to appear in this court in person or by attorney, on or before a certain day to be named therein, to show cause, if any he has, why a decree ought not be pass as prayed, or in the alternative that your orators may have personal service upon the said defendant, Christopher Charles Bennett, as provided by the Code of Public General Laws of Maryland, in lieu of publication, as authorized by Section 149 of Article 16 of the Code of Public General Laws of Maryland.

AND AS IN DUTY BOUND YOUR ORATORS, ETC.

GREEN, BABCOCK & BELL

BY: Edward C. Bell, Jr.

LAW OFFICES
GREEN, BABCOCK & BELL
MARYLAND BUILDING
HYATTSVILLE, MARYLAND

WARFIELD 7-3100

LIBER 110 PAGE 313

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

O. JOSEPHINE BAIRD BENNETT
Alexandria, Virginia

ANNETTE M. BENNETT DIXON
and A. ROY DIXON, her husband
South Norwich, Connecticut

E. E. FORDHAM, SR.
Annapolis, Maryland

Plaintiffs

v.

CHRISTOPHER CHARLES BENNETT
Post Office Box 881
Balboa, Canal Zone

Defendant

Equity No. 10,799

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of certain property in Anne Arundel County, Maryland, in lieu of Partition of the same, and for the approval, ratification, and confirming of a certain contract of sale of said property.

The Bill of Complaint states that the plaintiffs, O. Josephine Baird Bennett and Annette M. Bennett Dixon, and the defendant Christopher Charles Bennett, are seized in fee simple as tenants in common of two certain lots of ground in Anne Arundel County, Maryland, more particularly known and described as Lots numbered five (5) and six (6) in Block numbered eighty-one (81) in the subdivision known as Herald Harbor on the Severn, the title to which they acquired as the widow and heirs at law respectively of Christopher C. Bennett, now deceased, who died September 30, 1950, intestate, a non-resident of the State of Maryland; that the plaintiff A. Roy Dixon is the husband of the said Annette M. Bennett Dixon; that the said property is not susceptible of Partition without material loss and injury to the parties entitled to the same, and that, in order to make division of their interests in the same, it will be necessary that the said property be sold and the proceeds thereof divided amongst the

Filed 31 Aug., 1953.

LAW OFFICES
GREEN, BABCOCK & BELL
MARYLAND BUILDING
HYATTSVILLE, MARYLAND
WARFIELD 7-3100

parties according to their several interests; that the defendant Christopher Charles Bennett, whose last known address of any kind was Post Office Box 881, Balboa, Canal Zone, has not been heard from or about for a number of years and his present whereabouts are unknown; that a certain contract described in said Bill of Complaint for the sale of said property has been executed, subject to the approval of this court, which contract of sale this court has been prayed to approve, ratify and confirm.

The Bill prays that a decree may be passed approving, ratifying and confirming said contract of sale of said real estate and appointing trustees to convey the same to the purchaser named in said contract; that the proceeds of said sale may be distributed among those entitled thereto, according to their respective rights and interests; that the orators may have such other and further relief as their case may require.

IT IS THEREUPON this 31 day of August, 1953, by the Circuit Court for Anne Arundel County, Maryland, sitting as a court in equity, ORDERED that the plaintiff shall by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County, Maryland, once a week for four (4) successive weeks before the 8 day of January, 195⅘, give notice to the said defendant, CHRISTOPHER CHARLES BENNETT, a non-resident of the State of Maryland, of the object and substance of this Bill of Complaint, warning him to be and appear in this Court in person or by solicitor on or before the 25 day of January, 195⅘, to answer the premises and show cause, if any he has, why a decree should not be passed as prayed, or in the alternative, by personal service on the said non-resident on or before three months prior to the said 25 day of January, 195⅘, as provided by Section 149 of Article XVI of the Code of Public General Laws of Maryland, 1939.

John H. Hopkins, 3rd
Clerk, Circuit Court for Anne Arundel County, Maryland

LAW OFFICES
GREEN, BABCOCK & BELL
MARYLAND BUILDING
HYATTSVILLE, MARYLAND
WARFIELD 7-3100

LIBER 110 PAGE 315

Sales Contract

NEWELL-COLE CO.-PRINTERS & STATIONERS
615 KING ST. ALEXANDRIA, VA. AL-6100

No. 10,799 Equity

This Agreement of Sale made in triplicate this 31st day of March, 1952, between E. E. Fordham, Sr. (hereinafter known as the Vendee) and O. Josephine Baird Bennett, widow (hereinafter known as the Vendor) and ——— (hereinafter known as the Agent)

WITNESSETH: That for and in consideration of the sum of Ten and 00/100——— Dollars ($ 10.00), by cash/check in hand paid, receipt of which is hereby acknowledged, the Vendee agrees to buy and the Vendor agrees to sell for the sum of ONE THOUSAND FIVE HUNDRED FIFTY and 00/100 - - - - - - - - Dollars ($1,550.00), all that certain piece, parcel, or lot of land described as follows, to-wit:

Lots five and six, block 81, Herald Harbor on the Severn, Maryland, (Anne Arundel County)

Terms of sale:

CASH

The Vendor agrees to convey the above property with a General Warranty Deed, and Federal Revenue Stamps, same to be prepared at the expense of the Vendor. Examination of title, conveyancing, notary fees, and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser.

Where trustees are to be named in a deed of trust or trusts the said trustees are to be named by the party respectively secured thereby.

All taxes, insurance, rents, and interest are to be prorated as of .....

The purchaser agrees to comply with the terms of sale herein within ..... days from the date of acceptance by owner or as soon thereafter as title can be examined and papers prepared or the deposit will be forfeited, in which event one-half of said deposit shall be paid to .....

It is understood that the title is to be free and clear of all liens and indebtedness of every kind except the liens above mentioned. However, a reasonable time shall be allowed the Vendor to correct any defects reported by the title examiner.

It is understood that the property is to be conveyed subject to any restrictions now thereon.

Possession is to be given .....

The Vendor agrees to pay to the Agent cash for his services a commission on the sale price of the property at the following rate:

WITNESS the following signatures and seals made this 31st day of March, 1952

/s/ E. E. Fordham, Sr. (SEAL)

/s/ O. Josephine Baird Bennett (SEAL)

——— (SEAL)

By ——— (SEAL)

Exhibit.

Filed 1 Sept., 1953.

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LIBER 110 PAGE 316

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

O. JOSEPHINE BAIRD BENNETT,
Alexandria, Virginia,

ANNETTE M. BENNETT DIXON,
and A. ROY DIXON, her husband,
South Norwich, Connecticut,

E. E. FORDHAM, SR.,
Annapolis, Maryland,

Plaintiffs,

vs.

Equity No. A-10,799

CHRISTOPHER CHARLES BENNETT,
Post Office Box 881
Balboa, Canal Zone,

Defendant.

DECREE PRO CONFESSO

UPON CONSIDERATION of the Bill of Complaint filed herein and it appearing to the Court that the defendant has been duly served with an Order of Publication, duly issued herein, and that the time fixed in said Order of Publication for filing an answer, or otherwise appearing to show cause, if any the defendant has, why a decree ought not to be passed as prayed in said Bill of Complaint, has expired, it is by the Circuit Court for Anne Arundel County, Maryland, this 1st day of May, 1954,

ADJUDGED, ORDERED AND DECREED that the plaintiffs are entitled to relief in the premises; but because it does not certainly appear to what relief the plaintiffs are entitled, it is further Adjudged and Ordered that leave be granted to the plaintiffs to take testimony before any one of the standing examiners of this Court, or in any other manner provided by the Rules of Practice and Procedure, to support the allegations of the Bill.

Benjamin Richardson
JUDGE.

LAW OFFICES
GREEN, BABCOCK & BELL
MARYLAND BUILDING
HYATTSVILLE, MARYLAND

WARFIELD 7-3100

Filed 1 May, 1954

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LIBER 110 PAGE 317

O. JOSEPHINE BAIRD BENNETT, et al	:	No. 10,799 Equity
vs.	:	IN THE
CHRISTOPHER CHARLES BENNETT Post Office Box 881 Balboa, Canal Zone	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

PETITION TO SUBSTITUTE PLAINTIFFS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioners, Olive Prescott Digges and Edward William Digges, Sr., by their Attorneys, William W. Townshend, Jr. and William E. Kirk, respectfully state:

1. That the Plaintiff in these proceedings, O. Josephine Baird Bennett died a widow on the 4th day of February, 1957, leaving a last will and testament which has been duly probated in the Orphans Court for Anne Arundel County, Maryland, a copy of which is filed herewith, marked "Petitioners Exhibit A" and prayed to be made a part hereof.

2. That prior to her death, O. Josephine Baird Bennett had a 1/3 (one-third) interest in the property involved in these proceedings, namely Lots 5 and 6, Block 81, Section A, of Herald Harbor by reason of her dower interest in the real estate of her late husband, Christopher C. Bennett, who died intestate, leaving surviving him his wife, O. Josephine Baird Bennett, and two children by a former marriage, namely Annette M. Bennett Dixon, his adult daughter and a plaintiff in these proceedings, and Christopher Charles Bennett, his adult son and the defendant in these proceedings, there being no issue as a result of the marriage between Christopher C. Bennett and O. Josephine Baird Bennett.

3. That just prior to the death of O. Josephine Baird Bennett, Annette M. Bennett Dixon, joined by her husband, A. Roy Dixon, conveyed her 1/3 (one-third) interest in Lots 5 and 6, Block 81, Section A, of Herald Harbor to O. Josephine Baird Bennett, the original deed being filed herewith, marked "Petitioners Exhibit B" and prayed to be made a part hereof.

FILED

1957 JUL 25 AM 10:22

4. That under the terms of the Last Will and Testament of O. Josephine Baird Bennett, there is no specific bequest of the lots involved in this proceeding , but the provisions of paragraph eight (8) of the will state that your Petitioner, Olive Prescott Digges shall inherit all of the rest, residue and remainder of the estate.

5. That by virtue of the Last Will and Testament of O. Josephine Baird Bennett, your petitioner, Olive Prescott Digges, holds a 2/3 (two-thirds) undivided interest in the property involved in this proceeding.

6. That your petitioner, Olive Prescott Digges, is the only child of the late O. Josephine Baird Bennett, by a marriage previous to her marriage with Christopher C. Bennett, and that your petitioner, Edward William Digges, Sr., is the husband of the said Olive Prescott Digges and joins in these proceedings so as to bind whatever interest he may have in the property in question.

7. That on the first day of May, 1954, this Honorable Court filed a decree pro confesso in the cause giving the then plaintiffs relief in the premises and giving them leave to take testimony to determine the respective rights of the individuals involved.

8. That your petitioners are desirous of being substituted as Plaintiffs in the above entitled case for O. Josephine Baird Bennett, so that this proceeding can be brought to a speedy conclusion.

WHEREFORE, your petitioners pray this Honorable Court to pass an order substituting Olive Prescott Digges and Edward William Digges, Sr., for O. Josephine Baird Bennett, as Plaintiff in the above entitled proceedings.

AND AS IN DUTY BOUND, ETC.

Olive Prescott Digges
Olive Prescott Digges

Edward William Digges Jr
Edward William Digges, Sr.

TOWNSHEND AND KIRK

BY William E. Kirk
William E. Kirk
Towns-Worth Bldg., South St.
Annapolis, Maryland -- Colonial 3-4546

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STATE OF VIRGINIA, COUNTY OF Newport News, TO WIT:

I HEREBY CERTIFY that on this 22 day of July, 1957, before me, the subscriber, a Notary Public of the State of Virginia, in and for the County aforesaid, personally appeared Olive Prescott Digges and Edward William Digges, Sr., and made oath in due form of law that the matters and facts herein stated are true and correct to the best of their information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Harvey A. Hall
STATE OF VA.
My Comm. Expires 3/13/62

Notary Public

LIBER 110 PAGE 320

No. 10,799 Equity

ORDER

Upon the aforegoing Petition and exhibit, it is this 25th day of July, 1957, by the Circuit Court for Anne Arundel County, ORDERED that the Petitioners, Olive Prescott Digges and Edward William Digges, Sr., be and they are hereby, substituted as Plaintiffs in these proceedings for O. Josephine Baird Bennett, deceased.

Benjamin Michaelson
Judge

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LIBER 110 PAGE 321

O. JOSEPHINE BAIRD BENNETT, et al	:	No. 10,799 Equity
	:	IN THE
vs.	:	CIRCUIT COURT
Christopher Charles Bennett Post Office Box 881 Balboa, Canal Zone	:	FOR
	:	ANNE ARUNDEL COUNTY

RELEASE

KNOW ALL MEN BY THESE PRESENTS:

This Release, executed this 25th day of July, 1957, by E. E. Fordham, Sr. and Grace L. Fordham, his wife, of Alexandria, Virginia.

WHEREAS, on the 31st day of March, 1952, the said E. E. Fordham, Sr. executed a contract in due form with O. Josephine Baird Bennett for the sale and purchase of certain real estate in Anne Arundel County, Maryland, known as Lots 5 and 6, Block 81, Section A, Herald Harbor; and

WHEREAS, neither E. E. Fordham, Sr. nor Grace L. Fordham, his wife, has ever made any payments on said contract to this date;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00), receipt whereof is hereby acknowledged, the undersigned do hereby declare the above referred to contract of sale (a copy of which is filed in these proceedings marked "Exhibit" and filed on September 1, 1953) to be null and void and of no further effect; and the said E. E. Fordham, Sr. and Grace L. Fordham, his wife, do hereby fully release all their right, title and interest in, to and under the aforesaid contract unto the owner of record of said real estate.

WITNESS the hands and seals of the said E. E. Fordham, Sr. and Grace L. Fordham, his wife, on the day and year first above written.

WITNESS:

Henry Alexander Thomas
Henry Alexander Thomas, as to both

E. E. Fordham, Sr. (SEAL)

Grace A. Fordham (SEAL)
Grace L. Fordham

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STATE OF VIRGINIA, CITY OF ALEXANDRIA, TO WIT:

I HEREBY CERTIFY that on this 25th day of July, 1957, before the subscriber, a Notary Public of the State and City aforesaid, personally appeared E. E. Fordham, Sr. and Grace L. Fordham, his wife, who were known to me, and they acknowledged the above Release of Contract to be their free act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires January 8th, 1958

Herman W. Lutz

Herman W. Lutz Notary Public

LIBER 110 PAGE 323

O. JOSEPHINE BAIRD BENNETT,et al:		IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
CHRISTOPHER CHARLES BENNETT	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 10,799 EQUITY

::::::::::::::

TESTIMONY ON BEHALF OF PLAINTIFF

November 8th & November 21, 1957

Present:

Mr. William E. Kirk, Solicitor for Plaintiffs

Mr. Malcolm B. Smith, Court Examiner

Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

T. Carroll Worthington, pages 2 - 4

Fred E. Voges, pages 5 - 7

Olive P. Digges, pages 8 - 14

Elizabeth M. Fielding, pages 15 - 18

FILED

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14

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Kirk)

1. Would you state your name, address, and occupation?

A. T. Carroll Worthington, Towns Worth Building, Realtor.

2. How long have you been in the real estate business?

A. Since 1923.

3. What general area have you conducted your real estate business?

A. Mostly Anne Arundel County.

4. For whom have you made appraisals previously?

A. For the government, state, county, banks, building associations.

5. Do you maintain an office in Anne Arundel County?

A. I do.

6. Are you familiar with the real estate values in Harold Harbor, in the second election district, in Anne Arundel County?

A. I am.

7. Are you familiar with certain property known as Lots 5 and 6, Block 81, Section A, of Harold Harbor, now taxed under the name of Christopher C. Bennett?

A. I am.

8. Would you describe this property?

A. This property consists of two lots, Number 5 and Number 6, of Block 81, Section A, of Harold Harbor, on the corner of Eddy Road and Hemlock Trail. The two lots will measure 75' deep, 109' in the rear and 60' on the road. It is improved by one story frame, paper roof, dwelling, containing a living room, kitchen, bedroom, bath and with an open porch on ½ side. It is sitting on

piers, does not have a chimney. It is heated by a space heater.

9. What time did you originally view this building?

A. We viewed this building on the 16th day of May, 1957 and again November the 7th, 1957.

10. Was there any change in the condition of the building between those two days?

A. There was. The bottom of the property had been closed in and the porch was partly closed in.

11. Do you know who made these improvements?

A. I do not.

12. What in your opinion was the fair market value of this property as of May 16th, 1957?

A. $1200.00.

13. What in your opinion is the fair market value of this property today after the improvements?

A. The improvements would raise the value about a thousand dollars. That would be $2200.00.

14. In your opinion can this property be partitioned?

A. It could not.

15. In your opinion what is the best method to distribute the property between the heirs?

A. It should be sold and the money distributed.

16. Do you feel that this method would be to the best interest of the parties involved?

A. I do.

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..... [signature] .....

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Fred E. Voges, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Kirk)

1. Would you state your name, address, and occupation?

A. Fred E. Voges, 3 Church Circle, Realtor.

2. How long have you been in the real estate business?

A. Since 1933.

3. In what general area have you conducted your real estate business?

A. Mostly in Anne Arundel County, Maryland.

5. For whom have you made appraisals previously?

A. The United States Government, the State of Maryland, the City of Annapolis, two building and loans over a period of fifteen or sixteen years, and most of the attorneys in town for estate work.

6. Do you maintain an office in Anne Arundel County?

A. I do.

7. Are you familiar with the real estate value in Harold Harbor in the Second Election District, of Anne Arundel County?

A. I am.

8. Are you familiar with certain property known as Lots 5 and 6, Block 81, Section A in Harold Harbor now taxed in the name of Christopher C. Bennett?

A. I am.

9. Will you describe this property?

A. This property consists of two lots, with an approximate frontage of 60' on Eddy Road, the width across the rear 109', and an average depth of 75' on Hemlock Trail. The improvements consist of a very small one story frame

summer cottage type house which was settin g on piers when I first saw it. It contains a living room, kitchen, bedroom, and bath and there was an open porch on one side and ½ of the front. The house was in very poor condition. It had no chimney and no heating facilities except a space heater. There was a very poor grade of roofing paper on the roof, rolled roofing paper.

10. What was the first date you viewed this home?

A. I first viewed this property on May 16th, 1957.

11. Have you viewed it recently?

A. I made another inspection on November 7th, 1957.

12. Has there been any change in improvements during this period?

A. There have. The side walls have been covered with asbestos shingles. The lower part of the dwelling where it stood on piers has been enclosed. The 1½ side porches have been enclosed although they are not completely finished as yet. I think that is the extent of the changes I noted yesterday.

13. Do you know who made these improvements?

A. I do not.

14. What in your opinion was the fair market value of this property in May 1957?

A. In May of 1957 I valued the property at $1200.00.

15. In your opinion what is the fair market value of that property today including the improvements?

A. I would value that at todays market at $2200.00.

16. Now in your opinion can this property be partitioned?

A. It could not.

17. In your opinion what is the best method to distribute

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the property between the heirs?

A. In my opinion the best method would be to sell the property and distribute the proceeds.

18. Do you feel that this method would be to the best interests of the parties involved?

A. I do.

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..... Fred E. Voges .....

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Olive Prescott Digges, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Kirk)

1. State your name and occupation and address.

A. Olive Prescott Digges, 7302 River Drive, New Port News Virginia, and I am a housewife.

2. Are you one of the plaintiffs in this case #10,799 Equity?

A. Yes.

3. Are you one of the plaintiffs substituted for O. Josephine Baird Bennett?

A. Yes.

4. Would you state when O. Josephine Baird Bennett died?

A. She died February 4th, 1957, this year.

5. Has her estate been administered in Anne Arundel County?

A. Yes.

6. Who are the administrators or executors?

A. My husband and I.

7. Would you state your husband's name?

A. Edward William Digges.

8. You are the executors of the estate?

A. Yes.

9. There has been a will filed in the case then?

A. Yes.

10. I hand you a document that is certified as the Last Will and Testament of Olive Josephine Baird Bennett which has been probated in the Orphans Court for Anne Arundel County. Is that her last will and testament?

A. Yes.

11. Is that a copy of it?

A. Yes.

(COPY OF LAST WILL AND TESTAMENT OF O. JOSEPHINE BAIRD BENNETT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

12. Has the notice to creditors been published in Olive Josephine Baird Bennett's estate?

A. Yes.

13. I hand you another document certified by the Orphan's Court for Anne Arundel County which purports to be a notice to creditors, certified by the Capital Gazette Publishers, Inc. Is this the notice to creditors for her estate?

A. Yes.

(NOTICE TO CREDITORS, CERTIFIED, FOR THE ESTATE OF OLIVE JOSEPHINE BAIRD BENNETT, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

14. Has the six month period expired in that notice to creditors?

A. Yes.

15. Now have any claims been filed against the estate of O. Josephine Baird Bennett?

A. No.

16. What relationship are you to O. Josephine Bennett?

A. She was my mother, by her first marriage.

17. Now prior to 1950, who was the title holder to the property involved in these proceedings, namely lots 5 and 6, Block 81, Section A, of Herald Harbor?

A. That was Christopher Columbus Bennett. Lot six was in the title of Christopher Columbus Bennett and lot 5, in the title of Christopher Columbus Bennett and his first wife Minnie Bennett.

18. I hand you a Deed purporting to be a Deed conveying Lot 5 of Block 81, Section A, of Herald Harbor, to

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Christopher C. and Minnie A. Bennett. Is this the original deed?

A. Yes.

19. (DEED TO CHRISTOPHER C. AND MINNIE A. BENNETT FILED HEREWITH MARKED EXAMINER"S EXHIBIT NO. 3)

19. I hand you a deed which purports to be a deed conveying Lot 6, Block 81, Section A, Herald Harbor, to Christopher Columbus Bennett. Is this the original deed?

A. Yes.

(DEED TO CHRISTOPHER COLUMBUS BENNETT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

20. Is Christopher Columbus Bennett still living?

A. No.

21. Could you tell us approximately when he died?

A. He died in the fall of 1950. I am not sure just the date.

22. Now, what was your relationship to Christopher Columbus Bennett?

A. He was the husband of my mother.

23. Who was Minnie A. Bennett?

A. That was Mr. Bennett's first wife.

24. Do you have any knowledge when she died, approximately?

A. She died before 1934.

25. Now, what living heirs did Christopher Columbus Bennett leave when he died in 1950?

A. He left my mother, and a married daughter, Mrs. Roy Dixon, and a son, Christopher Charles Bennett.

26. Did he have any other children besides the two mentioned living?

A. No, he didn't.

27. His wife O. Josephine Baird Bennett survived him?

A. Yes.

28. Now, has the estate of Christopher Columbus Bennett been administered in Anne Arundel County?

A. Yes.

29. You and your husband, Edward William Digges, Sr., were appointed as substituted administrators of the estate of Christopher Columbus Bennett, were you not?

A. Yes.

30. Has the notice to creditors been published in the estate of Christopher Columbus Bennett?

A. Yes.

31. I hand you a copy of a certificate of publication from the Capital Gazette Press, Inc., certified by the Orphan's Court for Anne Arundel County. Is this the copy of notice to creditors filed in that case?

A. Yes.

(COPY OF CERTIFICATE OF PUBLICATION FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 5)

32. Now has this estate been closed?

A.= Which estate?

33. The estate of Christopher Columbus Bennett?

A. Yes.

34. Were there any claims filed against this estate?

A. No.

35. To your knowledge did O. Josephine Baird Bennett pay any bills out of her own pocket for the expenses of this estate?

A. Yes, she paid the funeral and all those expenses.

36. She then paid all the expenses for the estate?

A. Yes.

37. At the time Christopher Columbus Bennett died, his heirs

his wife
were/O. Josephine Baird Bennett, his daughter, Mrs. A. Roy Dixon, and his son, Christopher Charles Bennett, who is the defendant in this case?

A. Yes.

38. Now before O. Josephine Baird Bennett died, what interest in the property involved in this case, if any, did she receive from Mrs. A. Roy Dixon and her husband?

A. Dr. Bennett received Mrs. Dixon's one third, as the daughter, as the heir. That gave my mother two thirds.

39. I hand you this deed purporting to be a deed from Anna M. Bennett Dixon and A. Roy Dixon, her husband to O. Josephine Baird Bennett, widow. Is this the deed that you referred to?

A. Yes.

(DEED FROM DIXON'S TO O. JOSEPHINE BAIRD BENNETT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 6)

40. Did O. Josephine Baird Bennett have any children of her own?

A. Yes.

41. Would you name the children of O. Josephine Baird Bennett?

A. I am the only child. Olive Prescott Digges.

42. Are you familiar with the property filed in these proceedings Lot 5 and 6 of Section A, Block 81?

A. Yes. I know where it is.

43. In your opinion can the property be divided without loss or injury to either yourself or Christopher Charles Bennett?

A. No. They can't be divided.

44. Then in your opinion the only way you can divide this property is to sell it?

A. Yes.

45. You believe it is to the best interest of the parties hereto that the property be sold?

A. Yes.

(The following taken after Miss Fielding's testimony)

46. Now, Mrs. Digges, are you familiar with your mother's signature?

A. Yes indeed.

47. I wonder if you would look at exhibit No. 7 and tell us whether or not this was your mother's signature?

A. Yes.

48. Now you realize that Miss Fielding is entitled to a claim against the estate of O. Josephine Baird Bennett and time for filing such a claim has expired. Are you as co-executor willing to waive the time limit as far as Miss Fielding is concerned?

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..Alice Prescott Riggs

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Elizabeth M. Fielding, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Kirk)

1. Will you state your name, address and occupation?

A. Elizabeth M. Fielding, 6006 Ninwood Street, Cheverly, Maryland. My occupation is research writer for National Association of Electric Companies, Washington, D. C.

2. Have you an interest in the property in these proceedings, namely Lots 5 and 6, Block 81, Section A, Herald Harbor?

A. Yes, indeed.

3. What interest is this?

A. I have Twenty five hundred cash ($2,500) paid to Dr. Bennett, but a great deal more than that has been put into it afterward.

4. Do you have any evidence of this?

A. Yes, indeed. The contract.

5. Are you referring to this contract between O. Josephine Baird Bennett, administratrix to the estate of Christopher Columbus Bennett and yourself, in the amount of Three thousand two hundred and fifty ($3,250.00) dollars?

A. That is correct.

6. This is the contract?

A. This is the original contract, that's correct, executed by myself and Dr. Bennett.

(CONTRACT OF SALE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 7)

7. At the time this contract was signed did you believe you were purchasing the entire interest in the property?

A. Yes.

8. You have heard the testimony of Mrs. Olive Digges, have you not?

A. Yes.

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9. You are now aware then at the time O. Josephine Baird Bennett signed the contract with you she had only one third interest in the property?

A. Yes, I am aware of that now, but I was not at the time.

10. You know also at the time of the contract, the other two thirds interest in the property was owned by Christopher Charles Bennett and Mrs. A. Roy Dixon?

A. I am aware of that now but I did not know that at the time.

11. How much money if any, did you pay on this contract?

A. I paid twenty five hundred ($2500.00) dollars in cash by check, and I have the cancelled check to show that.

12. To whom was this money paid?

A. It was made out to Dr. O. Josephine Baird Bennett.

13. Are you willing to relinquish your interest in Lot 5 and 6, of Block 81, Section A , Herald Harbor to the jurisdiction of this Court, so that the Court can appoint a trustee, to sell at public or private sale the entire interest in the property?

A. Yes, indeed.

14. I hand you a paper entitled "Submission of Contract Interest to the Jurisdiction of this Court". This is your signature?

A. Yes indeed.

(SUBMISSION OF CONTRACT INTEREST TO THE JURISDICTION OF THIS COURT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 8)

15. After the Court appoints a trustee for this Herald Harbor property, are you willing to enter into a contract with the trustee for the purchase of this property for Thirty two hundred and fifty ($3250.00) dollars, the same amount as your original contract with

Q. Josephine Baird Bennett?

A. Yes, I will be glad to.

16. Were there any improvements recently made on this property?

A. Yes indeed, substantial.

17. At whose expense?

A. At my personal expense.

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.....Elizabeth M. Tull.....

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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 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 15th day of November, 1957.

Malcolm B. Smith, Examiner (SEAL)

M.S. $ 10.00

S.M. $ 15.00

FILED
REGIS...

LAST WILL AND TESTAMENT
OF
OLLIE JOSEPHINE BAIRD BENNETT

I, OLLIE JOSEPHINE BAIRD BENNETT, of 23 East Braddock Road, Alexandria, Virginia, being of sound mind and body, and considering the uncertainty of my transitory existence, do, of my own free will and accord, make this, my last will and testament, hereby revoking any and all former wills and codicils by me at any time made.

FIRST: I direct my Executrix and Executor, hereinafter named, to give my body remains a suitable burial, and to pay all funeral expenses, and all my just debts. I have arranged that all funeral arrangements be made by the Martin Hysong Funeral Home, located at 13th and N Streets, N. W., Washington, D. C., and I direct that services be conducted by a Presbyterian Minister from the National Presbyterian Church in Washington, D. C., and that an Eastern Star service be conducted by the Martha Washington Eastern Star Chapter, Number 42, the present Secretary of which is Mrs. Helen B. Nalls of 107 West Maple Street, Alexandria, Virginia, Telephone KIng 9-1279. I direct that my remains be interred in Arlington National Cemetery, Arlington County, Virginia, and that a monument be erected at my grave site in accordance with specifications that will comply with the regulations of the Arlington National Cemetery. Having served in World War One (1918), as Contract Surgeon in the Army Medical Corps, I have the right and privilege of being buried in the Officers Section in the said Arlington National Cemetery, and the authorization therefor is annexed to this my last will and testament.

SECOND: I give, devise, and bequeath unto my only child and daughter, OLIVE (PRESCOTT) DIGGES (Mrs. Edward Wm. Digges, Sr.), all my right, title, and interest in, and to, the property known as lots 2 and 3 in Block 11 of Rosemont Park, known and numbered as 23 East Braddock Road, Alexandria, Virginia, together with all the fixtures and improvements therein and thereon, and the rights, privileges and

FILED
1957 JUL 25 AM 10: 22

" Petitioners Exhibit A "

Examiners Exhibit #1
Bennett et al vs. Bennett
Equity #10,799
Alexandria, Va.
Examiner

appurtenances belonging, or pertaining thereto, and all the tangible personal property in, upon, or used in connection with the same, as far as owned by me at the time of my death, except that upon the death of my said daughter, I give, devise and bequeath to:

A. My granddaughter, JOSEPHINE DIGGES REID (Mrs. Harvey J. Reid, Sr.), one mahogany inlaid sweetheart seat, and one walnut dining table, formerly my mother's.

B. My grandson, EDWARD WILLIAM DIGGES, JR., one mahogany inlaid china cabinet, and one walnut antique cupboard, formerly my mother's.

C. My son-in-law, EDWARD WILLIAM DIGGES, SR., one twelve-piece metal file cabinet, one large upholstered adjustable chair with foot stool, and one metal wardrobe.

THIRD: I give, devise, and bequeath unto my said daughter OLIVE (PRESCOTT) DIGGES, all my right, title, and interest in, and to, Lots 34, 35, 36, and 37 in Block 102, facing Magnolia Trail and Kyle Road, at Herald Harbor, Maryland together with the cottage and contents thereof located on said lots; also Lots 20 and 21 in Block 102, facing Magnolia Trail in Section C, Amended Map of Herald Harbor, Maryland together with the garage and contents thereof located on said Lots 20 and 21.

FOURTH: I give, devise, and bequeath unto my daughter, OLIVE (PRESCOTT) DIGGES, all my right, title, and interest in, and to, any and all moneys due me from the Estate of my late husband, Cristopher Columbus Bennett, deceased, (September 30, 1950), which is now the subject of Court Proceedings.

FIFTH: I give, devise, and bequeath unto my son-in-law EDWARD WILLIAM DIGGES, SR., all my right, title, and interest in, and to, Lots 22, 23, 24, 25, 26, 27, 28, 29, and 30 in Block 60 of

Section C, Amended Map of Herald Harbor, Maryland; also Lots 1, 23, 24, 25, and 26, in Block 55 of Section C, Amended Map of Herald Harbor, Maryland, said Lots in Block 55 being separated from Block 50 by a 25 feet trail which has been closed in by wire fence since 1971. Lots in Block 55 extend to Bonaparte Road, and have wire fence outside large walnut tree. If said EDWARD WILLIAM DIGGES, SR. shall predecease my daughter, OLIVE (PRESCOTT) DIGGES, then, and in that event, I give, devise, and bequeath unto my said daughter, the Lots described in this Article FIFTH of this my last will and testament.

SIXTH: I give, devise, and bequeath unto my grandson, EDWARD WILLIAM DIGGES, JR., all my right, title, and interest in, and to, Lots 1, 2, 3, and 4, in Block 81 of Section A, Amended Map of Herald Harbor, Maryland, being located at the corner of Locust and Hemlock, and Trail and Eddy Road.

SEVENTH: I give, devise, and bequeath unto my granddaughter, JOSEPHINE DIGGES REID (Mrs. Harvey J. Reid, Sr.), all of my right, title, and interest in, and to, Lots 16 to 31, inclusive, in Block 155, of Section F, Herald Harbor, Maryland.

EIGHTH: All of the rest, residue and remainder of my estate, both real and personal, of whatsoever kind, nature, and description, and wheresoever situate, of which I may die seized, or possessed, and not otherwise disposed of herein, I give, devise and bequeath unto my daughter, OLIVE (PRESCOTT) DIGGES.

NINTH: I hereby nominate, constitute, and appoint my daughter, OLIVE (PRESCOTT) DIGGES, and my son-in-law EDWARD WILLIAM DIGGES, SR., as Executrix and Executor of this, my last will and testament, and with power and authority to execute the same according to its true and intended meaning, and having perfect confidence in their judgment,

I direct that no bond be required of them in any Court wherein this will is probated.

IN WITNESS WHEREOF, I, OLLIE JOSEPHINE BAIRD BENNETT, have hereunto set my hand and seal this 9th day of November in the year of Our Lord, One Thousand Nine Hundred and Fifty Four.

Ollie Josephine Baird Bennett (Seal)

Ollie Josephine Baird Bennett SEAL

SIGNED, SEALED, PUBLISHED, and DECLARED, by OLLIE JOSEPHINE BAIRD BENNETT, as and for her last will and testament, in the presence of us, who, at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses this 9th day of November, 1954.

Nada L Howard Address 1012 14th St. N.W.
Washington, D.C.

Dorothy Ferguson Address 1012 14th St. N.W.
Washington, D.C.

David J. Sharbe Address 1012-14th St. N.W.
Washington, D.C.

Anne Arundel County, Ss:

On the 1 day of March, 1957
came Elmos (Prescott) Diggs
and made Oath in due form of law, that She does not know of any Will or Codicil of Ellie Josephine Baird Bennett
late of said County, deceased, other than the above instrument of writing, and that She received the same from Edward William Diggs Jr. who took it from the metal safe box in the home of Testatrix died
on ~~or about~~ the 4th day of February, 1957
Sworn to before the subscriber

Test: Clarence C. Burwell
Deputy Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the _____ day of _____, 193__
came _____
subscribing witnesses to the aforegoing last Will and Testament of _____
_____ late of said County, deceased, and made oath in due form of law, that h did see the Testa_____
sign and seal this Will; that h heard h publish, pronounce and declare the same to be h last Will and Testament, that at the time of h so doing h was, to the best of h apprehension, of sound and disposing mind, memory and understanding; and that h together with_____
_____
_____
subscribed h name as witnesses to this Will in h presence, at h request and in the presence of each other.
Sworn to

Test: _____

Register of Wills for Anne Arundel County.

3,300—1-30—M. & T.

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ANNE ARUNDEL COUNTY, SS. LIBER 110 PAGE 347

On this 4th day of March A. D. 1951 personally appeared William W. Townsend, Jr. who on oath says that he was well acquainted with Ellie Josephine Baird Bennett and that affiant knows her handwriting, having often seen her write; that after examining the signature of Ellie Josephine Baird Bennett on the paper writing purporting to be the last Will and Testament of Ellie Josephine Baird Bennett deceased, late of ANNE ARUNDEL COUNTY, MARYLAND, affiant declares the same to be in the handwriting of said Ellie Josephine Baird Bennett and it is well known to affiants that said Ellie Josephine Baird Bennett is deceased.

William W. Townsend Jr.

SIGNATURES.

Sworn to and subscribed before me on the day and year aforesaid.

Esquire, Clarence C. Burrell
Register of Wills for Anne Arundel County.

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In the Orphans' Court of Anne Arundel County: LIBER 110 PAGE 348

The Court after having carefully examined the above last Will and Testament of Ollie Josephine Baird Bennett, late of said County, deceased, ~~together with the codicil~~ thereunto ~~attached,~~ and also the evidence adduced as to its validity, orders and decrees this 19th day of March, 1932, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Ollie Josephine Baird Bennett, deceased.

JUDGES { Owain E. Owens
Milton D. Delay

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LIBER 110 PAGE 349

STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Ollie Josephine Baird Bennett *late of said County deceased* together with proof and probate thereof *taken from* the original which is filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 24th *day of* May *in the year of our Lord, nineteen hundred and fifty-seven.*

H. Stanley Clark

Register of Wills for Anne Arundel County

40

110 350 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

TOWNSHEND & KIRK, Attys.
Annapolis, Maryland

Notice To Creditors

Notice is hereby given that the Subscribers, of Virginia have obtained from the Orphan's Court of Anne Arundel County, in Maryland, Letters testamentary on the estate of

OLLIE JOSEPHINE
BAIRD BENNETT

late of Anne Arundel County, deceased. All persons having claims against the deceased, are hereby warned to exhibit the same, with the vouchers thereof, to the subscriber, on or before the

29TH DAY OF SEPTEMBER, 1957.

They may otherwise, by law, be excluded from all benefit of said estate. All persons indebted to said estate are requested to make immediate payment.

Given under my hand this 19th day of March, 1957.

OLIVE PRESCOTT DIGGES,
EDWARD WILLIAM DIGGES, SR.,
Executors.

M-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 17, 1957

We hereby certify, that the annexed Notice to Creditors

Ollie Josephine
Baird Bennett

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 29th day of September, 1957. The first insertion being made the 28th day of March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 12302

Examiner's Exhibit #2
Bennett et al vs. Bennett
Equity #10,799
Malcolm Bennett,
Examiner

41

STATE OF MARYLAND

Anne Arundel County LIBER 110 PAGE 351

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Certificate of publication of Notice to Creditors in the Estate of Ollie Josephine Baird Bennett *late of said County deceased taken from* the original which is filed and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 21" *day of* November *in the year of our Lord, nineteen hundred and fifty* -seven.

H. Stanley Clark

Register of Wills for Anne Arundel County

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3464

Deed

LIBER 110 PAGE 352

This Deed made this Twenty-sixth day of September, A. D. 1927, by and between HERALD HARBOR, INCORPORATED, a Delaware corporation, party of the first part; and

Christopher C. and Minnie A. Bennett

of Colmar Manor, State of Maryland

parties of the second part:

Witnesseth That for and in consideration of the sum of Ten (10) Dollars lawful money of the United States in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, their heirs and assigns, in fee simple, all that piece or parcel of land and premises, situate, lying and being in Anne Arundel County, State of Maryland, and described as follows: Lot..... Numbered five (5),

in Block numbered Eighty-one (81), as shown on a certain map entitled "Herald Harbor on the Severn AMENDED MAP OF SECTION 4 EDWARD W. DIGGES, CHIEF ENGINEER, NOVEMBER 1924 [redacted]" being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book NW 3, at folio 32, of the Land Records of said County; together with all improvements thereupon made or being; and all and every, the rights, alleys, ways, privileges, appurtenances, and advantages, to the same belonging or in any wise appertaining; subject, however, to the covenants and restrictions of record, and to the following covenants and restrictions:

1. No part of said premises shall be used for a hospital, asylum, cemetery, a place of burial, nor for any factory, manufacturing, or for any business or trade whatsoever.
2. No building shall be erected on said premises except a private dwelling house which shall not stand nearer the road or trail line than fifteen feet and shall cost not less than Fifteen Hundred dollars and a suitable garage, which garage shall not be erected nearer the road or trail line than seventy-five feet except on the two corner lots and there, not nearer than thirty feet from the abutting road or trail on the side of said lots.
3. No building, tent or other place of habitation shall be erected on said premises, nor shall said premises be otherwise occupied without a properly covered cesspool or privy, containing a concrete or otherwise water-tight receptable to contain sewerage or human evacuations. No garbage or other refuse shall be allowed or permitted in or on said premises except in proper covered receptacles. No privy, cesspool or other means for the disposal or reception of offal or sewerage shall be constructed, permitted or allowed within 100 feet of any cistern, waterway or public well.
4. No sewerage or refuse shall be emptied into the Severn, on the shores thereof, or into any cove, inlet, stream or waterway connected therewith.
5. No building or structure whatever, other than a proper tent, shall be erected on said premises without a gable roof, nor for use other than a private dwelling. No barn or stable or hennery shall be erected on said premises without the consent in writing of the secretary of the Herald Harbor Country Club Inc.
6. No excavations shall be made on the premises and no trees shall be cut or removed from said premises except for the purpose of building thereon, and at the time when the building operations are commenced, and no earth or sand shall be removed from said premises except as part of such excavation.
7. No signs, billboards, or advertising matter of any kind shall be placed upon said premises without the written consent of the party of the first part.

The party of the first part reserve to themselves the right to waive any or all of these restrictions at any time and such waiver shall not affect their right to enforce these restrictions on the balance of the tract.

Said restrictions to run with the land and to be especially recited in all future conveyances.

To Have and to Hold the aforesaid piece or parcel of land above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit, and behoof forever of said parties of the second part, their heirs or assigns in fee simple.

And the party of the first part covenants that it will warrant specially the property hereby conveyed; that it is seized of the land hereby conveyed; that it has a right to convey said land; that the parties of the second part shall quietly enjoy said land; and it has done no act to encumber said land except as herein stated and that it will execute such further assurances of said land as may be requisite.

In Testimony Whereof said HERALD HARBOR, INCORPORATED, has caused these presents to be signed by [redacted] W. C. SHELTON, its President, attested by [redacted] its Secretary, and its corporate seal to be hereunto affixed; and does hereby appoint ~~W. L. BAKER~~ S. A. RYAN W. D. MILLER its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

(Seal)

HERALD HARBOR, INCORPORATED,

By William C. Shelton
President.

Attest: Samuel A. Ryan
Secretary

DISTRICT OF COLUMBIA, ss:

I hereby certify that on the 16 day of January, A. D., 1928, before the subscriber, a Notary Public, in and for the District of Columbia aforesaid, personally appeared Myron S. Cotton the attorney in fact named in the aforegoing deed, and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of HERALD HARBOR, INCORPORATED, the grantor therein.

IN TESTIMONY WHEREOF, I have affixed my seal this 16 day of January, A. D. 1928.

Examiner's Exhibit #3
Bennett et al. v. Bennett
Equity #10,797
Wm. Lee Bennett,
Examiner

Thelma S. Ryan
Notary Public in and for the District of Columbia.

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LIBER 110 PAGE 353

Warranty

DEED

HERALD HARBOR CO.

INCORPORATED

To

Christopher C

and

Minnie A. Bennett

Block 81 Lot 5

Dated September 26, 1927

Received for Record 7 day of April 1928 at 9 o'clock A.M. and [illegible] in Liber F. S. R., 4 Folio 417 Land Records of Anne Arundel County.

FRANK S. REVELL, Clerk

HERALD HARBOR

On The Severn

WASHINGTON, D. C.

I hereby certify that the property [illegible] in this deed has been [illegible] as provided by act 1920.

R. Harry Arnold, Clerk

2757 paid

2466

Deed

LIBER 110 PAGE 354

This Deed made this Fifteenth day of May, A. D. 1925, by and between HERALD HARBOR, INCORPORATED, a Delaware corporation, party of the first part; and

Christopher Columbus Bennett

of District of Columbia

party of the second part:

Witnesseth That for and in consideration of the sum of Ten (10) Dollars lawful money of the United States in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all that piece or parcel of land and premises, situate, lying and being in Anne Arundel County, State of Maryland, and described as follows: Lot..... Numbered Six,

in Block numbered Eighty-one, as shown on a certain map entitled "Herald Harbor on the Severn AMENDED MAP OF SECTION A EDWARD W. DIGGES, CHIEF ENGINEER, NOVEMBER 1924 [redacted]" being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book WNW 3, at folio 32, of the Land Records of said County; together with all improvements thereupon made or being; and all and every, the rights, alleys, ways, privileges, appurtenances, and advantages, to the same belonging or in any wise appertaining; subject, however, to the covenants and restrictions of record, and to the following covenants and restrictions:

1. No part of said premises shall be used for a hospital, asylum, cemetery, a place of burial, nor for any factory, manufacturing, or for any business or trade whatsoever.
2. No building shall be erected on said premises except a private dwelling house which shall not stand nearer the road or trail line than fifteen feet and shall cost not less than Fifteen hundred dollars and a suitable garage, which garage shall not be erected nearer the road or trail line than seventy-five feet except on the two corner lots and there, not nearer than thirty feet from the abutting road or trail on the side of said lots.
3. No building, tent or other place of habitation shall be erected on said premises, nor shall said premises be otherwise occupied without a properly covered cesspool or privy, containing a concrete or otherwise water-tight receptable to contain sewerage or human evacuations. No garbage or other refuse shall be allowed or permitted in or on said premises except in proper covered receptacles. No privy, cesspool or other means for the disposal or reception of offal or sewerage shall be constructed, permitted or allowed within 100 feet of any cistern, waterway or public well.
4. No sewerage or refuse shall be emptied into the Severn, on the shores thereof, or into any cove, inlet, stream or waterway connected therewith.
5. No building or structure whatever, other than a proper tent, shall be erected on said premises without a gable roof, nor for use other than a private dwelling. No barn or stable or hennery shall be erected on said premises without the consent in writing of the secretary of the Herald Harbor Country Club.
6. No excavations shall be made on the premises and no trees shall be cut or removed from said premises except for the purpose of building thereon, and at the time when the building operations are commenced, and no earth or sand shall be removed from said premises except as part of such excavation.
7. No signs, billboards, or advertising matter of any kind shall be placed upon said premises without the written consent of the party of the first part.

The party of the first part reserve to themselves the right to waive any or all of these restrictions at any time and such waiver shall not affect their right to enforce these restrictions on the balance of the tract.

Said restrictions to run with the land and to be especially recited in all future conveyances.

To Have and to Hold the aforesaid piece or parcel of land above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit, and behoof forever of said party of the second part, his heirs or assigns in fee simple.

And the party of the first part covenants that it will warrant specially the property hereby conveyed; that it is seized of the land hereby conveyed: that it has a right to convey said land; that the party of the second part shall quietly enjoy said land; and it has done no act to encumber said land except as herein stated and that it will execute such further assurances of said land as may be requisite.

In Testimony Whereof said HERALD HARBOR, INCORPORATED, has caused these presents to be signed by W. C. SHELTON, its President, attested by W. L. BAKER, its Secretary, and its corporate seal to be hereunto affixed; and does hereby appoint W. D. MILLER its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

(Seal)

Attest: Wilson L. Baker Jr.
Secretary

HERALD HARBOR, INCORPORATED
By William C. Shelton
President.

DISTRICT OF COLUMBIA, ss:

I hereby certify that on the 16th day of June, A. D., 1925, before the subscriber, a Notary Public, in and for the District of Columbia aforesaid, personally appeared W. D. MILLER the attorney in fact named in the aforegoing deed, and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of HERALD HARBOR, INCORPORATED, the grantor therein.

IN TESTIMONY WHEREOF, I have affixed my seal this 16th day of June, A. D. 1925.

Examiner's Exh. #4
Bennett vs. Bennett
Equity #10,799
Wilson L. Bennett
Examiner

Gertrude Ellis
Notary Public in and for the District of Columbia.

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Ex
Warranty

LIBER 110 PAGE 355

DEED

... by certify, that ... property named in this deed has been transferred as provided by act 1920.

R. Harry Arnold,
Clerk

HERALD HARBOR CO.
INCORPORATED

To

Christopher Columbus Bennett

Block 81 Lot 6

Dated May 15th, 1925.

Received for Record 1 day of Aug 1925 at 10 o'clock AM and same day ... Liber W. M. B. No. 6 Fol. 492 Land Records of Anne Arundel County, WASHINGTON, D. C.

HERALD HARBOR
On The Severn

WM. MARTIN BRADY, Clerk.

2.75 Paid

LIBER 110 PAGE 356

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1952

We hereby certify, that the annexed Notice to Creditors

Christopher C. Bennett

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 22d day of July, 1952. The first insertion being made the 21st day of January, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

Legal Notices

NOTICE IS HEREBY GIVEN

That the Subscriber, of Hyattsville, Maryland, has obtained from the Orphan's Court of Anne Arundel County, in Maryland, Letters of ancillary administration on the estate of CHRISTOPHER C. BENNETT, Sr., late of Alexandria, Virginia, deceased. All persons having claims against the deceased are hereby warned to exhibit the same, with the vouchers thereof, to the subscriber, on or before the 17TH DAY OF JULY, 1952. They may otherwise by law, be excluded from all benefit of said estate. All persons indebted to said estate are requested to make immediate payment.

Given under my hand this 17th day of January, 1952.

HENRY A. BABCOCK,
Ancillary Administrator.

1-25

No. E&C 9629

Examiner's Exh. #5
Bennett B. Bennett
Equity #10,799
[illegible]
Examiner

47

STATE OF MARYLAND

Anne Arundel County LIBER 110 PAGE 357

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Certificate of publication of Notice to Creditors Estate of Christopher C. Bennett *late of said County deceased taken from* the original which is filed and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 21" *day of* November *in the year of our Lord, nineteen hundred and fifty* -seven

H. Stanley Clark

Register of Wills for Anne Arundel County

48

FEE-SIMPLE DEED—CODE—City or County—10

LIBER 110 PAGE 358

LIBER 1114 PAGE 537

Mortgage Regd 1988

This Deed, Made this 7th day of January

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

ANNETTE M. BENNETT DIXON and A. ROY DIXON, her husband,

of GRANTORS;

in the State of Maryland, of the first part, and

O. JOSEPHINE BAIRD BENNETT, Widow,

of the second part., GRANTEE,

Witnesseth, that in consideration of the sum of One Dollar and other good and valuable considerations, receipt whereof in full is hereby acknowledged, the said GRANTORS

do grant and convey ~~unto the said~~ all of their undivided interest in the hereinafter described property unto the said GRANTEE, her

heirs and assigns, in fee simple, all those lots of ground, situate, lying and being in Second Election District, Anne Arundel Co., aforesaid, and described as follows, that is to say:—

~~Beginning for the~~

KNOWN AND DESIGNATED as Lots Nos. 5 and 6 in Block 81 in the subdivision known as Herald Harbor on the Severn, Anne Arundel County, Maryland, as per plat thereof recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod J, Plat 2.

BEING the same property conveyed unto Christopher Columbus Bennett by Herald Harbor, Incorporated, a body corporate, by deeds dated May 15, 1925 and September 26, 1927 and recorded among the Land Records of Anne Arundel County in Libers W.M.B. 5, Folio 492 and F.S.R. 4, Folio 417, respectively.

Examiner's Exhibit #6
Bennett vs. Bennett
Equity #10,799
William Hewitt,
Examiner

FILED

1957 JUL 25 AM 10:23

" Petitioners Exhibit B "

49

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said GRANTEE,

her heirs and assigns, in fee simple.

subject, however, to restrictions of record.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hand s and seals of said grantors:

TEST:

Annette M. Bennett Dixon (SEAL)
Annette M. Bennett Dixon

A. Roy Dixon (SEAL)
A. Roy Dixon

State of New York } ss. LIBER 110 PAGE 359A
County of New York }
~~STATE OF MARYLAND~~, , to wit:

I HEREBY CERTIFY, That on this 7th day of January
in the year one thousand nine hundred and fifty-seven, before me, the subscriber,
a Notary Public of the State ~~of Maryland~~ New York, in and for County of New York aforesaid,
personally appeared Annette M. Bennett Dixon and A. Roy Dixon, her husband,

the above named grantors, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

ANNA BECKER NOTARY PUBLIC STATE OF NEW YORK

Anna Becker
Notary Public.

ANNA BECKER
Notary Public, State of New York
No. [illegible]
Qualified in [illegible] County
Cert. filed in [illegible] County
Term expires March 30, 1958

Rec'd for record April 25 1957 at 3:21 P.M.
Mailed to Wm. W. Townshend, Jr.

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LIBER 110 PAGE 359

DEED

TAXES PAID TO DEC. 31, 1957
JOSEPH H. GRISCOM, Treas.

TAXES PAID FROM DEC. 31 1956

I hereby certify that the property named in this deed has been transferred as provided by Act 1920.

ANNETTE M. BENNETT DIXON AND
A. ROY DIXON, HER HUSBAND

TO

O. JOSEPHINE BAIRD BENNETT, Widow

BLOCK NO.....

Received for Record.....19.....,
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, $ 3.75

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 APR 25 PM 3:21
& RECORDED IN LIBER GTC
NO. 1114 FOLIO 237
GEO. I. CROMWELL, CLERK

The Legal Record Company, Baltimore, Md.

THIS CONTRACT AND AGREEMENT made and entered into this 11th day of July, 1951 by and between DR. O. JOSEPHINE BAIRD BENNETT, Administratrix of the Estate of Christopher C. Bennett, deceased, party of the first part and ELIZABETH M. FIELDING, party of the second part;

WITNESSETH: The said party of the first part receives and acknowledges receipt hereby from the party of the second part, check in the amount of Two Thousand Five Hundred Dollars ($2,500.00) on account of purchase price for the hereinafter described property;

The party of the first part hereto hereby contracts, covenants and agrees to sell to the party of the second part Lots FIVE and SIX (5 and 6) in Block 81, of the Subdivision of HERALD HARBOR "ON THE SEVERN", Amended Map Section "A", dated November, 1924, located in the State of Maryland. (Edward W. Digges, Chief Engineer)

The purchase price agreed to be Three Thousand Two Hundred Fifty and 00/100 ($3,250.), of which the aforesaid $2,500.00 is a part, leaving a balance of $750.00 to be paid upon delivery of the deed from the party of the first part to the party of the second part;

It is further understood and agreed between the parties that deed will be delivered to the party of the second part as soon as can be done and that possession will be given to the party of the second part forthwith.

Taxes and fire insurance will be adjusted as of the date of settlement and payment of the balance of the purchase price and delivery of the deed.

WITNESS the following signatures and seals:

Dr Josephine Baird Bennett (SEAL)
O. Josephine Baird Bennett
Administratrix

Elizabeth M. Fielding (SEAL)
Elizabeth M. Fielding

Examiner's Ex. #7
Bennett vs. Bennett
Equity #10,799
M. Lucien Bonnett, Jr.
Examiner

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LIBER 110 PAGE 361

O. JOSEPHINE BAIRD BENNETT, et al	:	NO. 10,799 EQUITY
vs.	:	IN THE
CHRISTOPHER CHARLES BENNETT Post Office Box 881 Balboa, Canal Zone	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

SUBMISSION OF CONTRACT INTEREST TO THE JURISDICTION OF THIS COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned appearing in proper person hereby states:

1. That on July 11, 1951, the undersigned entered into a contract with Dr. O. Josephine Baird Bennett, Administratrix of the Estate of Christopher C. Bennett, deceased, for the purchase of the prope ty involved in these proceedings, namely Lots 5 and 6, Block 81, Section A of Herald Harbor.

2. That the undersigned has paid Two Thousand Five Hundred Dollars ($2,500.00) on account to O. Josephine Baird Bennett for said property.

3. That the undersigned is hereby submitting her interest in said lots, whatever it may be, to the jurisdiction of this Honorable Court, in order that a sale may be made under order of this Court conveying clear title to said property.

Elizabeth M. Fielding

Examiner's Exhibit #6
Bennett Vs. Bennett
Equity #10,799
Mildred Bennett
Examiner

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LIBER 110 PAGE 362

O. JOSEPHINE BAIRD BENNETT, et al	:	NO. 10,799 EQUITY
vs	:	IN THE
CHRISTOPHER CHARLES BENNETT Post Office Box 881 Balboa, Canal Zone	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

PETITION FOR APPOINTMENT OF TRUSTEE TO SELL PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioners, Olive Prescott Digges, and Edward William Digges, Sr., by their Attorneys, William W. Townshend, Jr. and William E. Kirk, respectfully state:

1. That your Petitioners have taken testimony in the above captioned case before a standing examiner pursuant to a Decree Pro Confesso signed by this Honorable Court on May 1, 1954.

2. That it appears from the testimony and the documents filed herein that the fee simple title to lots 5 and 6, Block 81, Section A, Herald Harbor, in the Second Election District of Anne Arundel County, Maryland is vested in Christopher Charles Bennett, Defendant, to the extent of a 1/3 undivided interest in the whole, and in Olive Prescott Digges, substituted Plaintiff, to the extent of a 2/3 undivided interest in the whole.

3. That it is apparent from the testimony taken and filed herein that the aforementioned real estate and improvements cannct be divided without resulting in loss or injury to one of the parties in interest.

4. That it further appears from said testimony, that it will be to the best interests of all parties involved in these proceedings to have the above mentioned real estate and improvements sold at public or private sale.

5. That your Petitioners believe and therefore aver that William W. Townshend, Jr. should be appointed Trustee to sell the property involved in these proceedings and that he should be permitted to sell said property at a private sale providing the bid at the private sale exceeds the appraised value of the property.

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1957 DEC 18 AM 9:15

54

WHEREFORE, your Petitioners pray that this Honorable Court grant a decree appointing a trustee to sell the property involved in these proceedings at either a private or public sale.

AND, AS IN DUTY BOUND, ETC.

Olive Prescott Digges
Olive Prescott Digges

Edward Williams Digges Sr.
Edward Williams Digges, Sr.
Petitioners

TOWNSHEND & KIRK

by William E. Kirk
William E. Kirk
Towns-Worth Bldg.
South Street
Annapolis, Maryland
Colonial 3-4546

STATE OF VIRGINIA, ~~COUNTY~~ CITY OF WARWICK, TO WIT:

I HEREBY CERTIFY that on this 6th day of December, 1957, before me, the subscriber, a Notary Public of the State of Virginia, in and for the County aforesaid, personally appeared Olive Prescott Digges and Edward William Digges, Sr., and made oath in due form of law that the matters and facts herein stated are true and correct to the best of their information, knowledge and belief.

AS WITNESS my hand and Notarial seal.

My Commission Expires December 20th, 1958

Herman H. Meredith
Notary Public

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LIBER 110 PAGE 364

O. JOSEPHINE BAIRD BENNETT, et al	:	No. 10,799 Equity
vs.	:	In the Circuit Court for
CHRISTOPHER CHARLES BENNETT Post Office Box 881 Balboa, Canal Zone	:	Anne Arundel County

PETITION TO SUBSTITUTE PRAYER NUNC PRO TUNC

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Olive Prescott Digges and Edward William Digges, Sr., by their Attorneys, William W. Townshend, Jr., and William E. Kirk, respectfully state:

1. That on August 31, 1953, O. Josephine Baird Bennett, Annette M. Bennett Dixon and A. Roy Dixon, her husband, and E. E. Fordam, Sr., filed a Bill of Complaint against Christopher Charles Bennett (Jr.) for the sale of Lots 5 and 6, Block 81, Herald Harbor, in lieu of Partition between the then legal heirs of the deceased titleholder, Christopher Charles Bennett, Sr.

2. That the then Plaintiffs filed herein a copy of a contract for the sale of the aforesaid property signed by O. Josephine Baird Bennett as Seller and E. E. Fordam, Sr., as Buyer; that said contract was an invalid sale inasmuch as O. Josephine Baird Bennett only owned a one-third interest in said property at that time; and that the said E. E. Fordam, Sr., and his wife, Grace A. Fordham, have since executed a release for all their right, title and interest in said contract, said release being filed herein.

3. That the real estate involved in these proceedings is not susceptible to a partition and at the time the Bill of Complaint was filed, the legal heirs, who would share in the distribution of the proceeds of such a sale were O. Josephine Baird Bennett, Widow of the deceased, Christopher Charles Bennett, Sr., Annette M. Bennett Dixon and Christopher Charles Bennett, Jr.,

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1958 JAN -9 PM 1:46

56

who are the children of the deceased by a previous marriage and in addition are his only children.

4. That this Honorable Court signed a decree pro confesso in these proceedings on May 1, 1954.

5. That by deed dated January 7, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114, Folio 537, the said Annette M. Bennett Dixon and A. Roy Dixon, her husband, conveyed all their right, title and interest in said property to the said O. Josephine Baird Bennett, said deed being filed herein as Exhibit B.

6. That O. Josephine Baird Bennett died on February 4, 1957, leaving a Last Will and Testament duly probated in the Orphans Court for Anne Arundel County in Liber H.S.C. 1, Folio 398, a copy of which is filed herein as Exhibit A.

7. That under the terms of said will, the aforesaid property was devised unto Olive Prescott Digges, one of your petitioners, under the residuary clause; and that the said Olive Prescott Digges is the daughter of O. Josephine Baird Bennett by a marriage previous to her marriage with the deceased Christopher Charles Bennett, Sr.

8. That your Petitioners filed a petition to be substituted as Plaintiffs in these proceedings for the late O. Josephine Baird Bennett and this Honorable Court granted said petition by Order dated July 25, 1957.

9. That testimony was taken in these proceedings on November 8 and November 21, 1957, which supports the above allegations and that in addition, the testimony showed that O. Josephine Baird Bennett had, previous to the Fordam contract, signed a contract for the sale of the above-mentioned property with Elizabeth M. Fielding, who has submitted her interest in the said property to this Court.

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10. That according to the testimony of the said Elizabeth M. Fielding, she is ready and willing to consummate her contract in the amount of $3,250.00 which will greatly enhance the value of the interest that the defendant, Christopher C. Bennett, has in said property, and in addition will be a greater sum than the value of his interest as appraised by two competent real estate brokers.

11. That the first prayer of the said Bill of Complaint requested "(1) that a decree may be passed above ratifying and confirming said contract of sale of the said real estate, and appointing trustees to convey the same to the said E. E. Fordam, Sr."

12. That in addition to the aforesaid first prayer, the Bill of Complaint prayed that "(3) that your Orators may have such other and further relief as their case may require."

13. That it is unreasonable to believe that the original plaintiffs would intentionally sell the aforementioned property for a price less than the highest bid and therefore your Petitioners believe and therefore aver that the first prayer of the original Bill of Complaint was in error and the real intention of the parties was to petition for the sale of the property at a public or private sale and request that a trustee be appointed for the purpose of conveying the same to the purchaser thereof.

WHEREFORE, your Petitioner prays that this Honorable Court pass an Order nunc pro tunc to substitute the following prayer in place of the first prayer in the Bill of Complaint in these proceedings: "(1) That a decree be passed for a public or private sale of said real estate and a trustee be appointed to convey the same to the purchaser thereof."

AND AS IN DUTY BOUND, ETC.

TOWNSHEND & KIRK

By William E. Kirk

William E. Kirk

ORDER

Upon the aforegoing Petition, Testimony and Documents filed herein, it is thereupon ORDERED this 14th day of January, 1958, that the first prayer recited in the Bill of Complaint filed herein, be and it is hereby changed, nunc pro tunc to read "(1) that a decree be passed for a public or private sale of said real estate and a trustee be appointed to convey the same to the purchaser thereof."

Judge

FILED
1958 JAN. 14
P.M. 3:57

60

LIBER 110 PAGE 368

O. JOSEPHINE BAIRD BENNETT, et al	:	NO. 10,799 EQUITY
vs	:	IN THE
CHRISTOPHER CHARLES BENNETT Post Office Box 881 Balboa, Canal Zone	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

DECREE FOR THE SALE OF REAL ESTATE

This cause standing ready for hearing and being submitted, were read and considered by the Court:

IT IS THEREUPON, this 14 day of ~~December 1957~~ January 1958, by the Circuit Court for Anne Arundel County in Equity, Adjudged, Ordered and Decreed that the real estate mentioned in the proceedings be sold for the purpose of partition among the parties; that William W. Townshend, Jr., be and he is hereby appointed Trustee to make said sale and that the cause 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 in the penalty of $3,500.00, conditioned upon 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 published in Anne Arundel County and such other notice as he may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of 10% to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale; or at private sale, at a sum not less than its highest appraised value, 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 the same, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on the ratification of such sale by the Court and on the

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1958 JAN 14 PM 3:57

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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 of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainant and defendant, and those claiming by, from or under them or any 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 costs 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.

Matthew S. Pearce
Judge

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SAFEGUARD INSURANCE COMPANY

LIBER 110 PAGE 370
LIBER 9 PAGE 238

Equity No. 10,799

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr. of Anne Arundel County, State of Maryland, as Principal, and the Safeguard Insurance Company, having its office in the City of Hartford, Connecticut, and authorized to transact 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 Thirty Five Hundred Dollars ($3,500.00) 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 17th day of February, 1958.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Josephine Baird Bennett, etal vs. Christopher Charles Bennett---------- dated January 14, 1958, the said William W. Townshend, Jr. was appointed Trustee to make sale of the property described in said proceedings, and the said William W. Townshend, Jr. is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do 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 said property, or to the proceeds thereof, 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:

Alice Gary

William W. Townshend, Jr. (SEAL)
William W. Townshend, Jr., PRINCIPAL

SAFEGUARD INSURANCE COMPANY

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

Kathleen Woelfel
Kathleen Woelfel

Bond approved
this 18th day of February,
1958.
George T. Cromwell Clerk

FILED
1958 FEB 19 AM 11:54

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LIBER 110 PAGE 371

O. JOSEPHINE BAIRD BENNETT, et al : No. 10,799 Equity

vs. : In the Circuit Court for

CHRISTOPHER CHARLES BENNETT : Anne Arundel County
Post Office Box 881
Balboa, Canal Zone :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of William W. Townshend, Jr., Trustee, appointed by the Decree in this cause, to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of his trust, as required by said Decree, he did sell to Elizabeth M. Fielding the property mentioned in these proceedings at private sale by the authority given under the option set forth in the Decree in these proceedings dated ~~December~~ January 14, 1957, for the sum of Three Thousand Two Hundred Fifty Dollars ($3,250.00), that is to say, all those lots in the Second Election District of Anne Arundel County known and designated as:

> Lots Nos. 5 and 6, Block 81, Section A, as shown on the Plat of Herald Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 4, Page 15.

That the Contract of Sale is attached hereto and the Trustee has received the deposit of $325.00 as shown on said contract.

That the price obtained for the property is considerably greater than the appraised value as shown in these proceedings and is a fair and reasonable one, that the sale was fairly made and that the ratification of the sale as made is recommended.

All of which is respectfully submitted,

William W. Townshend, Jr.

FILED

1958 FEB 20 PM 2:50

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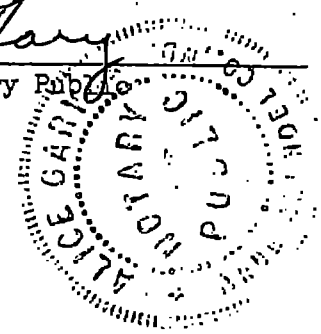
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of February, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Trustee, and made oath in due form of law that the matter and things set forth in the aforegoing report of sale are true as therein set forth and that the sale was fairly made.

WITNESS my hand and Notarial seal.

Alice Gary

Alice Gary, Notary Public



65

LIBER 110 PAGE 373

CONTRACT OF SALE

For use only by Members of the Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, made this February 19, 1958 ~~day of~~

19 58, by and between William W. Townshend, Jr., Trustee, by the authority of the Circuit Court for Anne Arundel County in Equity No. 10,799

of the first part, hereinafter called SELLER, and Elizabeth M. Fielding

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: Lots 5 and 6, Block 81 as shown on the Plat of Herald Harbor

At and for the price of Three Thousand Two Hundred Fifty ($3,250.00) Dollars,
of which Three Hundred Twenty-five ($325.00) Dollars
have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows:

Balance payable within 30 days after ratification of contract.

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 E. CARROLL WORTHINGTON, 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,

William E. Knight (SEAL)

Alice Lee Heath (SEAL)

(SEAL)

Wm. W. Townshend, Jr., Trustee (SEAL)

Elizabeth M. Fielding (SEAL)

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1958 FEB-20 PM 2:50

66

Exhibit

ORDER NISI

LIBER 110 PAGE 374

O. JOSEPHINE BAIRD BENNETT, et al

versus

CHRISTOPHER CHARLES BENNETT

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,799 Equity

Ordered, this 20 day of February, 1958, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Trustee,

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 $ 3,250.00

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Judge

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

O. JOSEPHINE BAIRD BENNETT, et al

versus

CHRISTOPHER CHARLES BENNETT

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of April, 1958, 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.

FILED

1958 APR -7 PM 3:35

67

Judge

OF 'E OF

Maryland Gazette

LIBER 110 PAGE 375

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. 10,799 Equity

O. JOSEPHINE BAIRD BENNETT, et al
versus
CHRISTOPHER CHARLES BENNETT

Ordered, this 20th day of February, 1958. That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Trustee, 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 $3,250.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1958

We hereby certify, that the annexed Order Nisi Sale Eq. 10,799 O. Josephine Baird Bennett, vs Christopher Charles Bennett

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

No. M. G. 817

FILED
1958 APR -5 AM 10:47

LIBER 110 PAGE 376

In the Case of

O. Josephine Baird Bennett,
et al
VS.
Christopher Charles Bennett

In the

Circuit Court

For

Anne Arundel County

No. 10,799 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.

Auditor.

FILED
1958 MAY -2 PM 3:25

Dr. in ac.

Olive Prescott Digges and Edward William Digges, Sr., substitue Plaintiffs for O. Josephine Baird Bennett, et al vs. Christopher C. Bennett

To Trustee for Commissions, viz:			127	50
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	101	25		
Malcolm B. Smith - Examiner's fee	10	00		
Shirley Miller - Stenographer's fee	15	00		
Auditor - stating this account	36	00	172	25
To Trustee for Expenses, viz:				
Capital-Gazette Press - order of publication	65	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Safeguard Insurance Co. - bond premium	14	00		
T. Carroll Worthington -appraiser's fee	25	00		
Fred E. Voges - appraiser's fee	25	00		
Wm. W. Townshend and William E. Kirk - fee for legal services (Order 4/22/58)	250	00		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
Alice Gary - notary fee		50	397	35
To Trustee for Taxes, viz:				
State and County taxes paid by purchaser and allowed in settlement:				
1952	29	82		
1953	31	62		
1954	26	23		
1955	37	54		
1956	36	39		
1957	36	73		
1958 - (adjusted to 4/19/58)	12	68	211	01
To Trustee for Fire Insurance Premiums, viz:				
Fire insurance premiums paid by purchaser and allowed in settlement:				
7/17/51 - 7/17/54	76	00		
7/17/54 - 7/17/57	65	00		
7/17/57 - 4/17/58	16	00	157	00
To Olive Prescott Digges and Edward E. Digges, Sr., Executors of O. Josephine Baird Bennett - amounts advanced by deceased as Administratrix of Estate of Christopher C. Bennett, viz:				
Register of Wills - Court costs	24	35		
Maryland Casualty Co. - bond premium	40	00		
Notice to creditors	8	00		
Mrs. Johnson and Mrs. Shaw - appraisers' fees (real estate)	20	00		
Hysong's Funeral Home - funeral expenses	556	00		
Ivy Hull Cemetery - maintenance of lots - 1947 through 1951	35	00		
Cost of death certificate		50	683	85

To Olive Prescott Digges and Edward W. Digges, Sr., Executors of O. Josephine Baird Bennett, and substituted Administrators of Christopher C. Bennett, Sr. claim filed for advances made by them for maintenance and upkeep of real estate:				
Evening Star Newspaper Co. - advertising sale 3/4/51 through 7/6/51	43	25		
1949, 1950 and 1951 State and County taxes on real estate	66	71		
Fire insurance premiums (1951)	22	45		
Clinton and Ray McDonald - clearing leaves from yard	10	00		
Clinton McDonald - placing "for sale" sign on property	6	00		
Daniel Ward - painting cottage	35	00		
Clark-Fontana Paint Co. - paint	21	08		
Henry Boschen - repairs to well	10	00		
David Ward - labor, setting post and repairs to building	10	00		
Henry Boschen - repairs to inside of cottage	68	00		
			292	49
BALANCE FOR DISTRIBUTION - $1,208.55				
Distributed as follows:				
To Olive Prescott Digges, residuary legatee of O. Josephine Baird Bennett - two-thirds $805.70				
Less: direct inheritance tax 8.06	797	64		
To Christopher C. Bennett, son of Christopher C. Bennett, Sr. one-third	402	85		
H. S. Clark, Register of Wills - direct inheritance tax, above	8	06		
			1,208	55
			3,250	00

with

Cr.

William W. Townshend, Jr., Trustee

1958				
Apr.	19	Proceeds of Sale (Contract dated 2/19/58)	3,250 00	3,250 00
				3,250 00

LIBER 110 PAGE 380

ORDER NISI

O. Josephine Baird Bennett,

et al

VERSUS

Christopher Charles Bennett

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,799 Equity.

ORDERED, This 2 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

FILED
1958 MAY -2 PM 3:25

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 apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michael Gorr
Judge

FILED

1958 JUN 10 PM 3:32

LIBER 110 PAGE 381

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. 10,799 Equity

O. Josephine Baird Bennett, et al
versus
Christopher Charles Bennett

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. No. 799

Auditor account

Christopher Charles Bennett

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.

No. M. G. 2313

FILED By H. Tilghman

1958 JUN -4 PM 12: 32

73

LIBER 110 PAGE 382

OTTIE E. GOCHENOUR 3618 Randolph Road Silver Spring, Maryland Complainant VS. J. FRANKLIN SHIREY R.F.D. No. 1 (Lives on U.S.Route No. 1 just south of Bel Air, Maryland) Bel Air, Maryland and PETER MICHAEL SHIREY 1112 Luray Avenue Front Royal Warren County, Virginia and ADDIE FRANCES MEYERHOEFFER Penn Laird Rockingham County, Virginia Respondents	:	NO. 12,003 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

...

BILL OF COMPLAINT
FOR PARTITION AND FOR ADMINISTRATION OF ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Ottie E. Gochenour, by W. Harvey Beardmore, her solicitor, respectfully represents:

1. That a certain Annie M. Shirey, sister of your Complainant, died on January 16, 1954, in the City of Staunton, Augusta County, State of Virginia, seised of the following described interests in real estate in the First Election District, Anne Arundel County, State of Maryland:

A. Lots Nos. 42, 43 and 45, Block "G", according to a plat of Selby-on-the-Bay, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 8, page 14. Being the same property which was conveyed to the decedent by a certain Otis L. Williams, Jr., by deed dated September 30, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 244, folio 484, a certified copy of which is filed herewith as "Complainant's Exhibit No. 1" and prayed to be taken as part hereof.

FILED

1957 JAN 23 PM 2:58

B. Lot No. 34, Block "G", according to the aforesaid plat; being the same property which was conveyed to the decedent by the said Otis L. Williams, Jr., by deed dated December 8, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 275, folio 4, a certified copy of which is filed herewith as "Complainant's Exhibit No. 2" and prayed to be taken as part hereof.

C. An undivided one-half interest in fee simple in Lots Nos. 54, 55 and 56, Block "D", according to the aforesaid plat; being the same property which was conveyed to the decedent by a certain Otis L. Williams, Jr., by deed dated July 30, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 240, folio 423, a certified copy of which is filed herewith as "Complainant's Exhibit No. 3" and prayed to be taken as part hereof. That the said decedent had since conveyed an undivided one-half interest in fee simple in said Lots Nos. 54, 55 and 56, Block "D", to your Complainant by deed dated November 18, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271, folio 379, a certified copy of which is filed herewith as "Complainant's Exhibit No. 4" and prayed to be taken as part hereof.

D. An undivided one-half interest in fee simple in Lot No. 26, Block"R", according to a plat of Selby-on-the-Bay, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 7, page 43; being the same interest which was conveyed to the decedent and to your Complainant as "Tenants by the Entirety" by Otis L. Williams, Jr., and Elizabeth M. Williams, his wife, by deed dated March 8, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 306, folio 77, a certified copy of which is filed herewith as "Complainant's Exhibit No. 5" and prayed to be taken as part hereof.

2. That to the best of your Complainant's information, knowledge and belief, the decedent left no other property, real, mixed or personal, in Anne Arundel County, State of Maryland.

3. That it was the intention of the decedent, as manifested by a paper writing dated March 17, 1952, in the handwriting of the decedent, that the hereinbefore described properties and interests in properties be conveyed to your Complainant as compensation for nursing and other personal services

2

rendered by your Complainant to the decedent prior to her demise.

4. That your Complainant is advised and therefore avers that the said paper writing does not comply with the conveyancing laws of Maryland. That a true photostatic copy of said paper writing is filed herewith as "Complainant's Exhibit No. 6" and prayed to be taken as part hereof.

5. That your Complainant is advised and therefore avers that the failure of the said paper writing of the decedent to convey to her the aforementioned properties and interests in properties results in said properties and interests in properties remaining the properties and interests in properties of the decedent at the time of her demise, the same not having been disposed of by any other means to the information, knowledge or belief of your Complainant.

6. That the decedent died intestate and left surviving her the following heirs, all of whom are parties herein:

A. J. Franklin Shirey, brother.
B. Peter Michael Shirey, brother.
C. Addie Meyerhoeffer, sister.
D. Ottie E. Gochenour, sister, your Complainant.

7. That your Complainant is advised and therefore avers that the aforesaid heirs are tenants in common of the aforementioned properties and interests in properties.

8. That because of the nature of the aforementioned properties, they are not susceptible of partition in kind among the parties hereto without loss or injury to their respective interests therein.

9. That it would be for the best interest and advantage of all the parties that said properties and interests in properties be sold and the proceeds thereof divided among them according to their respective interests.

WHEREFORE, your Complainant prays:

1. That this Honorable Court pass a decree for the sale of the properties and interests in properties herein mentioned, and that the monies arising from such sale be divided among the parties according to their respect- interests and rights.

2. That a trustee or trustees be appointed to make said sale, receive the purchase price and to convey the properties and interests in prop-

erties to the purchaser or purchasers thereof upon ratification of the sale.

3. That this Honorable Court assume jurisdiction over the administration of that portion of the estate of the decedent, hereinbefore mentioned and described, as is situate in Anne Arundel County, State of Maryland.

4. That this Honorable Court, in the passage of its decree for the sale of the herein mentioned properties and interests in properties, order the Trustee or Trustees to give notice to creditors of the decedent for a period of ninety (90) days in accordance with the provisions of Article 93, Section 119 of the Annotated Code of Maryland (1951 Edition, as amended).

5. That your Complainant may have such other and further relief as her cause may require.

MAY IT PLEASE YOUR HONORS to grant unto your Complainant an Order of Personal Service and Publication under the provisions of Section 160, Article 16 of the Annotated Code of Maryland (1951 Edition) directed to Peter Michael Shirey and Addie Meyerhoeffer, two of the Respondents herein, commanding them to be and appear in this Court either in person or by solicitor at some date certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Ottie E. Gochenour.
Ottie E. Gochenour
Complainant

W. Harvey Beardmore
W. Harvey Beardmore
18 West Street
Annapolis, Maryland
Colonial 3-7535

Solicitor for Complainant

(INT. REV. STAMP $1.10) (MD. ST. STAMP 80¢)

THIS DEED, Made this 30th. day of September, in the year one thousand nine hundred and Forty-one, by and between Otis L. Williams, Jr., of Washington, District of Columbia, party of the first part and Annie M. Shirey of Washington, District of Columbia, party of the second part:

WITNESSETH, That in consideration of Ten ($10.00) Dollars, the party of the first part does grant unto the party of the second part, in fee simple all those pieces or parcels of land, in Anne Arundel County described as follows, to wit: all those lots or parcels of ground known as Lots 42, 43 and 45 Block G, in the sub-division of land known as Selby on the Bay, Anne Arundel County, Maryland, according to plat of said sub-division of land filed among the land records of said county in plat book F.S.R. 3 Folio 26.

BEING a part of the same property conveyed to Alvin G. Branham and Otis L. Williams, Jr., by Enoh P. Johnson by deed dated October 24, 1930, recorded among the land records of Anne Arundel County, in Liber F. S. R. 78, Folio 182; and being a part of the same property transferred to the Williams Realty Company, Inc., by Alvin G. Branham, et al, by deed dated October 2, 1935, recorded among the land records, of said county in Liber F. A. M. 145, Folio 301; and being a part of the same property transferred to Otis L. Williams, Jr., party of the first part by the Williams Realty Company, Inc., by deed dated December 14, 1938, filed among the land records of said county in Liber J.H.H. 193, Folio 179.

SUBJECT : nevertheless, to be the covenants and restrictions of record.

TO HAVE AND TO HOLD the above descrobed property unto the said GRANTEE her heirs and assigns, in fee simple.
together with the improvements, rights, privileges and appurtenances to the same belonging

And the said party of the first part covenants that he will warrant specially the property hereby conveyed; and that he will

Examiner's Exhibit No. 1
Freeman v. Shirey, Equity
No. 12,003
John S. Penn, Examiner

Re FILED
1957 JUN 14 AM 11:15

COMPLAINANT'S EXHIBIT NO. 1
FILED 1957 Jan. 23

LIBER 110 PAGE 387

execute such further assurances of said land as may be requisite.

WITNESS my hand and seal the day and year hereinbefore written.

In presence of

J. MERRILL CONNER OTIS L. WILLIAMS,JR. (SEAL)

DISTRICT OF COLUMBIA, TO WIT:

I, J. MERRILL CONNER a Notary Public in and for the District of Columbia, DO HEREBY CERTIFY that Othis L. Williams, Jr., party to a certain Deed, bearing date on the 30th. day of September 1941, and hereto annexed, personally appeared before me in said District the said Otis L. Williams, Jr., being personally well known to me as the person who executed the said Deed, and acknowledged the same to be his act and deed.

GIVEN under my hand and seal this 16 day of October, 1941.

(NOTARIAL SEAL) J. MERRILL CONNER (SEAL)

My commission expires Dec.15/44. NOTARY PUBLIC D. C.

RECORDED - 21st.-Oct-1941-at-1-P.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. 244 Folio 484, one of the Land Record Books, for Anne Arundel County,.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 17th. day of January, 1957.

George T. Cromwell Clerk

George T. Cromwell, Clerk

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LIBER 110 PAGE 388

Int. Rev. Stamp $.55 - Md. State Stamp $.50

THIS DEED, made this 8th day of December, in the year one thousand nine hundred and Forty-Two, by and between Otis L. Williams, Jr., unmarried, of Washington, District of Columbia, party of the first part, and Annie M. Shirey, of Washington, District of Columbia, party of the second part:

WITNESSETH, That in consideration of Ten ($10.00) Dollars, the party of the first part does grant unto the party of the second part, in fee simple all that piece or parcel of land, in Anne Arundel County, Md., described as follows, to wit: All that lot or parcel of ground known as Lot 34, Block G, in the sub-division of land known as Selby on the Bay, Anne Arundel County, Maryland, according to plat of said sub-division of land filed among the land records of said county, in plat book F.S.R. 3 folio 26.

BEING a part of the same property conveyed to Alvin G.Branham and Otis L.Williams, Jr., by Enoch P.Johnson, by deed dated October 24, 1930, recorded among the land records of Anne Arundel County, in Liber F.S.R. 78, folio 182; and being part of the same property transferred to the Williams Realty Company, Inc., by Alvin G.Branham,et al, by deed dated October 2, 1935, recorded among the land records of said county in Liber F.A.M. 145 folio 301; and being a part of the same property transferred to Otis L.Williams, Jr., party of the first part, by the Williams Realty Company, Inc., by deed dated December 14, 1938, filed among the land records of said county in Liber J.H.H. 193 folio 179.

SUBJECT: nevertheless, to the covenants and restrictions of record.

TO HAVE AND TO HOLD the above described property unto the said GRANTEE her heirs and assigns, in fee simple.

together with the improvements, rights, privileges and appurtenances to the same belonging

Commissioners Exhibit No 2
Jackson v. Shirey, Equity No 12,003
John S. Rome L. Exam

Re FILED
1957 JUN 14 AM 11:16

COMPLAINANT'S EXHIBIT NO. 2

FILED 1957 Jan. 23

AND the said party of the first part covenants that he will warrant specially the property hereby conveyed; and that he will execute such further assurances of said land as may be requisite.

WITNESS my hand and seal the day and year hereinbefore written.

In the presence of

EUGENE X. MURPHY

OTIS L. WILLIAMS, JR. (SEAL)

DISTRICT OF COLUMBIA, TO WIT:

I, EUGENE X. MURPHY, a Notary Public, in and for the District of Columbia, DO HEREBY CERTIFY that Otis L.Williams, Jr., party to a certain Deed, bearing date on the 8th day of December, 1942, and hereto annexed, personally appeared before me, in said District the said Otis L. Williams, Jr., being personally well known to me as the person who executed the said Deed, and acknowledged the same to be his act and deed.

GIVEN under my hand and seal this 11th day of December,1942.

(NOTARIAL SEAL) EUGENE X. MURPHY (SEAL)

My commission expires Oct.31, 1945.

Recorded 12th December, 1942 at 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 275, folio 4, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 18th day of January, A.D., 1957.

George T. Cromwell

George T.Cromwell, Clerk

8

(INT. REV. STAMP $1.10) (MD. ST. STAMP $1.00)

THIS DEED Made this 30th. day of July in the year one thousand nine hundred and Forty-One, by and between Otis L. Williams, Jr., unmarried of Washington, District of Columbia party of the first part, and Annie M. Shirey, of Washington, District of Columbia, party of the second part:

WITNESSETH, That in consideration of Ten($10.00) Dollars, the party of the first part does grant unto the party of the second part in fee simple all those pieces or parcels of land, in Anne Arundel County, Md., described as follows, to wit: All those parcels of ground known as Lots 54, 55 and 56 Block D, in the sub-division of land known as Selby on the Bay, Anne Arundel County, Maryland, according to plat of said sub-division of land filed among the land records of said county in plat book F.S.R. 3 Folio 26.

Being a part of the same property conveyed to Alvin G. Branham and Otis L. Williams, Jr., by Enoch P. Johnson by deed dated October, 24, 1930, recorded amomg the land records of Anne Arundel County, in Liber F.S. R. 78 Folio 182; and being a part of the same property transferred to the Williams Realty Company, Inc., by Alvin G. Branham, et al, by deed dated October 2, 1935, recorded among the Land Records of said county in Liber F.A.M. 145, Folio 301; and being a part of the same property transferred to Otis L. Williams, Jr., party of the first part by the Williams Realty Company, Inc., by deed dated December 14, 1938, filed among the land records of said county in Liber J.H.H. 193, Folio 179.

SUBJECT: Nevertheless, to the Covenants and restrictions of record.

TO HAVE AND TO HOLD the above described property unto the said GRANTEE her heirs and assigns, in fee simple.

together with the improvements, rights, privileges, and appurtenances to the same belonging.

Examiner's Exhibit No 3
Stephenson v. Shirey, Equity No 12,003
John S. Rowe Jr. Examiner

Re FILED
1957 JUN 14 AM 11:16

COMPLAINANT'S EXHIBIT NO 3

9

FILED 1957 Jan. 23

AND The said party of the first part convenants that he will warrant specially the property hereby conveyed: and that he will execute such further assurances of said land as may be requisite.

WITNESS my hand and seal the day and year hereinbefore written.

In presence of

BARNETTE HOLLAND OTIS L. WILLIAMS,JR. (SEAL)

DISTRICT OF COLUMBIA, TO WIT:

I, EUGENE X. MURPHY a Notary Public in and for the District of Columbia, DO HEREBY CERTIFY that Otis L. Williams, Jr., party to a certain Deed, bearing date on the 30th. day of July 1941, and hereto annexed, personally appeared before me in said District the said Otis L. Williams, Jr., being personally well known to me as the person who executed the said Deed and acknowledged the same tobe his act and deed.

GIVEN under my hand and seal this 30th. day of July 1941.

(NOTARIAL SEAL) EUGENE X. MURPHY (SEAL)

My Commission Expires Oct. 31, 1945

Recorded-30th-July-1941-at 2:40-P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H.240 Folio 423, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 17th. day of January 1957.

George T. Cromwell, Clerk.

George T. Cromwell, Clerk

LIBER 110 PAGE 392

(INT. REV. STAMP 55¢) (Md. St. Stamp 50¢)

THIS DEED, Made this 18th. day of November, in the year one thousand nine hundred and Forty-Two, by and between Annie M. Shirey, of Washington, District of Columbia, party of the first part, and Ottie E. Gochenour, of Staunton, State of Virginia, party of the second part:

WITNESSETH, That in consideration of Ten ($10.00) Dollars, the party of the first part does grant unto the party of the second part, in fee simple One-half undivided interest in all those pieces or parcels of land, in Anne Arundel County, Md., described as follows, to wit:

All those parcels of ground known as lots 54, 55 and 56 Block D, in the subdivision of land known as Selby on the Bay, Anne Arundel County, Maryland, according to plat of said sub-division of land filed among the land records of said County in plat book F.S.R. 3 Folio 26.

BEING a part of the same property conveyed to Alvin H. Branham and Otis L. Williams, Jr., by Enoch P. Johnson by deed dated October 24, 1930, recorded among the land records of Anne Arundel County, in Liber F.S.R. 78 Folio 182; and being a part of the same property transferred to the Williams Realty Company, Inc., by Alvin G. Branham, et al, by deed dated October 2, 1935, recorded among the land records of said County in Liber F.A.M. 145, Folio 301; and being a part of the same property transferred to Otis L. Williams, by deed dated December 14, 1938, filed among the land records of said county in Liber J.H.H. 193 Folio 179. And being the same property conveyed to the parties of the first part from Otis L. Williams, Jr., by deed dated July 30, 1941, and recorded in Liber No. J.H.H. 240, Folio 423.

SUBJECT: nevertheless, to the covenants and restrictions ofrecord.

Examiner's Exhibit No 4
Gochenour v. Shirey, Equity No 12,003
John S. Rowe Jr. Examiner

Re FILED
1957 JUN 14 AM 11:16

COMPLAINANT'S EXHIBIT NO. 4

FILED 1957 Jan. 23

TO HAVE AND TO HOLD the above described property unto the said GRANTEE her heirs and assigns, in fee simple.

together with the improvements, rights, privileges, and appurtenances to the same belonging.

AND the said party of the first part covenants that she will warrant specially the property hereby conveyed; and that she will execute such further assurances of said land as may be requisite.

WITNESS my hand and seal the day and year hereinbefore written.

In presence of

M.J. WHITTEMORE, Jr. ANNIE M. SHIREY, (SEAL)

District of Columbia, to wit:

I, Maurice J. Whittemore, Jr., a Notary Public in and for the District of Columbia, DO HEREBY CERTIFY that Annie M. Shirey party to a certain Deed, bearing date on the 18th. day of November 1942, and hereto annexed, personally appeared before me in said District the said Annie M. Shirey being personally well known to me as the person who executed the said Deed, and acknowledged the smae to be her act and deed.

GIVEN under my hand and seal this 18th. day of November, 1942.

(NOTARIAL SEAL) MAURICE J. WHITTEMORE, JR. SEAL

Notary Seal

Recorded-25th.-Nov-1942-at-2:45-P.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. 271 Folio 379, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 17th. day of January 1957.

George T. Cromwell, Clerk

George T. Cromwell, Clerk

12

(INT. REV. STAMPS 55¢) (MD. STATE STAMPS 30¢)

THIS DEED, made this 8th day of March in the year one thousand nine hundred and Forty-four, by and between Otis L. Williams, Jr., and Elizabeth M. Williams, his wife, of Washington, District of Columbia parties of the first part, and Anna M. Shirey and Ottie E. Gochenour, of Washington, District of Columbia, Tenants by the Entirety parties of the second part:

WITNESSETH, That in consideration of Ten ($10.00) Dollars, the parties of the first part do grant unto the parties of the second part, in fee simple, all that piece or parcel of land, in Anne Arundel County, Md. described as follows, to wit: All that lot or parcel of ground known as Lot 26, Block R, in the sub-division of land known as Selby on the Bay, Anne Arundel County, Maryland, according to plat of said sub-division of land filed among the land records of said county in plat book F.S.R.3, folio 5.

BEING a part of the same property conveyed to Alvin G.Branham and Otis L.Williams, Jr., by Enoch P.Johnson by deed dated October 24, 1930, recorded among the land records of Anne Arundel County in Liber F.S.R. 78, folio 182; and being a part of the same property transferred to the Williams Realty Company, Inc., by Alvin G. Branham, et al, by deed dated October 2, 1935, recorded among the land records of said county in Liber F.A.M. 145 folio 301; and being a part of the same property transferred to Otis L.Williams, Jr., one of the parties of the first part by the Williams Realty Company, Inc., by deed dated December 14, 1938, filed among the land records of said county in Liber J.H.H. 193 folio 179.

SUBJECT:nevertheless,to the covenants and restrictions of record.

TO HAVE AND TO HOLD the above described property unto the said GRANTEES, as tenants by the entireties, their heirs and assigns, in fee simple.

together with the improvements, rights, privileges, and appurtenances to the same belonging

Examiner's Exhibit No 5
Gochenour v. Shirey, Equity No 12,003
John S. Rowe Jr. Examiner

Re FILED
1957 JUN 14 AM 11:16 COMPLAINANT'S EXHIBIT NO. 5

13 FILED 1957 Jan 23

AND the said parties of the first part covenant that they will warrant specially the property hereby conveyed: and that they will execute such further assurances of said land as may be requisite.

WITNESS their hands and seals the day and year hereinbefore written.

In presence of:

ADRIANNE VERNON

ADRIANNE VERNON

OTIS L. WILLIAMS, JR. (SEAL)

ELIZABETH M. WILLIAMS (SEAL)

DISTRICT OF COLUMBIA, TO WIT:

I, Adrianne Vernon a Notary Public in and for the District of Columbia, DO HEREBY CERTIFY, that Otis L.Williams, Jr., and Elizabeth M.Williams, his wife, parties to a certain Deed, bearing Date on the 8th day of March, 1944, and hereto annexed, personally appeared before me, in said District the said Otis L.Williams, Jr. and Elizabeth M.Williams, his wife, being personally well known to me as the persons who executed the said Deed, and acknowledged the same to be their act and deed.

GIVEN under my hand and seal this 5th day of April 1944.

(NOTARIAL SEAL) ADRIANNE VERNON (SEAL)

my commission expires January 19, 1948.

Recorded April 6, 1944 at 12:15 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing Deed was truly taken and copied from Liber J.H.H. NO.306 folio 77, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 18th day of January, A.D. 1957.

George T. Cromwell

George T.Cromwell, Clerk

Staunton Virginia

LIBER 110 PAGE 396

March 17 – 1952

I hereby give to my sister, Mrs Cellie Gockenfur, – my sister, the lots at Selby on the Bay – Md – my six lots and the 4 lots – we each own half I give to her in full possession, in deep appreciation for the the loving and faithful care during my illness, beginning February 22-1952

Annie M. Shirey –

March 17 – 1952

COMPLAINANT'S EXHIBIT NO. 6.

15

FILED 1959 Jan 23

LIBER 110 PAGE 397

OTTIE E. GOCHENOUR	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
J. FRANKLIN SHIREY, et al	:	ANNE ARUNDEL COUNTY
	:	No. 12,003 Equity

.....

ORDER FOR PUBLICATION

(FOR PERSONAL SERVICE)

The object of this Bill of Complaint is to partition certain jointly held properties and interests in properties, located in Anne Arundel County, or the proceeds of the sale thereof, amongst the parties, and to have the Court administer so much of the estate of Annie M. Shirey, deceased, as is located in Anne Arundel County, State of Maryland.

The Bill recites that a certain Annie M. Shirey, sister to the complainant, died January 16, 1954, in Staunton, Virginia, seised of the following interests in realty located in Anne Arundel County: 1. Lots 42, 43 and 45, Block G, Selby on the Bay; 2. Lot 34, Block G, Selby on the Bay; 3. An undivided one-half interest in fee simple in Lots 54, 55 and 56, Block D, Selby on the Bay; 4. An undivided one-half interest in fee simple in Lot 26, Block R, Selby on the Bay; that no other real, mixed or personal property was left in Anne Arundel County; that the decedent manifested intention by a paper writing dated March 17, 1952, to convey the above interests and properties to the complainant as compensation for nursing and other personal services rendered by the complainant to the decedent prior to her death; that said paper writing does not comply with the conveyancing laws of Maryland and therefore the properties were still vested in the said Annie M. Shirey at the time of her death, the same not having been otherwise disposed; that the decedent's heirs are the parties hereto; that said heirs are tenants in common of the said interests and properties; that said interests and properties are not susceptible to partition in kind without loss or injury to the parties'

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respective interests therein; and that it would be to the best interest and advantage of all parties to have the interests and properties sold and proceeds thereof divided among the parties according to their respective interests and rights.

IT IS THEREUPON this 28 day of January, 1957, by the Circuit Court for Anne Arundel County, ORDERED that the complainant, by causing a copy of this order to be served on PETER MICHAEL and ADDIE MEYERHOEFFER, two of the respondents herein, give them notice of the object and substance of this bill of complaint and warn them to be and appear in this Court in person or by solicitor, within thirty (30) days after this order of publication is served on them, to show cause, if any they have, why a decree should not be passed as prayed.

George T. Cromwell, Clerk

LIBER 1110 PAGE 399

OTTIE E. GOCHENOUR	:	NO. 12,003 EQUITY
Complainant	:	IN CIRCUIT COURT
vs	:	FOR
J. FRANKLIN SHIREY, et al	:	ANNE ARUNDEL COUNTY
Respondents	:	

; ; : : : : : : : : : : : : : :

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of J. Franklin Shirey, Respondent, by McNabb and Clark, his attorneys, to the Bill of Complaint filed herein, comes and says:

I

That he admits the allegations contained in paragraphs No.s 1, 5, 6, 7, 8, and 9 of said Bill of Complaint.

II

That he is unable to answer paragraphs No.s 2, 3, and 4 of said Bill of Complaint, because he has no knowledge of the matters and things therein set forth.

AND having fully answered said Bill of Complaint, this respondent prays that he may be hence dismissed with his proper costs.

AND as in duty bound, etc.

McNABB and CLARK,
BY D. Paul McNabb
Attorneys

D. Paul McNabb
Bel Air, Maryland
Phone: Bel Air-21

J. Franklin Shirey
J. Franklin Shirey
Respondent

I HEREBY CERTIFY that a copy of this answer was mailed to the office of W. Harvey Beardmore, Attorney for the Complainant, this 15 day of March, 1957.

D. Paul McNabb

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LIBER 110 PAGE 400

OTTIE E. GOCHENOUR

Complainant

vs.

J. FRANKLIN SHIREY, et al

Respondents

No. 12,003 ~~DIVORCE~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendants, Peter Michael Shirey and Addie Frances Meyerhoeffer, after Order of Publication duly ~~published~~ (or served), (~~having been duly summoned~~) having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication, (~~or Writ of Summons~~)

It is thereupon this 22d day of March 1957 by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendants.

And it is further ordered that leave is hereby granted to the ~~Plaintiff~~ Parties to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill, upon giving due notice to the defendants of the time and place of taking testimony.

Benjamin Michaelson

Judge

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LIBER 110 PAGE 401

OTTIE E. GOCHENOUR,	:	IN
Complainant	:	THE CIRCUIT COURT
vs.	:	FOR
J. FRANKLIN SHIREY and PETER MICHAEL SHIREY and ADDIE FRANCES MEYERHOEFFER	:	ANNE ARUNDEL COUNTY
Respondents	:	NO. 12,003 EQUITY

::::::::

TESTIMONY ON BEHALF OF COMPLAINANT

April 26, 1957

Present:

Mr. W. Harvey Beardmore, Solicitor for Plaintiff

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Ottie E. Gochenour, pages 2 - 5.

Harry Shenk, pages 6 - 9.

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(CERTIFIED COPY OF DEED DATED 30th day of SEPTEMBER, 1941, BETWEEN OTIS L. WILLIAMS, JR., AND ANNIE M. SHIREY; FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

(CERTIFIED COPY OF DEED DATED 8th day of DECEMBER, 1942, BETWEEN OTIS L. WILLIAMS, JR., AND ANNIE M. SHIREY; FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

(CERTIFIED COPY OF DEED DATED 30th day of JULY, 1941, BETWEEN OTIS L. WILLIAMS, JR., AND ANNIE M. SHIREY; FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

(CERTIFIED COPY OF DEED DATED 18th day of NOVEMBER, 1942, between ANNIE M. SHIREY AND OTTIE E. GOCHENOUR; FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)

(CERTIFIED COPY OF DEED DATED 8th day of MARCH, 1944, BETWEEN OTIS L. WILLIAMS, JR., AND ELIZABETH M. WILLIAMS, his wife, AND ANNA M. SHIREY AND OTTIE E. GOCHENOUR; FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.5)

(COPY OF NOTICE TO TAKE TESTIMONY DATED APRIL 8, 1957, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.6)

(COPY OF NOTICE TO TAKE TESTIMONY DATED April 8, 1957, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.7)

(COPY OF NOTICE TO TAKE TESTIMONY DATED April 8, 1957, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.8)

Ottie E. Gochenour, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Beardmore)

1. Give your full name, please.

A. Ottie E. Gochenour.

2. What is your address?

A. 3618 Randolph Road, Silver Spring, Maryland.

3. You are the complainant in this case?

A. Yes sir.

4. Were you ever related to a certain Annie M. Shirey?

A. Yes sir.

5. What was that relationship?

A. Sister.

6. Is the said Annie M. Shirey still living?

A. No sir.

7. When did she die?

A. January 16, 1954.

(CERTIFIED COPY OF DEATH CERTIFICATE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.9)

8. Where was she living at the time of her death?

A. Staunton, Virginia.

9. State whether or not that was her residence at the time of her death?

A. Yes.

10. Was Miss Shirey ever a resident of Maryland?

A. District of Columbia.

11. She was never a resident of Maryland?

A. No sir.

12. Will you state whether or not Miss Shirey ever owned any property in Maryland?

A. Yes, Selby-On-The-Bay.

13. Did she own this property at the time of her death?

A. Yes sir.

14. Will you state whether or not, to your knowledge, she owned any other property, real, mixed or personal in Anne Arundel County, State of Maryland?

A. No sir, she did not.

15. Will you state whether or not you own any interest in these lots at Selby-on-the-Bay?

A. Yes sir, I do.

16. Tell the Court what that interest is, and in what lot that interest lies?

A. I have a one-half interest in Lot 26, Block R.

17. Do you have any other interest in any other lots at Selby-on-the-Bay?

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A. I have a one-half interest in Lots 54, 55, and 56, Block D.

18. Will you state whether or not, in your opinion, these lots can be divided in kind?

A. No sir, I think not.

19. Why not?

A. They are located in different parts of the developement.

20. Will you state who the heirs at law are surviving Annie M. Shirey?

A. Two sisters and two brothers.

21. What are their names?

A. Addie Meyerhoeffer, sister; J. Franklin Shirey, brother; Peter Michael Shirey, brother; and myself.

22. Was Miss Shirey married at the time of her death?

A. No sir.

23. Had she ever been married?

A. No sir.

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 Ozo .....

Signature Ottie Gochorrow .....

Harry Shenk, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Beardmore)

1. Give your name and address.

A. Harry Shenk, real estate office, 5505 Georgia Avenue, Washington, D.C.; also a beach office at Selby-on-the-Bay, Route 214, Edgewater, Maryland.

2. What is your profession?

A. Real estate broker.

3. How long have you been engaged in that profession?

A. Since December 1939.

4. Have you been engaged continuously in that occupation since 1939?

A. Yes.

5. State whether or not you have ever sold any lots in a development known as Selby-on-the-Bay, located in Anne Arundel County, Maryland.

A. Yes, quite a few.

6. How recently?

A. A few of them within the last two months, five or six of them.

7. Are you familiar with the market value of the lots down at Selby-on-the-Bay?

A. Yes, quite well.

8. State whether or not you have inspected the following lots at Selby-on-the-Bay: Lots 42, 43, and 45 of Block G; Lot 34, Block G; Lots 54, 55, 56, Block D; and Lot 26 of Block R?

A. Yes, I have.

9. Will you state whether or not these lots are adjacent to one another in that development?

A. Some are adjoining and others are across the street. They are not all adjoining, just a few are.

10. Bearing in mind that four parties have an interest in these

lots; and bearing in mind the nature of the lots, the space between them in the development; will you state whether or not, in your opinion, these lots can be divided in kind without loss or injury to the parties involved?

A. It would not be advantageous to do that?

11. Why not?

A. For the simple reason some of the lots are separated and the different values of the lots would make it difficult.

12. What, in your opinion, is the fair market value of each of these lots, considering each one separately as follows: Lot 42, Block G?

A. Two Hundred Fifty Dollars ($250.00).

13. Lot 43, Block G?

A. Two Hundred Fifty Dollars ($250.00).

14. Lot 45, Block G?

A. Two Hundred Fifty Dollars ($250.00).

15. Lot 34, Block G?

A. Two Hundred Fifty Dollars ($250.00).

16. Lot 54, Block D?

A. Two Hundred Fifty Dollars ($250.00).

17. Lot 55, Block D?

A. Two Hundred Fifty Dollars ($250.00).

18. Lot 56, Block D?

A. Two Hundred Fifty Dollars ($250.00).

19. Lot 26, Block R?

A. Five Hundred Dollars ($500.00).

20. In the event that these lots are sold in one package at the same time and to the same person or persons, would your estimate of the properties differ?

A. Possibly by selling all of them in one group it may bring a little less.

21. How much less?

A. It's hard to determine, roughly about 20 or 25 % of the total. One party wouldn't have the use for the entire

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group unless he bought them for re-sale and he would have to make a profit in it.

22. These, of course, are all unimproved lots?

A. Correct.

23. Producing no income at the present time that you know of?

A. That's right.

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.....N.O.....

Signature.....Harry Shenk.....

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in her 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 14th day of June, 1957.

John G. Rouse, Jr., Examiner (SEAL)

J.R. $10.00 Pd

I.H. $8.00 Pd.

April 8, 1957

D. Paul McNabb, Esquire
Bel Air, Maryland

Re: Gochenour vs.
Shirey

Dear Mr. McNabb:

A hearing in the above matter to take testimony on the proceedings for Partition has been scheduled before John G. Rouse, Jr., Court Examiner, on Friday, April 26, 1957, at 9:30 a.m. in the office of the Court Stenographer, Court House, Annapolis, Maryland.

Under our court rules, we are required to notify all parties or their counsel of record of the time and place of such hearing.

Very truly yours,

W. Harvey Beardmore

WHB:SLM

Examiner's Exhibit No 6
Gochenour v. Shirey, Equity No 12,003
John S. Rouse Jr. Exam

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LIBER 110 PAGE 412

April 8, 1957

Mr. Peter Michael Shirey
1112 Luray Avenue
Front Royal, Virginia

Re: Gochenour vs. Shirey
No. 12,003 Equity in
the Circuit Court for
Anne Arundel County

Dear Mr. Shirey:

You are hereby notified that a hearing in the above matter has been scheduled before John G. Rouse, Jr., Court Examiner, on Friday, April 26, 1957, at 9:30 a.m.

Very truly yours,

W. Harvey Beardmore
of counsel for Ottie E.
Gochenour

WHB:SLM

Examiner's Exhibit No. 7
Gochenour v. Shirey, Equity No 12,003
John S. Rouse, Jr. Examiner

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April 8, 1957

Mrs. Addie Frances Meyerhoeffer
Penn Laird
Rockingham County, Virginia

Dear Mrs. Meyerhoeffer:

Re: Gochenour vs. Shirey
No. 12,003 Equity in
the Circuit Court for
Anne Arundel County

You are hereby notified that a hearing in the above matter has been scheduled before John G. Rouse, Jr., Court Examiner, on Friday, April 26, 1957, at 9:30 a.m.

Very truly yours,

E. Harvey Beardmore
of counsel for Ottie E.
Gochenour

GHB:SLM

Examiner's Exhibit No 8
Gochenour v. Shirey, Equity No 12,003
John S. Rouse Examiner

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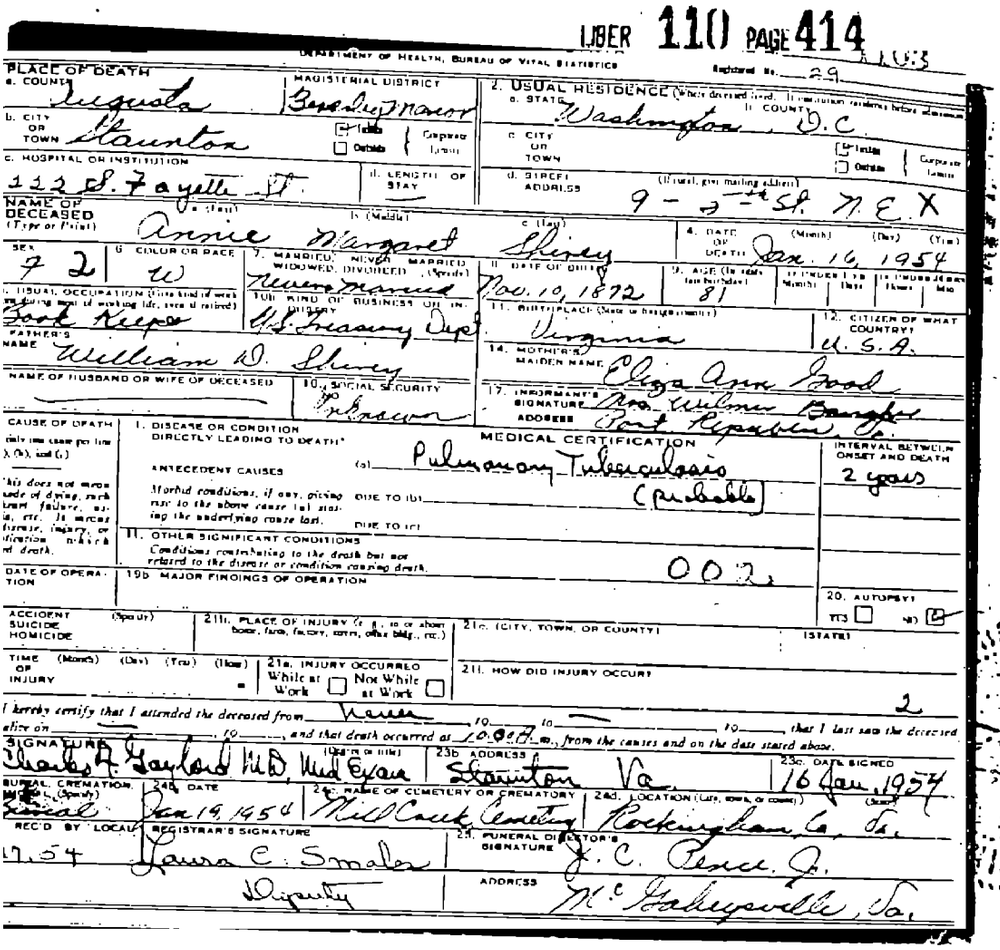
LIBER 110 PAGE 414



DEPARTMENT OF HEALTH, BUREAU OF VITAL STATISTICS

Registered No. 29

PLACE OF DEATH
a. COUNTY: Augusta
MAGISTERIAL DISTRICT: Beverley Manor
b. CITY OR TOWN: Staunton
c. HOSPITAL OR INSTITUTION: 122 S. Fayette St.
d. LENGTH OF STAY:

2. USUAL RESIDENCE (Where deceased lived. If institution residents before admission)
a. STATE: Washington, D.C.
b. COUNTY:
c. CITY OR TOWN:
d. STREET ADDRESS (If rural, give mailing address): 9 - 3rd St. N.E. X

NAME OF DECEASED (Type or Print): a. (First) Annie b. (Middle) Margaret c. (Last) Shirey

4. DATE OF DEATH (Month) (Day) (Year): Jan. 16, 1954

SEX: F 2
6. COLOR OR RACE: W
7. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Never Married
8. DATE OF BIRTH: Nov. 10, 1872
9. AGE (In years last birthday): 81
10. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Book Keeper
10b. KIND OF BUSINESS OR INDUSTRY: U.S. Treasury Dept.
11. BIRTHPLACE (State or foreign country): Virginia
12. CITIZEN OF WHAT COUNTRY: U.S.A.
FATHER'S NAME: William D. Shirey
14. MOTHER'S MAIDEN NAME: Eliza Ann Good
NAME OF HUSBAND OR WIFE OF DECEASED:
10. SOCIAL SECURITY NO.: Unknown
17. INFORMANT'S SIGNATURE: Mrs. Wilmer Bangher
ADDRESS: Port Republic, Va.

CAUSE OF DEATH (Only one cause per line (a), (b), and (c)) — This does not mean mode of dying, such heart failure, uremia, etc. It means disease, injury, or complication which caused death.

I. DISEASE OR CONDITION DIRECTLY LEADING TO DEATH*
ANTECEDENT CAUSES — Morbid conditions, if any, giving rise to the above cause (a) stating the underlying cause last.
MEDICAL CERTIFICATION
(a) Pulmonary Tuberculosis (probable)
DUE TO (b)
DUE TO (c)
INTERVAL BETWEEN ONSET AND DEATH: 2 years

II. OTHER SIGNIFICANT CONDITIONS — Conditions contributing to the death but not related to the disease or condition causing death.
002

DATE OF OPERATION
19b. MAJOR FINDINGS OF OPERATION
20. AUTOPSY: YES ☐ NO ☒

ACCIDENT SUICIDE HOMICIDE (Specify)
21b. PLACE OF INJURY (e.g., in or about home, farm, factory, street, office bldg., etc.)
21c. (CITY, TOWN, OR COUNTY) (STATE)
TIME OF INJURY (Month) (Day) (Year) (Hour)
21a. INJURY OCCURRED While at Work ☐ Not While at Work ☐
21b. HOW DID INJURY OCCUR?

I hereby certify that I attended the deceased from Never to — to — to — that I last saw the deceased alive on — to — and that death occurred at 10:00 A.M., from the causes and on the date stated above.

SIGNATURE: Charles A. Gaylord M.D. Med Exam (Degree or title)
23b. ADDRESS: Staunton Va.
23c. DATE SIGNED: 16 Jan. 1954

BURIAL, CREMATION, MOVE (Specify): Burial
24b. DATE: Jan 19, 1954
24c. NAME OF CEMETERY OR CREMATORY: Mill Creek Cemetery
24d. LOCATION (City, town, or county) (State): Rockingham Co. Va.

REC'D BY LOCAL: 17.54
REGISTRAR'S SIGNATURE: Laura C. Smales Deputy
25. FUNERAL DIRECTOR'S SIGNATURE: J. C. Pence, Jr.
ADDRESS: McGaheysville, Va.

I hereby certify that the above is a true and correct reproduction of the original certificate on file in the Bureau of Vital Statistics, Virginia Department of Health, Richmond, Virginia.

Estelle Marks
Estelle Marks, State Registrar

APR 18 1957

Examiner's Exhibit No. 9

Gochenour vs Shirey, Equity No. 12,003

John G. Rouse, Jr. Examiner

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LIBER 110 PAGE 415

OTTIE E. GOCHENOUR,	:	
Complainant,	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
J. FRANKLIN SHIREY, et al,	:	ANNE ARUNDEL COUNTY
Respondents.	:	No. 12,003 Equity
	:	

- - - - - - - - - - -

DECREE FOR ASSUMPTION OF JURISDICTION OVER DECEDENT'S ESTATE, FOR APPOINTMENT OF TRUSTEE TO ADMINISTER SAID ESTATE, AND FOR SALE OF REAL ESTATE

- - - - - - - - - - -

This cause standing ready for hearing, and having been submitted, was read and considered by the Court:

IT IS THEREUPON, this 3d day of July, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED as follows:

- 1 -

That this Court hereby assumes jurisdiction over so much of the real property of the late Annie M. Shirey, deceased, as is located in Anne Arundel County, State of Maryland.

- 2 -

That said real estate of Annie M. Shirey be administered in accordance with the provisions of Section 119, Article 93, Annotated Code of Maryland (1951 Edition, as amended) and that W. Harvey Beardmore be, and he is hereby, appointed Trustee to administer the estate as aforesaid and said Trustee shall forthwith give notice to the creditors of the decedent, by publishing same in some daily newspaper published in Anne Arundel County, State of Maryland, once each week for four (4) consecutive weeks. The said notice shall further provide that the final date for filing claims of the creditors of the decedent shall be ninety

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ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

(90) days from the date of the first insertion thereof.

- 3 -

That the Trustee shall file with this Court, under affidavit, a report of the fact that notice to creditors, as aforesaid, has been given.

- 4 -

That the Trustee shall make sale of the real estate described in these proceedings, for the purpose of partition among the parties.

- 5 -

That the Trustee shall make said sale in the manner following: He shall give at least three (3) weeks notice by advertisement inserted in some daily newspaper published in Anne Arundel County, State of Maryland, and such other notice as he may deem proper, of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of ten per cent (10%) to be paid in cash on the day of sale, deferred payments to bear interest at the rate of six per cent (6%) per annum from the day of sale; or at a private sale, at a price not less than the highest appraised value, 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 the same, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on the ratification of such sale by the Court and on the 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 of said property, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims on the property hereto, of the Complainant and the Respondents, and those claiming by, from or under them or any 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 costs of this suit and such commissions to the said Trustee as this Court shall deem proper to allow in consideration

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ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

That before the said Trustee shall enter into the trust hereby reposed in him, he shall first file with the Clerk of this Court a bond payable to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court in the penalty sum of $ 2500.00 conditioned upon 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.

Benjamin Michaelson
Judge

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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1957 JUL -5 PM 12:23

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LIBER 110 PAGE 418

OTTIE E. GOCHENOUR 3618 Randolph Road Silver Spring, Maryland	*	NO. 12,003 EQUITY
Complainant	*	IN THE
VS.	*	CIRCUIT COURT
J. FRANKLIN SHIREY R.F.D. No. 1 (Lives on U. S. Route No. 1 just south of Bel Air, Maryland) Bel Air, Maryland	*	FOR ANNE ARUNDEL COUNTY
and	*	
PETER MICHAEL SHIREY 1112 Luray Avenue Front Royal Warren County, Virginia	*	
and	*	
ADDIE FRANCES MEYERHOEFFER Penn Laird Rockingham County, Virginia	*	
Respondents	*	

* * * * * * * * *

ORDER OF PUBLICATION

The object of the Petition of Ottie E. Gochenour filed in the above entitled cause is to have the Circuit Court for Anne Arundel County, State of Maryland, direct the Auditor, in stating the accounts of the administration of the estate of Annie M. Shirey, deceased, and the partition of so much of the real estate of said deceased as is located in Anne Arundel County among her heirs, to allow the claim for services of Ottie E. Gochenour rendered the deceased, prior to her death, in the amount of $4,508.00, in accordance with its legal priority.

The Petition to Allow Claim recites that the Circuit Court for Anne Arundel County, State of Maryland, by order dated July 3, 1957, assumed jurisdiction over the administration of so much of the real estate of Annie M. Shirey, deceased, as is located in Anne Arundel County, State of Maryland; that said order appointed W. Harvey Beardmore as Trustee to administer said estate; that said Trustee has

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ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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qualified therefor; that the Petitioner, Ottie E. Gochenour, prior to her recent retirement, was engaged in the profession of practical nursing at Staunton, Virginia; that on or about the 22nd day of February, 1952, while practicing her profession, she was asked by her sister, the late Annie M. Shirey, deceased, who was then ill, to render nursing and other personal services to her; that pursuant thereto, the petitioner forwent her then employment, removed her sister from Washington, D. C., (where her sister was then living) to the petitioner's home in Staunton, Virginia, and entered into the performance of said nursing and other personal services for her said sister; that at the commencement of said services her sister was extremely emaciated and suffering from malnutrition, although she was fully possessed of her mental facilities; that the petitioner thereupon prepared the meals and special diets, procured and administered medicines, cleaned and washed her sister, followed the directions of attending physicians, adhered to the patient's wants and demands, kept bedside vigils, and, in general, pursued all the duties of her profession, all to her great financial detriment; that the petitioner, during the last 14 months of the life of the deceased, was forced to keep almost a 24 hour vigil on the deceased and was further required to nurture the patient by "spoon-feeding;" that the deceased, knowing that the petitioner was a practical nurse, and knowing that the petitioner had foregone other employment at the request of the deceased to care for the latter, agreed to compensate the petitioner by giving her all of the deceased's lots and interests in lots at Selby-on-the-Bay, First Election District, Anne Arundel County; that said properties and interests are set forth in the Bill of Complaint filed in this cause; that said agreement for compensation is manifested by a paper writing dated March 17, 1952, and is filed as "Complainant's Exhibit No. 6" with the Bill of Complaint in this cause; that the petitioner is advised that said paper writing does not comply with the conveyancing laws of Maryland; that as a result the petitioner has not been compensated for her nursing and

personal services as aforesaid; that the reasonable value of the petitioner's services during the 22 month period that she performed said services, is $49.00 per week; that since the petitioner was engaged in such services for 92 weeks, she is entitled to $4,508.00; that the petitioner has not received any part of the money stated to be due, or any security or satisfaction for same.

IT IS THEREUPON, this 3rd day of October, 1957, by the Circuit Court for Anne Arundel County, State of Maryland, ORDERED that the petitioner, by causing a copy of this order to be served on PETER MICHAEL SHIREY and ADDIE MEYERHOEFFER, non-resident heirs of the Estate of Annie M. Shirey, deceased, give them notice of the object and substance of the Petition to Allow Claim of Ottie E. Gochenour, and warn them to be and appear in this Court in person, or by solicitor, within thirty (30) days after this order of publication is served on them, to show cause, if any they have, why said claim should not be allowed as prayed, and to file his answer or other defense within fifteen (15) days thereafter.

George T. Cromwell
Clerk

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

LIBER 110 PAGE 421

OTTIE E. GOCHENOUR	*	NO. 12,003 EQUITY
Complainant	*	IN THE
VS.	*	CIRCUIT COURT
J. FRANKLIN SHIREY, et al	*	FOR
Respondents	*	ANNE ARUNDEL COUNTY
	*	

* * * * * * * * * *

DECREE PRO CONFESSO AS TO
PETITION BY OTTIE E. GOCHENOUR
TO ALLOW CLAIM

The Respondents, Addie Frances Meyerhoeffer and Peter Michael Shirey, after Order of Publication duly served, having failed to respond to the Petition to Allow Claim filed herein by Ottie E. Gochenour, and answer same, according to the command of the said Order of Publication.

It is thereupon this 17th day of December, 1957, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered, and decreed that said Petition to Allow Claim be, and the same is hereby, taken PRO CONFESSO against said Respondents.

Benjamin Michaelson
Judge

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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LIBER 110 PAGE 422

OTTIE E. GOCHENOUR,	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
J. FRANKLIN SHIREY, et al	*	ANNE ARUNDEL COUNTY
Defendant	*	NO. 12,003 EQUITY

* * * * * * * * *

TESTIMONY ON BEHALF OF THE PLAINTIFF

March 27, 1958

Present:

Mr. John G. Rouse, Jr., Solicitor for Petitioner

Mr. W. Harvey Beardmore, Solicitor for Petitioner

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

John W. Folkes, pages 2 - 10.

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(Mr. Beardmore)

On March 18, 1958, I sent notice, like this copy filed as Examiner's Exhibit 1, to Mr. Peter Michael Shirey, Mrs. Addie F. Meyerhoeffer, Mr. J. Franklin Shirey, of the taking of testimony on Thursday, March 27, 1958, at 9:30 a.m., in the Grand Jury Room, Court House, Annapolis, Maryland. This letter of March 18, 1958, was a secondary letter sent to the persons referred to and was not sent by registered mail, but none of the letters have been returned as not having been received. I might also add that I have been in telephone communication with J. Franklin Shirey's attorney D. Paul McNabb of Bel Air, Maryland, and he is well aware of this hearing.
(COPY OF LETTER MARKED EXAMINER'S EXHIBIT NO. 1)

John W. Folkes, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rouse)

1. Now, Mr. Folkes, would you please state your full name and address?

A. John W. Folkes, 3618 Randolph Road, Silver Spring, Maryland.

2. What is your relation to Ottie E. Gochenour, the plaintiff in this case?

A. She is my mother-in-law.

3. And what relation were you to Annie M. Shirey?

A. Only through whatever relationship marrying her niece would make me, sir.

4. Well, what relation was Miss Shirey to Mrs. Gochenour?

A. Sister.

5. And is Miss Shirey living at this time?

A. No, she is deceased.

6. When did she die?

A. In January of 1954.

7. Now, prior to her death where was she living?

A. She was living at 222 Fayette Street, in Stanton, Virginia.

8. And whose home was that?

A. Mrs. Gochenour's.

9. And do you know the circumstances under which she happened to go to Mrs. Gochenour's home and stay in Stanton, Virginia?

A. Yes, Mrs. Folkes and I were, at the time, living in Silver Spring, this was back in February of '52, when my mother-in-law, Mrs. Gochenour called us and said she would be in Silver Spring for a day or so preparatory to taking her sister to Stanton to live with her. I volunteered to drive them there; her sister was living somewhere in Northeast Washington on 6th Street, if I remember correctly, however, I don't know the exact address. So Mom came up and spent a day or so with us, going back and forth over to this address where her sister was living, and on the day that they were to go I went over with her and helped her with her sister, who was, at that time, in rather bad physical condition, in fact, I almost had to take her out of the house bodily into my car, and we took some pillows so she could be comfortable in the back seat of the car for the trip she had to make. We took her to Stanton and in Stanton I had to take her out of the car and take her to the home, I had to go around the back of the house, back the car through the garden where there was a little road that goes to the back door of the house, as the other way there were a lot of steps and I didn't think I could take her up by myself, and that is the reason she went to Stanton.

10. Do you know whether or not Mrs. Gochenour was asked

or requested by her sister to come to Washington to pick her up and take her to Stanton?

A. I do know that she was asked to come up and take her to Stanton, she had only a room in this house that she was living in.

11. Was she able to take care of herself at that time?

A. She had not taken care of herself to the point where she wasn't in all physical shape; she was very run down from lack of proper nutrition and proper care of herself, she had been there by herself.

12. Now, as I understand it, this was approximately February, 1952, when this occurred?

A. Yes.

13. At that time, what was Mrs. Gochenour's occupation?

A. She was a very active and very busy in nursing in Stanton, Virginia.

14. And subsequent to the time that she took her sister back with her to Stanton, was she able to continue her occupation, nursing?

A. I think we took Miss Shirey to Stanton on the 22nd of February, the reason I think that because it was Washington's Birthday and it was a holiday, 1952. She had left a case on the 16th, just prior to coming up here to get her sister; I remember the case because it happened to be the mother of a good friend of mine in Stanton, the Commonwealth Attorney in Stanton.

15. Well, now, subsequent to February 22nd, 1952, did you on occasion go to Stanton to see your mother-in-law?

A. Yes, my business took me to Stanton for several days out of each month and it still does.

16. And on the days when you were required, for business purposes, to be in Stanton, would you stop by and see your mother-in-law?

A. I would stay there with her for serveral reasons; first,

I thoroughly enjoyed it, and the next was, it saved on my expense account to some extent.

17. Well, on the occasions when you visited your mother-in-law, subsequent to the time that she took her sister to live with her in Stanton, were you able to observe what your mother-in-law did in the way of performing services for her sister?

A. Yes, on two to three days out of each month that I would be there I was at home each evening when my work was over, which would be around 5 o'clock, sometimes earlier, I spent the night there, I had my meals there with my mother-in-law and I had first hand knowledge of what she was doing for her.

18. Mr. Folkes, after your mother-in-law took her sister to Stanton was it possible for your mother-in-law to continue her nursing work to the same extent as she had done before her sister came to her home?

A. No sir.

19. And why?

A. Because the condition of her sister required a nurse herself, I mean, she was there with her, she had to help her out of the chair, help her to the bed, help her to the dining room, she could do very little of anything for herself.

20. In other words, somebody was required to be in attendance with Miss Shirey during this period?

A. That's exactly right.

21. Did the condition of Miss Shirey deteriate as time went on?

A. For a period, sir, of seven or eight months I would say that her condition showed some improvement. In other words, she gained a little strength, but she was still dependent on someone like my mother-in-law taking care

of her. I would go further and say that in October of '52, I, myself, became sick and Mrs. Folkes was working and Mrs. Folkes tried to have her mother come up and stay with her for a few days during my illness and she said, "I cannot leave my sister in her condition."

22. Well, that was in October of '52?

A. That was after she had been there from February to October.

23. Subsequent tc October '52, did the condition of Miss Shirey grow worse?

A. No, I don't think it grew any worse, sir, I think the fact that she was nursed, that she was fed properly, that she had someone to give her the proper attention, that for a short period of time, sir, it grew better, for a few months but then thereafter she became completely bedridden, sir, had to be fed, had to be bathed, had to be cared for in every respect.

(Mr. Klawans)

24. At about what time did that happen?

A. That happened, sir, I would say in January of '53 or thereabouts.

(Mr. Rouse)

25. And she died?

A. She died in January of '54.

26. So it was approximately during the last year of Miss Shirey's life she was completely bedridden?

A. For fourteen months of her life she was completely bedridden.

27. During that final period of approximately a year was Mrs. Gochenour required to keep watch almost on a 24 hour day basis?

A. Very definitely.

28. Now, do you know whether or not Miss Shirey ever agreed to compensate her sister, Mrs. Gochenour, in anyway

for the services which Mrs. Gochenour was performing for her?

A. I know only this, sir, that I on several occasions heard her tell her sister that I want you to have whatever I have. I further know Miss Shirey said to Mrs. Gochenour, "Ottie," as she called her, I want you to have what I have for the goodness that you have shown me," or words to that effect. I further know that she had a savings and loan, Perpetual Savings and Loan Association in Washington which she arranged to have in a joint account with Mrs. Gochenour, so that my mother-in-law, Mrs. Gochenour, could use it whenever it was necessary to use. I can tell you the details of what happened to that if you wish.

29. But the monies in this account were used for the benefit of Miss Shirey during her final illness, is that correct?

A. No sir.

30. Now, you said you had heard Miss Shirey say to your mother-in-law on a number of occasions, "Ottie, I want you to have everything that I have because of what you're doing for me". Was that said about the time that your mother-in-law took her sister to Stanton, the first time?

A. It was said in that trip, sir, and I had heard her --

31. Said during that trip?

A. That's right, and I heard her say it when I was visiting in Stanton, in fact, I would talk to her, she was perfectly mentally capable in every way.

32. Well, now, you referred to a bank account which was in the name of Miss Shirey and which was made available to Mrs. Gochenour, is that correct? In other words, put in joint names?

A. That's right.

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33. And about how much was in that account, approximately?

A. I would say Twelve to Fourteen Hundred Dollars.

34. Do you know what happened to that money?

A. Yes, I know what happened to it.

35. What happened to it?

A. Her brother, Miss Shirey's brother, John Shirey, from Front Royal, came down and had it transferred from the Perpetual Building and Loan Association in Washington to a bank in Front Royal in a joint account with him.

(Mr. Klawans)

36. With him and who else?

A. And Annie Shirey.

37. So that your mother-in-law wasn't a party to the account?

A. No sir.

38. And never received any part of it?

A. No sir. After her death and he settled this account, plus her insurance and her funeral expenses, my mother-in-law got, I believe, One Hundred and Thirteen Dollars ($113.00) which she said was a token gift, I have that letter at home, and I think those words were used.

(Mr. Rouse)

39. Mr. Folkes, do you know how much Mrs. Gochenour would make doing nursing work in the Stanton area prior to the time she took her sister to live with her?

A. Yes,

40. And what was that amount?

A. Forty Nine Dollars ($49.00) a week, Seven Dollars ($7.00) a day, it was seven day work that she did, sir.

41. And is that the regular rate for people in that profession are paid in that area approximately?

A. I would say at that time it was, sir, it's higher now.

42. And Mrs. Gochenour was unable to perform her usual

occupation from the period beginning February 22nd, 1952 down to the date of Miss Shirey's death in January of '54, is that correct?

A. That is correct.

43. So during that entire period she had an actual wage loss at the rate of Forty Nine Dollars ($49.00) a week, is that correct?

A. That's correct.

44. Did she receive anything from Miss Shirey during that period?

A. Not to my knowledge, sir, I don't think she did. As I say, my information comes from the two or three days each month that my business carried me into Stanton, sir.

45. But as far as you know, Mrs. Gochenour received nothing from her sister during the period that she took care of her?

A. That's right.

46. During the period that she took care of her sister who did the cooking and prepared the meals?

A. Mrs. Gochenour, my mother-in-law.

47. And how about purchase of medicines and things of that type?

A. My mother-in-law did that, called the doctor when it was necessary.

48. And who would give her the medicines when she had to take it?

A. My mother-in-law, Mrs. Gochenour.

49. Was it necessary that she be bathed by Mrs. Gochenour?

A. Definitely, she was perfectly helpless, sir, for a period of twelve or fourteen months she laid in bed, completely bedridden, had to be fed with a spoon, bathed and gotten up for everything.

50. And Mrs. Gochenour did all of it?

A. That's right, sir.

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...John M. Foker.....

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in her 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 10th day of March, 1958.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00

I.H. $9.00 Pd. D.H.

LAW OFFICES
ROUSE AND MORTON
18 WEST STREET
ANNAPOLIS, MARYLAND

COLONIAL 3-6670

LIBER 110 PAGE 433

March 18, 1958

Mr. Peter Michael Shirey
1112 Luray Avenue
Front Royal, Virginia

Mrs. Addie F. Meyerhoeffer
Penn Laird, Virginia

Mr. J. Franklin Shirey
c/o D. Paul McNabb, Esquire
Bel Air, Maryland

You are hereby notified that a hearing on the claim of Ottie Gochenour, filed against the estate of Annie M. Shirey, deceased, which was formerly set before a Standing Examiner on Tuesday, March 25, 1958, at 9:30 a.m., has been changed (because of a legal holiday) to Thursday, March 27, 1958, at 9:30 a.m. in the Grand Jury Room, Court House, Annapolis, Maryland

These proceedings are designated as Gochenour vs. Shirey, et al, No. 12,003 Equity, in the Circuit Court for Anne Arundel County, State of Maryland.

This notice is given to you in order to comply with the rules of Court.

Very truly yours,

E. Harvey Beardmore
Attorney for Ottie Gochenour

EHB:GLM

12,003 Eq
Gochenaur vs Shirey
Examiner's Exh. 1
E Clowans
Examiner

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LIBER 110 PAGE 434

OTTIE E. GOCHENOUR,	:	
Complainant,	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
J. FRANKLIN SHIREY, et al,	:	ANNE ARUNDEL COUNTY
Respondents.	:	No. 12,003 Equity
	:	

- - - - - - - - - - -

PETITION FOR PERMISSION
TO FILE BOND NUNC PRO TUNC

- - - - - - - - - - -

TO THE HONORABLE, THE JUDGES OF SAID COURT:

J. Harvey Beardmore, your Petitioner, respectfully represents as follows:

1. That by a Decree of this Court in these premises, dated July 3, 1957, your Petitioner was appointed Trustee to administer the estate of Annie M. Shirey, deceased, and to make sale of the properties described in these proceedings for the purposes of partition.

2. That your Petitioner was required by the aforesaid Decree to file with the Clerk of this Court a surety bond in the penal sum of $2500.00.

3. That pursuant to said Decree your Petitioner did, on July 3, 1957, obtain said surety bond from Globe Indemnity Company in the penal sum of $2500.00.

4. That through a misunderstanding with John H. Hopkins IV, agent for Globe Indemnity Company, the said bond was not filed in this cause but remained instead in the files of your Petitioner.

5. That said bond, which is attached hereto and prayed to be considered as part hereof, is still in full force and effect and has always been since the date of its inception, to wit, July 3, 1957.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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WHEREFORE, your Petitioner prays this Court to pass an order directing the Clerk of this Court to accept said bond nunc pro tunc, that is to say, as having been in full force and effect since the date thereof and to be considered as having been filed on July 3, 1957.

AND, AS IN DUTY BOUND, ETC.

W. Harvey Beardmore
W. Harvey Beardmore
Petitioner

ORDER OF COURT

The foregoing Petition, having been read and considered, it is this 15th day of April, 1958, by the Circuit Court for Anne Arundel County,

ORDERED, that the Clerk of Court be, and he is hereby, directed to accept the annexed surety bond in the penal sum of $2500.00, dated July 3, 1957, nunc pro tunc, that is to say, as having been in full force and effect since the date thereof, and to be considered as having been filed on July 3, 1957.

Benjamin Michaelson
Judge

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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LIBER 110 PAGE 436

LIBER 9 PAGE 286

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

12,003 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, W. Harvey Beardmore, 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 Two Thousand Five Hundred Dollars ($2,500.00)---------- 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 3rd day of July , 195 7.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Gochenour vs. Shirey---------- dated W. Harvey Beardmore was appointed Trustee to make sale of the property described in said proceedings, and the said W. Harvey Beardmore---------- is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do 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 said property, or to the proceeds thereof, 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 Woelfel

Kathleen Woelfel, as to both

W. Harvey Beardmore (SEAL)

W. Harvey Beardmore, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John B. Hopkins, IV

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

SURETY

Bond Approved This 17th day of April 1957 Nunc Pro Tunc as of July 3, 1957.

George T. Cromwell
Clerk

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1958 APR 17 AM 10:36

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W. HARVEY BEARDMORE
Solicitor
18 West Street
Annapolis, Maryland

Trustee's Sale

OF EIGHT RESIDENTIAL BUILDING LOTS

Located in Selby-on-the-Bay
First Election District,
Anne Arundel County, Maryland

BY VIRTUE of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in proceedings designated as Equity No. 12,003, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Thursday,
April 10, 1958
At 11:00 O'clock A.M.

the following parcels of land situated in the First Election District, Anne Arundel County, Maryland, and described as follows:

PARCEL NO. 1: Lot No. 42, Block G, according to a plat of Selby-on-the-Bay recorded among the Land Records of Anne Arundel County in Plat Book No. 8, page 14.

PARCEL NO. 2: Lot No. 43, Block G, according to the aforesaid plat.

PARCEL NO. 3: Lot No. 45, Block G, according to the aforesaid plat.

PARCEL NO. 4: Lot No. 34, Block G, according to the aforesaid plat.

PARCEL NO. 5: Lot No. 54, Block D, according to the aforesaid plat.

PARCEL NO. 6: Lot No. 55, Block D, according to the aforesaid plat.

PARCEL NO. 7 Lot No. 56, Block D, according to the aforesaid plat.

PARCEL NO. 8: Lot No. 26, Block R, according to a plat of Selby-on-the-Bay, recorded among the Land Records of Anne Arundel County in Plat Book No. 7, page 43.

THESE PROPERTIES will first be offered as an entirety and the bid reserved, and then will be offered individually. If the combined individual bids exceed the bid for the whole, then the individual bids will be accepted; but if the entire bid exceeds the sum total of the individual bids, then the bid as an entirety will be accepted.

TERMS OF SALE: If sold singularly, or as an entirety, a deposit of 10% will be required on the day of sale. In either event, deferred payments to bear interest at the rate of 6% per annum from day of sale to date of settlement. Taxes and other public dues and assessments, if any, to be adjusted as of day of sale.

W. HARVEY BEARDMORE
Trustee
ROBERT B. CAMPBELL,
Auctioneer. A-4

LIBER 110 PAGE 437 OF E OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1958

We hereby certify, that the annexed

Trustee's Sale
Eight Residential Building
Lots
Selby-on-the-Bay

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 10th day of April, 1958. The first insertion being made the 19th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

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1958 APR 17 AM 10:12

By [illegible]

ROBERT H. CAMPBELL ..... LIBER 110 PAGE 438 ..... Auctioneer

W. HARVEY BEARDMORE
Solicitor
18 West Street
Annapolis, Maryland

TRUSTEE'S SALE

OF

Eight Residential Building Lots

LOCATED IN SELBY-ON-THE-BAY, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BY VIRTUE of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in proceedings designated as Equity No. 12,003, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

THURSDAY, APRIL 10th, 1958

AT 11:00 O'CLOCK A.M.

the following parcels of land situated in the First Election District, Anne Arundel County, Maryland, and described as follows:

PARCEL NO. 1: Lot No. 42, Block G, according to a plat of Selby-on-the-Bay recorded among the Land Records of Anne Arundel County in Plat Book No. 8, page 14.

PARCEL NO. 2: Lot No. 43, Block G, according to the aforesaid plat.

PARCEL NO. 3: Lot No. 45, Block G, according to the aforesaid plat.

PARCEL NO. 4: Lot No. 34, Block G, according to the aforesaid plat.

PARCEL NO. 5: Lot No. 54, Block D, according to the aforesaid plat.

PARCEL NO. 6: Lot No. 55, Block D, according to the aforesaid plat.

PARCEL NO. 7: Lot No. 56, Block D, according to the aforesaid plat.

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TERMS OF SALE: If sold singularly, or as an entirety, a deposit of 10% will be required on the day of sale. In either event, deferred payments to bear interest at the rate of 6% per annum from day of sale to date of settlement. Taxes and other public dues and assessments, if any, to be adjusted as of day of sale.

W. Harvey Beardmore
Trustee

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1958 APR 17 AM 10:40

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LIBER 110 PAGE 439

PURCHASER'S AGREEMENT

I hereby certify that on this 10th day of April, 1958, I purchased from the Trustee, at Public Sale, as shown on the reverse side of this Handbill, the real estate, being then and there the highest bidder, for the sum of $2250.00.

And I agree to abide by the terms of sale, that is, payment of a deposit of $225.00 for real estate, balance of purchase price to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and adjustments in accordance with terms printed on Handbill.

Witness my hand and seal the day and year first above written.

WITNESS:

W. Harvey Beardmore — John S. Rowe J. Agent (SEAL)
for Ottie Gochenour, purchaser

AUCTIONEER'S CERTIFICATE

I hereby certify that I sold the foregoing real estate to Ottie E. Gochenour, she being then and there the highest bidder therefor, for the sum of $2250.00.

Witness my hand and seal this 10th day of April, 1958.

WITNESS:

Gertrude Frantom — Robert H. Campbell
Robert H. Campbell
Auctioneer

FILED

1958 APR 17 AM 10:40

LIBER 110 PAGE 440

OTTIE E. GOCHENOUR	*	NO. 12,003 EQUITY
Complainant	*	IN THE
VS.	*	CIRCUIT COURT
J. FRANKLIN SHIREY, et al	*	FOR
Respondents	*	ANNE ARUNDEL COUNTY
	*	
	*	

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of W. Harvey Beardmore, Trustee, appointed by a Decree of this Court, passed in the above-entitled cause on the 3rd day of July, 1957, to make sale of the real estate hereinafter described, respectfully shows:

1. That after giving bond with security for the faithful performance of his trust, and after having complied with all other prerequisites, as required by law and by said Decree, and giving notice of the time, place, manner and terms of sale by advertisements in the "Evening Capital," a newspaper published in Anne Arundel County, for at least three weeks before the day of sale and by posting handbills in a number of public places, he did, pursuant to said notice, attend in front of the Court House, Annapolis, Maryland, on Thursday, April 10, 1958, at 11:00 A.M., the time and place mentioned in said advertisements; and then and there, in the presence of a number of persons, did proceed to sell at public auction the realty mentioned in these proceedings, to wit:

PARCEL NO. 1: Lot No. 42, Block G, according to a plat of Selby-on-the-Bay recorded among the Land Records of Anne Arundel County in Plat Book No. 8, page 14.

PARCEL NO. 2: Lot No. 43, Block G, according to the aforesaid plat.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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59

PARCEL NO. 3: Lot No. 45, Block C, according to the aforesaid plat.

PARCEL NO. 4: Lot No. 34, Block G, according to the aforesaid plat.

PARCEL NO. 5: Lot No. 54, Block D, according to the aforesaid plat.

PARCEL NO. 6: Lot No. 55, Block D, according to the aforesaid plat.

PARCEL NO. 7: Lot No. 56, Block D, according to the aforesaid plat.

PARCEL NO. 8: Lot No. 26, Block R, according to a plat of Selby-on-the-Bay, recorded among the Land Records of Anne Arundel County in Plat Book No. 7, page 43.

2. That said realty was sold to Ottie E. Gochenour for the sum of $2,250.00, she being at that sum the highest bidder therefor.

3. That said purchaser has paid a deposit on account of the realty in the sum of $225.00; and the purchaser has agreed to comply with the terms of sale. The Trustee files herewith a printed handbill on the reverse side of which is the agreement of the Purchaser and the Auctioneer's Certificate, and he prays that the same may be considered as part hereof.

Respectfully submitted,

W. Harvey Beardmore

W. Harvey Beardmore
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

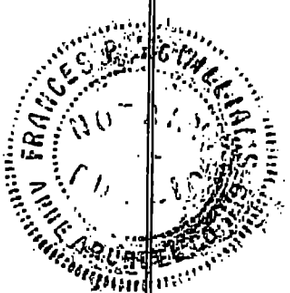
I HEREBY CERTIFY that on this 14th day of April, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

CO

and for the County aforesaid, personally appeared W. HARVEY BEARDMORE, Trustee 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.

AS WITNESS my hand and seal Notarial.



Frances P. McWilliams
Notary Public

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

ORDER NISI

LIBER 110 PAGE 443

Ottie E. Gochenour

versus

J. Franklin Shirey, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,003 Equity

Ordered, this 17 day of April, 19 58, That the sale of the Property in these proceeding mentioned made and reported by W. Harvey Beardmore Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 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 21 day of May next.

The report states that the amount of sales was ~~to be~~ $ 2,250.00

George T. Cromwell Clerk.

FILED 1958 APR 17 A.M. 10:40

True Copy,

TEST: Clerk.

(Final Order)

Ottie E. Gochenour

versus

J. Franklin Shirey, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23d day of May, 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 MAY 23 PM 12:39

62

LIBER 110 PAGE 444

OTTIE E. GOCHENOUR,	:	
Complainant,	:	IN THE
	:	CIRCUIT COURT
vs.	:	
	:	FOR
J. FRANKLIN SHIREY, et al	:	ANNE ARUNDEL COUNTY
Respondents.	:	No. 12,003 Equity
	:	

- - - - - - - - - - -

SUBMISSION FOR INTERLOCUTORY DECREE

- - - - - - - - - - -

The petitioner, Ottie E. Gochenour, by John G. Rouse, Jr., her solicitor, respectfully submits the PETITION TO ALLOW CLAIM and the testimony thereon, to this Court for an Interlocutory Decree.

John G. Rouse

John G. Rouse, Jr.
Solicitor for Ottie E. Gochenour

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

FILED
1958 APR 23 AM 10:53

LIBER 110 PAGE 445

OTTIE E. GOCHENOUR,	:	
Complainant	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
J. FRANKLIN SHIREY, et al,	:	ANNE ARUNDEL COUNTY
Respondents.	:	No. 12,003 Equity
	:	

- - - - - - - - - - -

INTERLOCUTORY DECREE

- - - - - - - - - - -

The Petition to Allow Claim, filed in this cause by the Complainant, Ottie E. Gochenour, standing ready for hearing, and having been submitted by said Complainant, the proceedings were read and considered by the Court.

WHEREUPON, it is ADJUDGED, ORDERED and DECREED this 23d day of April, 1958, by the Circuit Court for Anne Arundel County, sitting in Equity, that the claim of Ottie E. Gochenour in the amount of $4508.00 be, and it is hereby, allowed; and the same is hereby referred to the Auditor; and the Auditor is directed to allow said claim from the assets of the estate of Annie M. Shirey, deceased, if any there be, in the stating of the final account of said estate.

Benjamin Michaelson
Judge

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

FILED

1958 APR 24 PM 12:25

64

OFFIC OF

Evening Capital

LIBER 110 PAGE 446

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. 12,003 Equity

OTTIE E. GOCHENOUR
VERSUS
J. FRANKLIN SHIREY, et al

Ordered, this 17 day of April, 1958. That the sale of the property in these proceedings mentioned made and reported by W. Harvey Beardmore, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 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 21 day of May next.

The report states that the amount of sale was $2,250.00.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
M-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 13, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,003
J. Franklin Shirey, et al

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 21st day of May, 1958. The first insertion being made the 15th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 1915 1958 MAY 14 PM 2:14 By H. Tilghman and

65

OFFICE OF

Evening Capital

LIBER 110 PAGE 447

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice
W. Harvey Beardmore
Solicitor
18 West Street
Annapolis, Maryland

Notice To Creditors

This is to give notice under the provisions of Section 119, Article 93, Annotated Code of Maryland, that the subscriber has been appointed Trustee in the partition proceedings entitled Gochenour vs. Shirey, et al, No. 12,003, Equity, Circuit Court for Anne Arundel County, State of Maryland, by virtue of an order dated July 3, 1957; that a portion of the real estate for which partition by sale is sought, was owned by Annie M. Shirey, late of Staunton, Virginia, deceased. All persons having claims against the deceased are warned to exhibit the same, with the vouchers thereof, legally authenticated, to the subscriber, on or before the 4th day of October, 1957, next; they may otherwise by law, be excluded from all benefit of the estate of said deceased. Given under my hand this 22nd day of July, 1957.

W. HARVEY BEARDMORE
Trustee
A-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 14, 1957

We hereby certify, that the annexed

Notice to Creditors
Equity No. 12,003
Annie M. Shirey

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 24th day of October, 1957. The first insertion being made the 23rd day of July, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. E.C. 1958 MAY 29 AM 10:53

66

LIBER 110 PAGE 448

In the Case of

Ottie E. Gochenour

VS.

J. Franklin Shirey,

et al

In the

Circuit Court

For

Anne Arundel County

No. 12,003 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.

June 5, 1958

All of which is respectfully submitted.

Laura K. Jacklin
Auditor

FILED

1958 JUN -6 AM 9:27

Dr. Ottie E. Gochenour vs. J. Franklin Shirey, et al in ac.

To Trustee for Commissions, viz:	100	50	100	50
To Trustee 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	107	50		
Raymond A. Fulker - Sheriff's costs		75		
John G. Rouse - Examiner's fee	10	00		
Emanuel Klawans - Examiner's fee	10	00		
Irene Hazel - stenographer's fee	17	00		
Auditor - stating this account	13	50	178	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	38	43		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Capital-Gazette Press - notice to creditors	8	00		
Speer Publications, Inc. - handbills	10	42		
Globe Indemnity Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	40	00		
Frances P. McWilliams - notary fee		50	121	35
To Trustee for Taxes, viz:				
1958 State and County taxes ($39.05) - adjusted to 4/10/58 - 100 days	10	70	10	70
To Ottie E. Gochenour - this balance on account claim filed (Order 4/23/58)	1,838	70	1,838	70
			2,250	00

58

with W. Harvey Beardmore, Trustee Cr.

1958				
Apr.	10	Proceeds of Sale (cash)	2,250 00	2,250 00
				2,250 00

LIBER 110 PAGE 451

ORDER NISI

Ottie E. Gochenour

VERSUS

J. Franklin Shirey, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,003 Equity

FILED

1958 JUN -6 AM 9:27

ORDERED, This 6 day of June, 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 14th 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 14th day of July next.

Eugene T. Brownell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of July, 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 JUL 15 PM 3:53

Benjamin Michaelson

Judge.

OFFICE

LIBER 110 PAGE 452

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. 12,003 Equity

OTTIE E. GOCHENOUR
versus
J. FRANKLIN SHIREY, et al

Ordered, this 6th day of June, 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 14th 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 14th day of July next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,003

Auditors account

J. Franklin Shirey, et al

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 14th day of July, 1958. The first insertion being made the 10th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1958 JUL 11 PM 1:13

No. M.G. 31 81

71

LIBER 110 PAGE 453

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 12571
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
GLADYS USHER BRANE,	:	FOR
divorced	:	ANNE ARUNDEL COUNTY
	: : :	

Mr. Clerk:

Please record Assignment of Mortgage and file the original mortgage, statement of mortgage debt and Military Affidavit.

George E. Kullman
Assignee

FILED
1959 MAR 13 AM 11:40

LIBER 1002 PAGE 337

This Mortgage

LIBER 110 PAGE 454

No. 12,571 Equity

Made this 10th. day of February, in the year one thousand nine hundred and Fifty-six, by Gladys Usher Brane, divorced and not remarried

of Prince George's County, Md.

Mortgagor...., and **The Seat Pleasant Building and Loan Association,** a duly incorporated body, organized under the laws of Maryland for the purpose of lending money on Maryland real estate, etc., mortgagee, witnesseth:

Whereas, the said Gladys Usher Brane being a member.... of **The Seat Pleasant Building and Loan Association,** aforesaid, to the extent of 150... shares, and as such member.... participating and sharing in the profits of said body corporate, has.... received therefrom an advance or loan of .....Fifteen Thousand and 00/100..... Dollars, on 150.....shares of stock held and owned by the said..... Gladys Usher Brane in her....own right, being the par value of the same; and

Whereas, it was and is a condition precedent to said loan as hereinbefore referred to being made that the repayment thereof with premium, interest and fines as hereinafter mentioned, and the performance of all the conditions and covenants herein contained, should be secured by a good and effectual mortgage on the property hereinafter described, wherefore this mortgage is executed under, and is to be construed by the Laws of Maryland.

Now This Mortgage Witnesseth, That in consideration of the premises and One Dollar, the said Gladys Usher Brane do ex grant and convey unto **The Seat Pleasant Building and Loan Association,** the body corporate aforesaid, and its successors and assigns, the following described land and premises, situate in Prince George's County, State of Maryland, known and distinguished as .....

Being known and designated as Lot 18 and 19 Block D, as shown on Plat of Section 2 of Hillsmere Estates, prepared by J.R.McCrone, Jr. Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 23 Plat 36.

RECORDATION TAX ACT OF 1947 $5.50 $5.50

CANCELLED

RECORDATION TAX ACT OF 1947 $11.00

FILED

1958 MAR 13 AM 11:40

TOGETHER with the improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances, and advantages to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same, with the improvements and appurtenances aforesaid, unto the said body corporate and its assigns and successors in fee simple.

PROVIDED, That if the said Gladys Usher Brane shall make all the payments and perform all the covenants herein on her part to be made and performed, then this mortgage shall be void.

AND the said Gladys Usher Brane for herself her heirs, executors, administrators, and assigns, hereby covenants with **The Seat Pleasant Building and Loan Association,** aforesaid, and its successors and assigns, to pay and perform as follows, that is to say: To pay to the said mortgagee or its successors and assigns, at its principal office in the town of Seat Pleasant, Maryland, as dues, the sum of eighty cents per share on each and every share of stock so loaned upon, monthly, on or before the third Tuesday of each and every month, and, as a premium, the sum of twenty cents per share on each and every share of stock so loaned upon, monthly, on or before the third Tuesday of each and every month, and interest on said advance at the rate of 50 cents per share monthly, on or before the said third Tuesday of each month; until such time as said shares of stock so advanced or loaned upon, shall by reason of said monthly payments of eighty cents per share, together with profits thereon become paid in full; and to pay all such fines as may by the said Association, body corporate, in conformity with its Articles of Association and By-Laws, be imposed upon her for any default made in the payment of said monthly dues, premium and interest; to keep the improvements on said property insured from loss by fire or tornado, for the benefit of said body corporate, to the amount of at least Fifteen Thousand and 00/100 dollars to deliver said policy to the association; to pay all taxes for which the property hereby mortgaged may be or become liable, when demandable, and to obey the Articles of Association and By-Laws of said Association now in force or hereafter to be adopted. All of which payments and covenants shall continue in full force until the whole amount of said loan, premium herein agreed upon, interest, fines, and all amounts paid for insurance and taxes shall by the payments made by the said Gladys Usher Brane and dividends allowed by the said Association, be paid in full, according to an account to be stated by the Secretary of said Association, in accordance with the terms of this mortgage, and the Constitution and By-Laws of said Association.

BUT in case the said mortgagor, her heirs or assigns shall make default and fail to pay the dues, premium, interest and fines, or either or any of them, for the space of six months, or shall be in arrears to an amount equal to the sum of the dues, interest, premium and fines for six months, or shall fail to perform any one or more of the covenants herein contained, then the whole mortgage debt hereby

LIBER 110 PAGE 456

secured shall become due and demandable; and these presents are hereby declared to be made IN TRUST, and the said mortgagee or its successors and assigns, or LANSDALE G. SASSCER, as Attorney or Agent, is and are hereby authorized and empowered to sell all the property hereby mortgaged, or so much thereof as may be necessary, for cash or upon such terms as may be prescribed by the party making the sale, and convey the same to the purchaser or purchasers, his, her, or their heirs, personal representatives or assigns, first giving at least twenty days' notice in some newspaper published in Anne Arundel County, Maryland, and the proceeds arising from such sale to apply, FIRST, to the expenses thereof, including the usual court commissions to the party making the sale; SECONDLY, to all moneys owing hereunder, whether the same shall have then matured or not according to an account to be stated by the Secretary of said Association, and the BALANCE, if any, to be paid to the said mortgagor...., or whoever may be entitled thereto. And it is agreed that until default be made the said mortgagor.... shall possess said property.

WITNESS, the hand and seal of the said mortgagor.....

Gladys Usher Brane [SEAL]
Gladys Usher Brane

TEST:
Robert L. Main
Robert L. Main ..... [SEAL]

STATE OF MARYLAND
Prince George's County } To wit:

LIBER 1002 PAGE 340

I HEREBY CERTIFY, That on this 10th day of February, in the year one thousand nine hundred and Fifty-six, before me the subscriber, a Notary Public, in and for the said State and County, personally appeared Gladys Usher Brane, divorced and not remarried (the within-named mortgagor....) and she acknowledged the foregoing mortgage to be her act.

WITNESS my hand and official seal on the day and date herein above written.

Robert L. Main
Robert L. Main Notary Public.

ROBERT L. MAIN NOTARY PUBLIC PRINCE GEORGE'S CO. MD.

STATE OF MARYLAND—Prince George's County, to wit:

I HEREBY CERTIFY, That on this 10th day of February, in the year nineteen hundred and Fifty-six, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Jeremiah J. Crowley President of **The Seat Pleasant Building and Loan Association** (the within-named mortgagee) and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as therein set forth.

Robert L. Main
Robert L. Main Notary Public.

ROBERT L. MAIN NOTARY PUBLIC PRINCE GEORGE'S CO. MD.

Rec'd for record Feb 20 1956 at 3.00 P.M.
Mailed to George E. Rullman

December 13, 1957

The Seat Pleasant Building and Loan Association hereby assignes the within mortgage to George E. Hullman Attorney for the purpose of foreclosure, as witnessed by the signature of its Vice-President duly attested by the Secretary under the corporate seal of the Association.

Witness our hands and seal this 16th day of December 1957.

The Seat Pleasant Bldg. & Loan, a body corporate

By: Irwin I. Main-Vice-President

The Seat Pleasant Bldg. & Loan, a body corporate

By: Robert L. Main-Secretary

LIBER 110 PAGE 457

12 577

MORTGAGE

Gladys Usher Brane

—TO—

THE SEAT PLEASANT BUILDING AND LOAN ASSOCIATION

A BODY CORPORATE

Received for Record 20 Feb 1958 at 3 P.M. and recorded in Liber 1002, Folio 337, of the Land Records of Prince George's County, Maryland.

GEORGE T. CROMWELL, Clerk

Clerk of Circuit Court.

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

1958 MAR 13 AM 9:51

RECORDED IN LIBER G.T.C. NO. 1002 FOLIO 340

GEO. T. CROMWELL, CLERK

LIBER 110 PAGE 458

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 12,571
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
GLADYS USHER BRANE,	:	FOR
divorced	:	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 The Seat Pleasant Building and Loan Association, 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 defendant is in the military service of the United States, that is to say, said defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and is not an officer of the Public Health Service, detailed by proper authority for duty with any of the branches aforesaid, nor is said defendant under training or education under the supervision of the United States preliminary to induction into the military service, but is employed as a civilian and not subject to the aforesaid.

George E. Rullman

George E. Rullman, Assignee and Agent

SUBSCRIBED and SWORN TO before me this 13th day of March, 1958.

Barbara Ann Thompson

Barbara Ann Thompson, Notary Public

BARBARA ANN THOMPSON NOTARY PUBLIC ANNE ARUNDEL CO.

FILED

1958 MAR 13 AM 11:40

6

LIBER 110 PAGE 459

IN THE MATTER OF THE SALE OF * EQUITY NO. 12571

THE MORTGAGED REAL ESTATE OF * IN THE CIRCUIT COURT

GLADYS USHER BRANE, * FOR

divorced * ANNE ARUNDEL COUNTY

* * * * *

STATEMENT OF MORTGAGE DEBT

Mortgage debt as of February 1, 1958	-	$15,213.79
Interest to March 1, 1958	-	76.07
TOTAL	-	$15,289.86

STATE OF MARYLAND, PRINCE GEORGES COUNTY, TO WIT:-

I hereby certify that on this ____ day of _____, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared _____, _____ of The Seat Pleasant Building and Loan Association, and made oath in due form of law that the above statement is correct to the best of h__ knowledge and belief.

Witness my hand and Notarial Seal.

_____
Maxine R. Buccoliero Notary Public MD

My Commission Expires
May 4, 1959

FILED
1958 MAR 13 AM 11:40

F. 21738 500 9-56 Made in U.S.A.

No. 12,591 Equity

MORTGAGEES OR ATTORNEYS BOND.

LIBER 110 PAGE 460 LIBER 9 PAGE 272

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman of Anne Arundel County, State of Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eighteen Thousand and no/100 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 second day of April, in the year of our Lord Nineteen Hundred Fifty-eight

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Gladys Usher Brane, divorced to The Seat Pleasant Building and Loan Association bearing date the 10th day of February, 1956 Land and recorded among the ~~Mortgage~~ records of Anne Arundel County in Liber GTC No. 1002 Folio 337 and duly assigned to George E. Rullman for the purpose of foreclosure

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 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 George E. Rullman

has hereto 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 herein above written.

Signed, Sealed and Delivered in the Presence of

Madeline A. Petro

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

By Estelle M. Fiedler

Estelle M. Fiedler Attorney-in-fact

As to Surety

Mildred M. Morrison

Mildred M. Morrison

FILED

1958 APR -7 AM 10:25

Bond Approved this 7th day of April 1958.

George T. Cromwell Clerk

GEORGE W. SCIBLE - Auctioneer

LIBER 110 PAGE 463

PUBLIC SALE

of valuable

Residence Property

SITUATE, LYING AND BEING IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A ONE-STORY BRICK VENEER DWELLING CONTAINING FIVE ROOMS, SEPTIC SYSTEM, WELL WATER, BASEMENT AND ELECTRICITY

Under and by virtue of the power of sale contained in a mortgage from Gladys Usher Brane, divorced, to The Seat Pleasant Building and Loan Association, a body corporate of the State of Maryland, dated February 10, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1002, folio 337 which mortgage has been duly assigned to the undersigned as Assignee, said Assignee 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, April 15, 1958

at 11:00 o'clock a.m.

the following described property, namely:

ALL those lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland and described as follows, that is to say:—

Being known and designated as Lot 18, and 19 Block D, as shown on Plat of Section 2 of Hillsmere Estates, prepared by J. R. McCrone Jr., Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 23, plat 36.

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
Assignee
140 South Street, Annapolis, Maryland

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1958 APR 24 PM 2:03

LIBER 110 PAGE 402

I hereby cert y that I, Irvin Cousins J: as Agent for Seat Pleasant Building & Loan Association of Seat Pleasant, Maryland, did purchase the property described on the reverse side hereof at public auction on Tuesday, April 15, 1958, at and for the sum of $14,000.00; being the highest bid submitted and for my principal, I agree to the terms of sale as shown on the reverse side hereof.

Irvin Cousins Jr., Agent for Seat Pleasant Building and Loan Association

SEAT PLEASANT BUILDING AND LOAN ASSOCIATION

by: Robert L. Main, Secy.

I HEREBY CERTIFY that as Auctioneer, I did offer the property described on the reverse side hereof, at public auction on Tuesday, April 15, 1958, at 11:00 o(clock A.M., and sold the property described in this handbill to The Seat Pleasant Building and Loan Association, a body corporate, at and for the sum of Fourteen Thousand Dollars ($14,000.00), it then and there being the highest bidder for said property.

George W. Scible, Auctioneer

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1958 APR 24 PM 2:03

LIBER 110 PAGE 463

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 12,571
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
GLADYS USHER BRANE,	:	FOR
divorced	:	ANNE ARUNDEL COUNTY
	: : :	

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Assignee for the sale of the mortgage in these proceedings, respectfully shows:-

That under and by virtue of the power of sale contained in a mortgage, said mortgage having been duly assigned to George E. Rullman as Assignee, from Gladys Usher Brane, divorced, dated February 10, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1002, folio 337, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Assignee 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 handbills 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, April 15, 1958, at eleven o' clock a.m, and then and there sold the property to Irvin Cousins Jr., Agent for Seat Pleasant Building and Loan Association, Seat Pleasant, Maryland, at and for the sum of Fourteen Thousand Dollars ($14,000.00), it then and there being the highest bidder therefor, which property is as follows:

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1958 APR 24 PM 2:03

ALL those lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland and described as follows, that is to say:-

BEING known and designated as Lot 18 and 19, Block D, as shown on Plat of Section 2 of Hillsmere Estates, prepared by J.R. McCrone Jr., Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 23, plat 36.

SAID property being improved by a one-story brick veneer dwelling containing five rooms, septic system, well water, basement and electricity.

AND the said Assigneee 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 follows:

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
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

I hereby certify that on this 24th day of April, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Assignee 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.

NOTARY PUBLIC ANNE ARUNDEL CO.

Barbara Ann Thompson, Notary Public

ORDER NISI

LIBER 110 PAGE 465

IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE OF
~~XXXXXX~~
GLADYS USHER BRANE, Divorced

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 12,571 Equity

Ordered, this 24 day of April, 19 58, That the sale of the Property in these proceedings mentioned made and reported by George E. Rullman, Assignee ~~XXXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28 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 28 day of May next.

The report states that the amount of sale ~~XXXXXX~~ was $ 14,000.00

George T. Crowell Clerk.

True Copy.

FILED 1958 APR 24 P.M. 2:03

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE OF
GLADYS USHER BRANE, Divorced
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of May, 1958 that the sale made and reported by the ~~XXXXXX~~ 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 ~~XXXXXX~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED
1958 MAY 29 AM 9:53

13

OFFI . OF

Evening Capital

LIBER 110 PAGE 466

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. 12,571 Equity

In the Matter of the Sale of the Mortgaged Real Estate of GLADYS USHER BRANE, divorced

Ordered, this 24th day of April, 1958, That the sale of the Property in these proceedings mentioned, made and reported by George E. Rullman, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of May next.

The report states that the amount of sale was $14.000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 26, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,571
Gladys Usher Brane

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 28th day of May, 1958. The first insertion being made the 26th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

FILED

No. E.C. 1958 MAY 26 PM 3:44

LIBER 110 PAGE 467

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~Vs~~
Gladys Usher Brane,
divorced

In the

Circuit Court

For

Anne Arundel County

No. 12,571 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.

FILED
1958 JUN 18 AM 9:09

June 9, 1958

All of which is respectfully submitted.

Laura K. Jicklin
Auditor.

15

Dr.

In the Matter of the Sale of the Mortgaged Real Estate of Gladys Usher Brane, divorced

in ac.

To Assignee for Commissions, viz:	450	00	450	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 ac count	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	29	07		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	14	86		
National Surety Corp. - bond premium	72	00		
George W. Scible - auctioneer's fee	30	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	7	70		
One-half State documentary stamps	7	70		
Barbara Ann Thompson - notary fees	1	00	177	33
To Assignee for Taxes, viz:				
1958 State and County taxes ($214.01) - adjusted to 4/15/58 - 105 days	61	53	61	53
To The Seat Pleasant Building & Loan Ass'n, mortgagee - this balance on account mortgage claim	13,259	64	13,259	64
			14,000	00
Amount of mortgage claim filed	15,289	86		
Interest on principal balance of $15,213.79 from 3/1/58 to 4/15/58	114	10		
Total	15,403	96		
Cr. Amount allowed above	13,259	64		
Balance subject to decree in personam	2,144	32		

with George E. Rullman, Assignee Cr.

1958				
Apr.	15	Proceeds of Sale	14,000 00	14,000 00
				14,000 00

LIBER 110 PAGE 470

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~

Gladys Usher Brane, divorced

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,571 Equity.

ORDERED, This 18th day of June, 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 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 23 day of July next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of July, 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.

Matthew S. Brown
Judge

FILED
1958 JUN 18 AM 9:09

FILED
1958 JUL 25 PM 2:58

OFFIC.)F

Evening Capital

LIBER 110 PAGE 471

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. 12,571 Equity

In the Matter of the Sale of the Mortgaged Real Estate of
GLADYS USHER BRANE, divorced

Ordered, this 18th day of June, 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 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 23rd day of July next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

Jy-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,571
Auditor account.

Gladys Usher Brane

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 23rd day of July, 1958. The first insertion being made the 21st day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 4397 1958 JUL 15 AM 11:25

471

LIBER 110 PAGE 472

JOHN B. ROWE, ASSIGNEE	*	IN THE
	*	
vs.	*	CIRCUIT COURT
	*	FOR
JOSEPH L. GAMBERDELLA and	*	ANNE ARUNDEL COUNTY
MARIE T. GAMBERDELLA, his wife	* No. 9821	IN EQUITY

* * * * *

Mr. Clerk:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, said Exhibit being a mortgage from the Defendants to First Federal Savings & Loan Association of Brooklyn dated January 24, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. ~~453~~ 453 folio 192, which mortgage has been assigned to the Plaintiff.

John B. Rowe
Attorney for Plaintiff.

Filed Nov. 8" 1949.

LIBER 110 PAGE 473
LIBER 453 PAGE 192

INSPECTED E. BOLSTLER C. P. A.

CITY OR COUNTY—FEE OR LEASEHOLD

This Mortgage, made this 24th day of January ,

in the year one thousand nine hundred and forty-eight , between

JOSEPH L. GAMBERDELLA and MARIE T. GAMBERDELLA, his wife, of

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

and First Federal Savings & Loan Association of Brooklyn,

a body corporate, duly incorporated, Mortgagee.

equity

No. 9821

Whereas the said Mortgagee

has this day loaned to the Mortgagors

the sum of Eighty-four hundred (8400) - - - - - - - - - - - - - - - - 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 Seventy-one (71) - - - - - - - - - - - - - - - - dollars plus 1/12 of the annual taxes, water 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 computed by the calendar month.

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

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, ~~ground rents~~, 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, 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.

Filed Nov. 8, 1949

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagors do(th) grant, convey and assign unto said Mortgagee,

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:

BEGINNING for the same on the southwest side of Bodkin Drive (40 feet wide) at the distance of 220 feet southeasterly from the southeast corner of Bodkin Drive and Harbor Road (40 feet wide) and running thence southeasterly binding on the southwest side of Bodkin Drive 97 feet to the northwest side of Southwest Road (30 feet wide) thence South 57 degrees 38 minutes West binding on said side of said Road about 400 feet to the water of Bodkin Creek, thence northwesterly binding thereon about 50 feet to intersect a line drawn southwesterly from the place of beginning parallel with Harbor Road and thence northeasterly reversing said line and binding thereon about 400 feet to the place of beginning.

Being Lot No. 1.

2

BEING the same lot of ground described in a deed dated October 4, 1947 and recorded among the Land Records of Anne Arundel County on December 18, 1947 was granted and conveyed by Eva Bell and husband to the within named Mortgagors.

LIBER 111 PAGE 474

IT IS AGREED, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment 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, [illegible]

3

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)

for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Mortgagee, 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 ~~ground rents~~ 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 Sections 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 James K. Cullen, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1924) 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 decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than fifty 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:

Nancy E. Hilton
Nancy E. Hilton

Joseph L. Gamberdella (SEAL)
Joseph L. Gamberdella
Marie T. Gamberdella (SEAL)
Marie T. Gamberdella
_____ (SEAL)
_____ (SEAL)

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 24th day of January LIBER 110 FAGE 476

in the year one thousand nine hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOSEPH L. GAMBERDELLA and MARIE T. GAMBERDELLA, 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 Thomas W. Davis, president of First Federal Savings & Loan Association of Brooklyn, 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.

Nancy E. Hilton, Notary Public.

My commission expires on

May 2, 1949.

Recorded January 28th, 1948 at 9-45 A.M.

MORTGAGE

FROM

JOSEPH L. GAMBERDELLA &

MARIE T. GAMBERDELLA, wife

TO

FIRST FEDERAL SAVINGS & LOAN

ASSOCIATION OF BROOKLYN

Block No.

Received for record January 28 1948 at 9-45 o'clock A.M.

Same day recorded in Liber J.W.H. No. 453 folio 192 &c. one of the Land Records of Baltimore

and examined per John W. Hughes Clerk.

Cost of Record $

ROWE, CULLEN & ROWE
Attorneys-at-Law
2 E. Lexington Street
Baltimore, Md.

Property:

Description approved

Execution approved

FOR VALUE RECEIVED, THE FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN does hereby assign the within mortgage unto JOHN B. ROWE, for the purpose of foreclosure.

AS WITNESS the corporate seal of said body corporate and the signature of LAWRENCE F. TIEMAN, Vice-President thereof this 17 day of November, 1949.

Witness:

James R. Cullen
JAMES R. CULLEN

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

By Lawrence F. Tieman
Lawrence F. Tieman, Vice-President

LIBER 110 PAGE 477

SHORT ASSIGNMENT

OF MORTGAGE

FROM

FIRST FEDERAL SAVINGS & LOAN

ASSOCIATION OF BROOKLYN

TO

JOHN B. ROWE, Attorney

BLOCK

Received for Record Nov. 4, 1949

at 10 *o'clock* A *M. Same day*

Recorded in Liber MSE No. 453

Folio 195 *etc., one of the* Anne Arundel Co.

Records of Baltimore City, and examined.

Per

Clerk.

1.00

1.75

Milit Affidavit under Soldiers' and Sailors' C l Relief Act of 1940
and Amendment thereto of October 6, 1942

LIBER 110 PAGE 478

JOHN B. ROWE, Assignee

vs.

JOSEPH L. GAMBERDELLA and

MARIE T. GAMBERDELLA, his wife

IN THE

Circuit Court ~~No. 2~~

FOR

~~BALTIMORE CITY~~ No. 9821
ANNE ARUNDEL COUNTY, IN EQUITY

Docket 13 Fol. 471

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 B. Rowe, Assignee

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 defendants ~~is~~ are not in the military service of the United States,

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

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

(4) said defendants ~~is~~ are not ~~a~~ members of the Enlisted Reserve Corps who has been ordered to report for military service.

John B. Rowe, Affiant.

Subscribed and sworn to before
me this 28th day of November 1949

Mary Ruth Mullineaux
Notary Public
Mary Ruth Mullineaux

Filed Nov 30, 1949.

13-471

LIBER 110 PAGE 479

JOHN B. ROWE, Assignee	*	IN THE
VS	*	CIRCUIT COURT
JOSEPH L. GAMBERDELLA and MARIE T. GAMBERDELLA, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	No. 9821 IN EQUITY

* * * * * * *

STATEMENT OF MORTGAGE debt

Amount of principal mortgage debt from Joseph L. Gamberdella and wife to First Federal Savings & Loan Association of Brooklyn, dated January 24, 1948		$8400.00
Interest from July 1, 1949, to December 2, 1949		206.88
Total		$8606.88
Less amount paid on account of principal	$391.12	
Balance to the credit of Mortgagor's Expense Account	92.48	
Total	$483.60	483.60
Balance due Mortgagee to December 2, 1949		$8123.28

Filed Nov. 30. 1949

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28th day of November, 1949, before me, a Notary Public of the State of Marylahd, in and for Howard County, personally appeared JOHN B. ROWE, 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.

Mary Ruth Mullineaux

Mary Ruth Mullineaux, Notary Public

1/

Mortgagee and Attorney's Bond.

1-369 1m-12-32

LIBER 110 PAGE 480

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM
Casualty Company

60 JOHN STREET
NEW YORK

No. 9821 Equity

Know All Men by These Presents:

That we John B. Rowe, Assignee, of 2 E. Lexington Street, 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 AND TWO HUNDRED AND 00/100 - - - - - - - - - - - - - - - - ($8,200.00) - - - - - - 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 25th day of November in the year nineteen hundred and forty-nine.

Whereas, the above bounden John B. Rowe

by virtue of the ~~power contained in~~ assignment to him, as Assignee, of a Mortgage from Joseph L. Gamberdella and Marie L. Gamberdella, his wife, to the First Federal Savings and Loan Association of Brooklyn,

bearing date the 24th day of January nineteen hundred and ~~forty-eight~~

and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 453 No. , Folio 192 ~~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 John B. Rowe, Assignee,

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

Mary Ruth Mullinaux
Attest:

M R Gosweiler
Assistant Secretary M.R. Gosweiler

John B. Rowe (Seal)
John B. Rowe, Assignee

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess (Seal)
Vice-President G. Lee Burgess

Filed & Approved this 30th day of Nov. 1949.
John H. Hopkins, 3rd. Clerk.

LIBER 110 PAGE 481

JOHN B. ROWE, ASSIGNEE * IN THE CIRCUIT COURT

VS. * FOR

JOSEPH L. GAMBERDELLA and * ANNE ARUNDEL COUNTY,
MARIE T. GAMBERDELLA, his wife # 9821 IN EQUITY

* * * * * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of John B. Rowe, Assignee of the mortgage filed in these proceedings, respectfully shows:

That after filing with the Clerk of this Honorable Court the bond required of him under the law, which bond was duly 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, said John B. Rowe, Assignee, did, pursuant to said notice, on Friday, December 2, 1949, at 3 o'clock p.m., attend on the premises and then and there sold by Public Auction the fee simple property mentioned and described in the mortgage filed in these proceedings, unto First Federal Savings & Loan Association of Brooklyn, at and for the sum of Eighty-one hundred fifty ($150) Dollars, the said purchaser at the price mentioned, being the highest bidder therefor.

Filed Dec 6 1949

Respectfully submitted,

John B. Rowe
Assignee of said Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 5th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County, personally appeared JOHN B. ROWE, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Mary Ruth Mullineaux
Mary Ruth Mullineaux, Notary Public

9

ORDER NISI

LIBER 110 PAGE 482

John B. Rowe,
Assignee

versus

Joseph L. Gamberdella
and Maria T. Gamberdella
his wife.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9821 Equity

Ordered, this 6th day of December, 1949, That the sale of the property mentioned in these proceedings made and reported by John B. Rowe, Assignee of Mortgage Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of January 1950 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 January 1950 next.

The report states that the amount of sales to be $ 8150.00

John H. Hopkins 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed Dec. 6, 1949.

(Final Order)

John B. Rowe,
Assignee

versus

Joseph L. Gamberdella
and wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of January, 1950, that the sale made and reported by the Trustee 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
A. J.

ORDER OF NISI
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9821 Equity
JOHN B. ROWE, Assignee
Vs.
JOSEPH L. GAMBERDELLA and MARIE T. GAMBERDELLA, his wife

Ordered, this 6th day of December, 1949, That the sale of the property mentioned in these proceedings made and reported by John B. Rowe, Assignee of Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of January, 1950 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 January 1950 next.

The report states that the amount of sales to be $8,150.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
d-21

Filed Jany. 13. 1950

No. MG. 7581

LIBER 110 PAGE 483 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30, 19 49

We hereby certify, that the annexed

Order Nisi - Eq # 9821

Sale

Joseph L. Gamberdella

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 January, 1950. The first insertion being made the 7th day of December, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

By T. L. Brown

In the Case of

LIBER 110 PAGE 484

John B. Rowe,
Assignee,

VS.

Joseph L. Gamberdella
-and
Marie T. Gamberdella, his wife

In the

Circuit Court

For

Anne Arundel County

No. 9821 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.

January 24, 1950

All of which is respectfully submitted.

Laura K. Fackler
Auditor.

Dr. John B. Rowe, Assignee, vs. Joseph L. Gamberdella and Marie T. Gamberdella, his wife

in ac.

To Assignee for Commissions, viz:	274	50		
To Assignee for Fee, viz:	50	00	324	50
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	26	00		
Capital-Gazette Press - order nisi (sale)	5	00		
Capital-Gazette Press - order nisi (acct)	5	00		
The Sun - advertising sale	11	00		
New Amsterdam Casualty Co.- bond premium	32	80		
T. C. W. Hobbs - auctioneer's fee	25	00		
One-half Federal revenue stamps	4	68		
One-half State revenue stamps	4	67		
Mary Ruth Mullineaux - notary fees	1	50		
Clerk of Court - recording assignment		75	116	40
To First Federal Savings & Loan Ass'n of Brooklyn, mortgagee - this balance	7,671	35	7,671	35
			8,150	00
Amount of mortgage claim filed	8,123	28		
Cr. Amount allowed as above	7,671	35		
Balance subject to decree in personam	451	93		

with John B. Rowe, Assignee Cr.

1949				
Dec.	2	Proceeds of Sale	8,150 00	8,150 00
				8,150 00

LIBER 110 PAGE 487

ORDER NISI

John B. Rowe,
Assignee,
VERSUS
Joseph T. Gamberdella
and
Marie T. Gamberdella, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9821 Equity.

ORDERED, This 26th day of January, 19 50, 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 27th 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 27th day of February next.

John H. Hopkins, 3rd. Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of July, 1955, 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~~ auditor 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 JUL 26 AM 11:52

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9821 Equity

LIBER 110 PAGE 488 OFFICE C

JOHN B. ROWE, Assignee
Vs.
JOSEPH L. GAMBERDELLA and
MARIE T. GAMBERDELLA, his wife

Ordered this 26th day of January, 1950, 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 27th 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 27th day of February next.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy, TEST;
JOHN H. HOPKINS, 3rd, Clerk.
F-15

I hereby certify that the above copy appeared in the Maryland Gazette February 1, 8 and 22, 1950. Subscribed and sworn to this 25th day of July, 1958.

Notary Public.

1958 JUL 25 AM 11:31

No. M. G. 6437

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 25, 1958

We hereby certify, that the annexed Order Nisi Eq. 9821 Auditor account

Joseph L. Gamberdella

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 27th day of February, 1950. The first insertion being made the 1st day of February, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

S. MICHAELIS,	*	IN EQUITY
also known as		
Siegfried Michaelis,	*	EQUITY NO. 12,546
Woodland Beach		
Edgewater, Maryland	*	
Plaintiff	*	

vs.

LAWRENCE EISENBERG
3411 Richmond Highway
Alexandria, Virginia
And any and all persons having or claiming to have any right, title and interest in Lots 2071, 2072 and 2073, Woodland Beach, First Election District, Anne Arundel County.

FRANK I. WILLIAMS
c/o Mary E. Scott
528 - 9th Street, S. E.
Washington, D. C.

ALBERT F. JOHNSON
R.F.D., Bailey's Cross Road, Virginia or
R.F.D. #2, Alexandria, Virginia

GILBERT C. WAITE,
also known as G. C. Waite,
Last known address: Edgewater, Maryland

SAMUEL G. WAITE,JR.,
also known as S. J. Waite, Jr.
Last known address: Edgewater, Maryland
And any and all persons having or claiming to have any right, title, and interest in and to Lots 3066 and 3067, Woodland Beach, First Election District, Anne Arundel County.

MARTHA COCHRANE
c/o Mrs. Jessie Brent
4302 Kennedy Street
Hyattsville, Maryland

THOMAS J. COCHRANE
P. O. Box 144
Morgantown, West Virginia

MARTHA J. COCHRANE
Ludlow, Massachusetts
And any and all persons having or claiming to have any right, title, and interest in and to Lots 1698 and 1699, Woodland Beach, First Election District, Anne Arundel County.

Defendants

FILED
1958 FEB 17 AM 11:05

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complainting says:

1. That he is an adult citizen of the State of Maryland and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 69-114 inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland (1951 Edition).

2. That on October 8, 1956, your Plaintiff, at a regular tax sale, purchased from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. 3102 - Lots 2071, 2072 and 2073, as shown on the plat of Woodland Beach, First Election District and assessed to Lawrence Eisenberg.

(2) Certificate No. 3103 - Lots 3066 - 3067, as shown on the plat of Woodland Beach, First Election District and assessed to Albert F. Johnson.

(3) Certificate No. 3104 - Lots 1698 - 1699 and Imps., as shown on the plat of Woodland Beach, First Election District and assessed to Martha & Amelia Cochrane.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: Numbers 3102, 3103 and 3104, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits" Numbers 1 - 3 inclusive and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

2

(1) That Lawrence Eisenberg is the record owner of Lots 2071, 2072 and 2073 as shown on the map of Woodland Beach, Sheet No. 2, recorded among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 9, by virtue of a deed from Zina M. Eisenberg and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 767, folio 473.

(2) That Frank I. Williams became the record owner of Lots 3066 and 3067, as shown on the Second Map of Woodland Beach, Sheet No. 1, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 12, by virtue of a deed from Warren Smadbeck dated July 7, 1933 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 112, folio 241. That said lots were thereafter sold at an annual tax sale on October 10, 1938, the purchaser at said tax sale being listed as S. J. Waite, Jr., the Order Nisi of said sale giving the name of G. C. Waite and a deed executed pursuant to said tax sale by Joseph H. Pepper, Treasurer to G. C. Waite, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 206, folio 425. In Equity No. 7966, Samuel G. Waite, Jr., Plaintiff, vs. Gilbert C. Waite, Samuel G. Waite, Jr. alleges that he should be the owner of said lots by virtue of said tax sale. Said Equity suit No. 7966 was never carried to conclusion to determine the rights as between Samuel G. Waite, Jr. and Gilbert C. Waite. By deed dated October 4, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 883, folio 471, G. C. Waite deeded said lots to Albert F. Johnson, who now appears to be the record owner of such interest as G. C. Waite, also known as Gilbert C. Waite, might have had.

(3) That Martha Cochrane and Amelia Cochrane became the record owners of Lots 1698 and 1699, Map of Woodland Beach, Sheet No. 2, recorded among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 9, by virtue of a deed dated April 10, 1933 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 126, folio 151. By the Last Will and Testament of Mary Amelia Cochrane, a copy of which is recorded with the Register of Wills for Anne Arundel County in Wills Book W.M.H. 1, folio 505, Mary Amelia Cochrane purports to give and devise "my beach house located at Highland Drive, Woodland Beach, Maryland" to her nephew Thomas J. Cochrane of Monongalia County, West Virginia. Nothing appears of record to indicate whether or not the co-tenant Martha Cochrane is living or dead or whether the Martha J. Cochrane, neice, of Ludlow, Massachusetts is one and the same persons named as Martha, co-tenant of Amelia Cochrane.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

3

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 8, 1956, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears unpaid for the years 1955 and 1956 to Anne Arundel County and the City of Annapolis, and Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
(1) 3102	$35.00	$31.43
(2) 3103	100.00	97.57
(3) 3104	90.00	80.08

7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
(1) 3102	$31.43
(2) 3103	97.57
(3) 3104	80.08

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on each of the above Certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoenae be issued and served upon the Defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having

or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

And as in duty bound, etc.

S. Michaelis

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Colonial 3-3957
Attorney for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

S. Michaelis, being first duly sworn and on oath, deposes and says that he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption, by him signed, and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

S. Michaelis

SUBSCRIBED and SWORN to before me this 15th day of February, 1958.

Mildred P. Brice
Notary Public

No. 12, 546 Equity

A 3102 CERTIFICATE OF TAX SALE

LIBER 110 PAGE 494

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October [illegible] 19[illegible], I sold to [illegible] at public auction for the sum of 35.09 Dollars and [illegible] Cents, of which 21.43 Dollars has been paid as a deposit on the property in Dist #1 described as [illegible] and assessed to [illegible].

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 [illegible], 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 [illegible] day of [illegible] 19[illegible]

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this [illegible] day of October, 19[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,

[illegible]
Notary Public.

My Commission Expires [illegible]

Plaintiff's Exhibit No. One (1)

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FILED
1958 FEB 17 AM 11 05

No. 12,546 Equity

A 3103 **CERTIFICATE OF TAX SALE**

LIBER 110 PAGE 495

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 8th 1956, I sold to S. Michaelis at public auction for the sum of 100.00 Dollars and _____ Cents, of which 97.57 Dollars has been paid as a deposit on the property in Dist #1 described as Lots 3066-3067 as shown on the plat of Woodland Beach

and assessed to Albert F. Johnson

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 9th 1957, 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 8 day of Oct 1956

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, 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,

Ruth McLaine
Notary Public.

My Commission Expires May 6, 1957

Plaintiff's Exhibit No. Two (2)

FILED
1958 FEB 17 AM 11:05

1

A 3104 **CERTIFICATE OF TAX SALE** No. 12,546 Equity

LIBER 110 PAGE 496

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1956, I sold to S. Michaelis at public auction for the sum of Edewater Md. 90.00 Dollars and _____ Cents, of which 80.08 Dollars has been paid as a deposit on the property in [illegible] described as Lots 1698-1699 & Dotted as shown on the plat of Woodland Beach

and assessed to Martha & Amelia Cochrane

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 9th 1957, 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 8 day of Oct 1956.

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, 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,

Ruth McLoring
Notary Public.

My Commission Expires May 6, 1957

Plaintiff's Exhibit No. Three (3)

FILED
1958 FEB 17 AM 11 05

8

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Attorney

LIBER 110 PAGE 497

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

S. MICHAELIS, * IN EQUITY
Also known as
Siegfried Michaelis, * EQUITY NO. 12546
Woodland Beach
Edgewater, Maryland *

Plaintiff *

***

vs.

LAWRENCE EISENBERG, 3411 Richmond Highway, Alexandria, Virginia

FRANK I. WILLIAMS, c/o Mary E. Scott, 528 - 9th Street, S. E., Washington, D. C.; ALBERT F. JOHNSON, R.F.D., Bailey's Cross Road, Virginia or R.F.D. #2, Alexandria, Virginia; GILBERT C. WAITE, also known as G. C. Waite, Last Known Address - Edgewater, Maryland; SAMUEL G. WAITE, JR., also known as S. J. Waite, Jr., Last Known Address - Edgewater, Maryland

MARTHA COCHRANE, c/o Mrs. Jessie Brent, 4302 Kennedy Street, Hyattsville, Maryland; THOMAS J. COCHRANE, P. O. Box 144, Morgantown, West Virginia; MARTHA J. COCHRANE, Ludlow, Massachusetts

AND any and all persons having or claiming to have any interest in the hereinafter described real estate, located in Anne Arundel County, Maryland.

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 8th day of October, 1956, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne ARundel County, to S. Michaelis, the Plaintiff in these proceedings, for taxes due for the years 1955 and 1956, by the following tax certificates and assessed and described on the Books of Assessment and Taxation as follows:

FILED
1958 FEB 19 AM 11:05

9

(1) Certificate No. 3102 - Lots 2071, 2072 and 2073, as shown on the Plat of Woodland Beach, First Election District, and assessed to Lawrence Eisenberg, and sold to the Plaintiff for $35.00, of which sum $31.43 has been paid on account.

(2) Certificate No. 3103 - Lots 3066 and 3067, as shown on the plat of Woodland Beach, First Election District and assessed to Albert F. Johnson, and sold to the Plaintiff for $100.00, of which sum $97.57 has been paid on account.

(3) Certificate No. 3104 - Lots 1698, 1699 and Imps., as shown on the Plat of Woodland Beach, First Election District and assessed to Martha and Amelia Cochrane, and sold to the Plaintiff for $90.00, of which sum $80.08 has been paid on account.

The Bill of Complaint states, among other things, that amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 8, 1956.

It is thereupon this 19th day of February, 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 of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 31st day of March, 1958, next, warning the said Frank I. Williams; Albert F. Johnson; Gilbert C. Waite, also known as G. C. Waite; Samuel G. Waite, also known as S. J. Waite, Jr.; Lawrence Eisenberg; Martha Cochrane; Thomas J. Cochrane; Martha J. Cochrane and any and all other persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property, to be and appear in this Court in person or by solicitor on or before the 1st day of May, 1958, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the properties and vesting in Plaintiff, S. Michaelis, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

C. MAURICE WEIDEMEYER
Attorney
236 Main Street
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND IN EQUITY

Equity No. 12,546

S. MICHAELIS, also known as SIEGFRIED MICHAELIS, Woodland Beach Edgewater, Maryland

Plaintiff

versus

LAWRENCE EISENBERG, 3411 Richmond Highway, Alexandria, Virginia

FRANK I. WILLIAMS c/o Mary E. Scott, 528 9th Street, S.E., Washington, D.C.; ALBERT F. JOHNSON, R. F. D., Bailey's Cross Road, Virginia or R. F. D. No. 2, Alexandria, Virginia; GILBERT C. WAITE, also known as G. C. Waite, Last Known Address — Edgewater, Maryland; SAMUEL G. WAITE, JR., also known as S. J. Waite, Jr., Last Known Address — Edgewater, Maryland

MARTHA COCHRANE, c/o Mrs. Jessie Brent, 4302 Kennedy Street, Hyattsville, Maryland; THOMAS J. COCHRANE, P.O. Box 144, Morgantown, West Virginia; MARTHA J. COCHRANE, Ludlow, Massachusetts

AND any and all persons having or claiming to have any interest in the hereinafter described real estate, located in Anne Arundel County, Maryland.

Defendants.

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 8th day of October, 1956, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to S. Michaelis, the Plaintiff in these proceedings, for taxes due for the years 1955 and 1956, by the following tax certificates and assessed and described on the Books of Assessment and Taxation as follows:

LIBER 110 PAGE 499 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 21, 1958

We hereby certify, that the annexed

Order of Publication

Eq. 12,546 Property

S. Michaelis

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

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LIBER 110 PAGE 500

(1) Certificate No. 3102 — Lots 2071, 2072 and 2073, as shown on the Plat of Woodland Beach, First Election District, and assessed to Lawrence Eisenberg, and sold to the Plaintiff for $35.00, of which sum $31.43 has been paid on account.

(2) Certificate No. 3103 — Lots 3066 and 3067, as shown on the plat of Woodland Beach, First Election District and assessed to Albert F. Johnson, and sold to the Plaintiff for $100.00, of which sum $97.57 has been paid on account.

(3) Certificate No. 3104 — Lots 1698, 1699 and Imps., as shown on the Plat of Woodland Beach, First Election District and assessed to Martha and Amelia Cochrane, and sold to the Plaintiff for $90.00, of which sum $80.08 has been paid on account.

The Bill of Complaint states, among other things, that amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 8, 1956.

It is thereupon this 19th day of February, 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 of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 31st day of March, 1958, next, warning the said Frank I. Williams; Albert F. Johnson; Gilbert C. Waite, also known as G. C. Waite; Samuel G. Waite, Jr., also known as S. J. Waite, Jr.; Lawrence Eisenberg; Martha Cochrane; Thomas J. Cochrane; Martha J. Cochrane and any and all other persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property, to be and appear in this Court in person or by solicitor on or before the 1st day of May, 1958, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the properties and vesting in Plaintiff, S. Michaelis, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-20

LIBER 110 PAGE 501

S. MICHAELIS	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
LAWRENCE EISENBERG, et al	*	IN
	*	EQUITY NO. 12,546

****

AFFIDAVIT TO COMPLY WITH GENERAL EQUITY RULE 10-A

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. Maurice Weidemeyer, Attorney for S. Michaelis, Plaintiff herein, first being duly sworn and on oath deposes and says:

That he mailed copies of the Bill of Complaint and Order of Publication by certified mail, return receipt requested, to Lawrence Eisenberg, Albert F. Johnson, Frank I. Williams, Thomas J. Cochrane and Martha J. Cochrane on the 21st day of February, 1958.

That said certified letters addressed to Lawrence Eisenberg, Albert F. Johnson and Frank I. Williams were returned undelivered as will more fully appear from the original envelopes filed with this affidavit.

That return receipts indicate that said certified letters were delivered to Martha J. Cochrane at Ludlow, Massachusetts and to Thomas J. Cochrane at Morgantown, West Virginia, who wrote to the Clerk of Court and who was advised further by letter from your Affiant, a copy of which letter is attached hereto.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to this 2nd day of June, 1958.

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Mildred P. Brice

Mildred P. Brice - Notary Public

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET – TELEPHONE COLONIAL 3-3957
ANNAPOLIS, MARYLAND

April 7, 1958

Mr. Thomas J. Cochrane
404 Junior Avenue
Morgantown, West Virginia

Re: Equity No. 12,546
1956 Tax Sale Certificate No. 3104
Lots 1698, 1699 & Imps. - Woodland Beach

Dear Mr. Cochrane:

I received a call from the office of the Clerk of Court for Anne Arundel County this morning advising that they have received a letter from you to the effect that you are interested in redeeming the above property from the tax sale and out of the foreclosure proceedings instituted against it.

The foreclosure proceedings are now in progress in the above equity suit and unless the property is redeemed no later than May 1, 1958, I will proceed as attorney for the tax sale purchaser to obtain a final decree of foreclosure so as to vest in the tax sale purchaser a good and merchantable title in fee simple.

You have, however, the right to redeem the property, but in order to redeem, you should employ a local attorney to represent you and have him file a petition in the case stating your interest in the property and asking for leave to redeem.

Also in order to redeem, certain costs and expenses, etc. have to be paid and while I cannot at this moment give you the exact figures, I can give you an approximation. The amounts necessary to redeem would be approximately as follows:

Amount of certificate	$80.08
Interest on same from date of certificate thru April	2.40
Court costs	15.00
Advertising order of Publication	31.00
Title examination	25.00
Attorney's fee (attorney for Plaintiff)	Up to 100.00

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Also in addition to the foregoing approximate amounts required to redeem your property, you will be required to pay in full the County and State taxes due for the years 1957 and 1958 and whatever fee is charged you by your own attorney.

Inasmuch as time is rapidly passing by in this case, would you kindly advise me upon receipt of this letter, whether you will definitely redeem or not and if you are definitely going to redeem I would appreciate your advising me as to which attorney will be representing you in the matter.

Very truly yours,

C. Maurice Weidemeyer
Attorney for S. Michaelis

CMW/ab

LIBER 110 PAGE 504

S. MICHAELIS	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
LAWRENCE EISENBERG, et al	*	IN
	*	EQUITY NO. 12,546

*****

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, Lawrence Eisenberg; Frank I. Williams; Albert F. Johnson; Gilbert C. Waite, also known as G. C. Waite; Samuel G. Waite, Jr., also known as S. J. Waite, Jr.; Martha Cochrane; Thomas J. Cochrane; Martha J. Cochrane and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Plaintiff on the 8th day of October, 1956, for non-payment of taxes due for the years 1955 and 1956.

And it further appearing that subpoenas issued out of this Court directed to the said resident Defendants, Gilbert C. Waite, also known as G. C. Waite; Samuel G. Waite, Jr., also known as S. J. Waite, Jr.; and Martha Cochrane, have been returned twice non est as will more fully appear from the Sheriff's returns filed herein, and that Defendants therefore are bound by the Order of Publication.

And it further appearing that said Defendants have failed to enter their appearance herein in person or by Solicitor,

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have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is, thereupon, this 3rd day of June, 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 Defendants, Lawrence Eisenberg; Frank I. Williams; Albert F. Johnson; Gilbert C. Waite, also known as G. C. Waite; Samuel G. Waite, Jr., also known as S. J. Waite, Jr.; Martha Cochrane; Thomas J. Cochrane; Martha J. Cochrane 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 the Plaintiff on the 8th day of October, 1956.

Benjamin Michaelson
JUDGE

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LIBER 110 PAGE 506

S. MICHAELIS, Also known as Siegfried Michaelis, Woodland Beach Edgewater, Maryland Plaintiff vs. LAWRENCE EISENBERG, et al Defendants	)	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY NO. 12,546

() () ()

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The Proceedings in this cause having been read and considered, and it appearing to the Court that the Defendants, Lawrence Eisenberg, Frank I. Williams, Albert F. Johnson, Thomas J. Cochrane, Martha J. Cochrane 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 subpoenas directed to the resident Defendants, Gilbert C. Waite, also known as G. C. Waite; Samuel G. Waite, Jr., also known as S. J. Waite, Jr; and Martha Cochrane, having been returned twice non est, and they having failed to appear thereto in the time limited by said Order of Publication, and the Court having found for the Plaintiff, it is thereupon, this 25th day of July, 1958, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the property mentioned herein of the Defendants, Lawrence Eisenberg; Frank I. Williams; Albert F. Johnson; Gilbert C. Waite, also known as G. C. Waite; Samuel G. Waite, Jr., also known as

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S. J. Waite, Jr.; Martha Cochrane; Thomas J. Cochrane; Martha J. Cochrane and all persons having or claiming to have any interest in the hereinafter described property, be and they are hereby foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described property, sold to the Plaintiff on the 8th day of October, 1956, to wit:

(1) Certificate No. 3102 - Lots 2071, 2072 and 2073, as shown on the Plat of Woodland Beach, First Election District and assessed to Lawrence Eisenberg.

(2) Certificate No. 3103 - Lots 3066 and 3067, as shown on the plat of Woodland Beach, First Election District and assessed to Albert F. Johnson.

(3) Certificate No. 3104 - Lots 1698, 1699 and improvements, as shown on the Plat of Woodland Beach, First Election District and assessed to Martha and Amelia Cochrane.

free and clear of all alienations and descents of said property occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned in this cause and public proceedings is subject.

It is further ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to S. Michaelis, also known as Siegfried Michaelis, Plaintiff, in these proceedings, a Deed of Conveyance to the aforesaid lots and 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 Plaintiff pay the costs of said suit in his behalf incurred.

Benjamin Michaelis
JUDGE

LIBER 110 PAGE 508

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Edmond E. Taylor and Imogene	*	ANNE ARUNDEL COUNTY
Taylor, his wife	*	Equity No. 12,602

* * * * * * * * *

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.

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LIBER 110 PAGE 509

LIBER 1002 PAGE 410

12,602 County

NO STAMPS REQUIRED

THIS MORTGAGE, Made this 20th day of February - - , in the year one thousand nine hundred and fifty-six -, between EDMOND E. TAYLOR AND IMOGENE TAYLOR, 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 Eight Thousand Nine Hundred Fifty ($8950.00) -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 Sixty-Four ($64.00) Dollars - - - - - - - - - - - commencing on the tenth day of March , 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 that lot of ground situate and lying in The Third Election District

of Anne Arundel County, Maryland , and described as follows:

BEGINNING BEING Lot No. Ten (#10), Block C, as shown on the second revised Plat of Bodkin Plains, recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 12.

BEING the same lot of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County was granted and conveyed by The White Villa Corporation, to the said mortgagors.

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

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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 of ground and premises unto the said mortgagee, its successors and assigns, subject to the payment of the annual ground rent of ninty dollars ($90), payable in equal, semi-annual installments on the 20th day of February and August in each and every year.

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 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 Eighteen ($18.00) 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 bankruptcy 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

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COUNSELLORS AT LAW
BALTIMORE 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.

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

Edmond E. Taylor (SEAL)

Imogene Taylor (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20th day of February, 1956 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Edmond E. Taylor and Imogene Taylor, 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

BETTY LOU VOGT NOTARY PUBLIC BALTIMORE CITY

My Commission Expires May 6, 1957.

Rec'd for record Feb 21 1956 at 10.45 A.M.

Mailed to Mezger & Mezger

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

5

LIBER 110 PAGE 513 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, its President, and its corporate seal affixed hereto this 26th day of March, 1958.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

E. Jane Rusinek

By: John P. Helmer

John P. Helmer, President

LIBER 110 PAGE 514 A (2)

MORTGAGE

From:

Edmond E. Taylor and

Imogene Taylor, his wife

To:

Arundel Federal Savings
and Loan Association
of Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 21 Day of FEB 1956, at 10.45 AM and the same day recorded in Liber G.T.C. No. 1002 Fol. 410 Land Records of Anne Arundel County

GEORGE T. CROMWELL, Clerk

RD. 7.50

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
200 WEST SARATOGA STREET
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

SHORT ASSIGNMENT

OF MORTGAGE

FROM

Arundel Federal Savings & Loan

Association of Baltimore City

TO

H. Allen Mezger, Assignee

THIRD ELECTION DISTRICT
~~BLOCK~~ ANNE ARUNDEL COUNTY

Received for Record 414

at _____ *o'clock* _____ *M. Same day*

Recorded in Liber ~~XXXXXX~~ *No.* 1002

Folio _____ *etc., one of the* _____

Records of ~~Baltimore City~~ Anne Arundel County *and examined.*

Per

_____ *Clerk.*

10M MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING 4TH FLOOR
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

100

STATEMENT OF MORTGAGE CLAIM

LIBER 110 PAGE 515 IN THE

H. Allen Mezger, Assignee

vs.

Edmond E. Taylor and Imogene Taylor, his wife

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 12,602

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 8,950.00
Less - Total Amount Paid on Account of Principal	$ 259.72	
Less - Credit Expense Account	4.73	264.45
Net Balance		$ 8,685.55
Plus accumulated interest to May 31st, 1958 (with interest thereafter at rate of 6% per annum)		131.01
Total amount of Mortgage Indebtedness		$ 8,816.56

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

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

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ COUNTY OF ANNE ARUNDEL, Sct.

I HEREBY CERTIFY, That on this ..... day of April ..... in the year nineteen hundred and fifty-eight ....., before me, a Notary Public ..... of the State of Maryland, in and for said ~~City of Baltimore~~ County of Anne Arundel, personally appeared Henry C. Bourke, Jr., Treasurer of 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.

FILED

1958 MAY -6 AM 10:58

As witness my hand and Notarial Seal.

E. Jane Rusinek, Notary Public.

My Commission Expires May 4th, 1959.

Milita_ Affidavit under Soldiers' and S._ _rs' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

LIBER 110 PAGE 516

H. Allen Mezger, Assignee

vs.

Edmond E. Taylor and Imogene Taylor, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 12,602
~~Docket~~ ..... ~~Fol~~ .....

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, *Affiant.*
President

Subscribed and sworn to before me

this ..... day of April 19 58

E. Jane Rusinek *Notary Public*

My Commission Expires May 4th, 1959.

FILED

1958 MAY -6 AM 10:58

9

Jud. 14042. Assignee

~~MORTGAGE OR ATTORNEY'S~~ BOND

LIBER 110 PAGE 517

LIBER 9 PAGE 295

Equity # 12602

No.

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 Eight thousand eight hundred and 00/100 ($8,800.00) - - - - - - - - - - - - - - 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 5th day of May 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 Edmond E. Taylor, and Imogene Taylor, his wife

to Arundel Federal Savings & Loan Association of Baltimore City

dated 2/20/56 and recorded in Liber GTC No. 1002 folio 410 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

is about to execute the power vested by assignment of power in him/in said mortgage;

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

Carol Swann

Bond Approved this 6th day of May 1958

George T. Cromwell Clerk

FILED

1958 MAY -6 AM 10:58

10

LIBER 110 PAGE 518

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Edmond E. Taylor and Imogene	*	ANNE ARUNDEL COUNTY
Taylor, his wife	*	Equity No. 12,602

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

CERTIFICATION

We hereby certify, that on this 9th day of May, 1958, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City the leasehold property described as follows:

> ALL THAT LOT OF GROUND AND IMPROVEMENTS situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEING Lot No. Ten (10), Block C, as shown on the second revised Plat of Bodkin Plains, recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 12. Subject to an annual ground rent of $90.00.

at and for the price of Three Thousand ($3,000.00) 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 Three Thousand ($3,000.00) 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 MAY 13 AM 9:31

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Edmond E. Taylor and Imogene	*	ANNE ARUNDEL COUNTY
Taylor, his wife	*	Equity No. 12,602

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Edmond E. Taylor and Imogene Taylor, 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 Edmond E. Taylor and Imogene Taylor, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated February 20th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1002, folio 410, which mortgage was then duly assigned on March 27th, 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, May 9th, 1958, at 2:30 o'clock P.M. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, tobether with the improvements thereon, subject to an annual ground rent of $90.00, 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 Three Thousand ($3,000.00) 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.

FILED

1958 MAY 13 AM 9:31

H. Allen Mezger, Assignee

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

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 12th day of May, 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, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Report of sale, and he 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.

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

ORDER NISI

H. Allen Mezger, Assignee

versus

Edmond E. Taylor and Imogene Taylor, his wife

LIBER 110 PAGE 521
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No 12,602 Equity

Ordered, this 13th day of May, 19 58, 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 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

The report states that the amount of sales was $ 3,000.00

George F Cromwell Clerk

True Copy,

FILED 1958 MAY 13 AM 9:31 TEST Clerk

(Final Order)

H. Allen Mezger, Assignee

versus

Edmond E. Taylor and Imogene Taylor, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of June, 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
JUN 17
1958 AM 12 28
Clerk Error

14

MEZGER AND MEZGER
Attorneys
200 W. Saratoga Street
Baltimore 1, Maryland

Assignee's Mortgage Sale

OF VALUABLE LEASEHOLD RESIDENTIAL PROPERTY

IMPROVED WITH A FRAME APPROVED ROOF DWELLING, LOCATED LOT NO. 10, BLOCK C, OF BODKINS PLAINS, SOUTHWEST OF LAKE AVENUE, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in the mortgage dated February 20th, 1956, from Edmond E. Taylor and Imogene Taylor, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1002, folio 410, 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

Fri., May 9th, 1958, at 2:30 o'clock P.M.

All that lot of ground and improvements situate and lying in the Third Election District of Anne Arundel County, Maryland, and described as follows: Being Lot No. ten (10) Block C, as shown on the secong revised Plat of Bodkin Plains, recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 12. Subject to an annual ground rent of $90.00.

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required of the purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6% per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

15

H. ALLEN MEZGER,
Assignee.

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

M-8

LIBER 110 PAGE 522 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 14, 1958

We hereby certify, that the annexed

Assignee's Mortgage Sale
Equity 13,661
Edmond E. Taylor

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 9th day of May, 1958. The first insertion being made the 17th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 MAY 14 PM 2:58

H. Tilghman

LIBER 110 PAGE 523

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. 12,602 Equity

H. ALLEN MEZGER, Assignee
versus
EDMOND E. TAYLOR and IMOGENE TAYLOR, his wife

Ordered, this 13th day of May, 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 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.

The report states that the amount of sale was $3,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Jn-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,602

Edmond E. Taylor

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 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. 23-58 1958 JUN 10 PM 12:39

16

In the Case of

H. Allen Mezger,
Assignee
VS.
Edmond E. Taylor
and
Imogene Taylor, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,602 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.

June 26, 1958

All of which is respectfully submitted.

Laura K. Jakelunas
Auditor.

FILED

1958 JUN 30 AM 11:31

Dr.

H.-Allen Mezger, Assignee vs. Edmond E. Taylor and Imogene Taylor, his wife

in ac.

To Assignee for Fee, viz:	50 00		
To Assignee for Commissions, viz:	120 00		170 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	41 24		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Maryland Casualty Co. - bond premium	35 20		
E.T. Newell & Co.,Inc. - auctioneer's fee	25 00		
Clerk of Court - recording assignment	1 00		
One-half Federal documentary stamps	1 65		
One-half State documentary stamps	1 65		
E. Jane Rusinek - notary fees	1 00		
Elaine E. Seeger - notary fee	50		121 24
To Assignee for Taxes, viz: 1958 State and County taxes ($127.48) - adjusted-4 months 9 days	45 63		45 63
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	2,611 63		2,611 63
			3,000 00
Amount of mortgage claim filed	8,816 56		
Cr. Amount allowed above	2,611 63		
Balance subject to decree in personam	6,204 93		

18

with

H. Allen Mezger, Assignee

Cr.

1958				
May	9	Proceeds of Sale	3,000 00	3,000 00
				3,000 00

LIBER 110 PAGE 526

ORDER NISI

H. Allen Mezger,

Assignee

VERSUS

Edmond E. Taylor

and

Imogene Taylor, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,602 Equity.

ORDERED, This 30th day of June, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

1958 JUN 30 AM 11:32

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4th day of August 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 4th day of August next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of August, 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 JUN 30 1958

Benjamin Michaelson

Judge

OFFICE OF

Maryland Gazette

LIBER 110 PAGE 527 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 6, 1958

We hereby certify, that the annexed

Order Nisi - Circuit Court Eq. 12602

Edmond E. Taylor

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 4th day of August, 1958. The first insertion being made the 31st day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,602 Equity

H. ALLEN MEZGER, Assignee
versus
EDMOND E. TAYLOR and IMOGENE TAYLOR, his wife.

Ordered, this 30th day of June, 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 4th day of August 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 4th day of August next.

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

FILED
1958 AUG -6 PM 3:12

No. M. G. 4377

21

LIBER 110 PAGE 528

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY Plaintiff, vs. WILLIAM S. MOORE and CATHERINE C. MOORE, his wife Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Docket_____ Folio_____ Case No. 12,584 Filed_____

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the plaintiff respectfully represents:

That on the 11th day of August, 1952, the defendants executed and delivered to The Moss-Rouse Company, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $6,100.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition.

This mortgage was assigned to The Mutual Benefit Life Insurance Company, Newark, New Jersey on the 11th day of August, 1952.

That the Defendants have defaulted in the payment of the mortgage debt.

WHEREFORE, your Petitioner prays that a Decree may be passed for the sale of said property in accordance with the terms of said mortgage.

AND, AS IN DUTY BOUND, etc.

Franklin G. Allen

Franklin G. Allen

FILED

1958 MAR 26 PM 3:57

LIBER 701 PAGE 207

FHA Form No. 2127-H
(Revised June 1950)

No. 12,584 Equity

LIBER 110 PAGE 529

MORTGAGE

THIS MORTGAGE, Made this 11th day of August, A. D. 1952, by and between WILLIAM S. MOORE and CATHERINE C. MOORE, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE MOSS-ROUSE COMPANY,

a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for borrowed money in the principal sum of Six Thousand, One Hundred * * * * * * Dollars ($ 6,100.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four & one-quarter per centum (4¼%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Moss-Rouse Company, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-seven and 82/100 Dollars ($ 37.82), commencing on the first day of September, 1952, and 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 August, 1972. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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 ($1.00) 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 that lot(s) of ground situate, lying and being in County of Anne Arundel, in the State of Maryland aforesaid, and described as follows, that is to say:

16—55800-4

BEGINNING for the same on the northwest side of Riverside Road, 50 feet wide, at the distance of 210 feet southwesterly from the southwest side of Edgevale Road, 40 feet wide, and at a point in a line with the center of the partition wall between the house on the lot being described and the house on the lot adjoining on the northeast; thence southwesterly, binding on the northwest side of Riverside Road, 16 feet to a point in a line with the center of another partition wall; thence northwesterly, to and through the center of said wall to the end thereof, and continuing the same course, in all, 90 feet to the southeast side of an alley 15 feet wide; thence northeasterly, binding thereon, with the use thereof in common with others, 16 feet to a point in a line with the center of the partition wall first herein mentioned; thence southeasterly, to and through the center of said wall, and continuing the same course, in all, 90 feet to the place of beginning. Being and comprising house and lot known as No. 224 Riverside Road.

FOR title to the said mortgagors, see the two following deeds:

(1) Deed of assignment dated August 11, 1952, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, from Earl K. Clark and wife.

(2) Deed dated AUGUST 11, 1952, and recorded or intended to be recorded among the aforesaid Land Records prior hereto, from C. Braddock Jones and wife.

AND WHEREAS said mortgagors have this day made and passed unto the said mortgagee, their negotiable promissory note in the aforesaid principal sum, bearing even date herewith, payable in monthly instalments, with interest as hereinabove mentioned, and intended to be secured hereby

Petitioner's Exhibit No 1.

FILED

1958 MAR 26 PM 3:57

*Delete italicized words if Mortgagee is not a Building and Loan Association.

2

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. 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 the Mortgagee's security.

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, 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 at any other time.

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

(*b*) 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) 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.

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

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 two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) 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 balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That 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; and 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 on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

4. That 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.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. 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 the 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.

6. That upon a default in any of the covenants 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; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 4 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 4 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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LIBER 110 PAGE 532

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

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 R. Dorsey Watkins 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 a 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 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), 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 Mortgagor 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.

LIBER 701 PAGE 210

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

Witness:

James H. Ridgely, Jr. [SEAL]
JAMES H. RIDGELY, JR.

William S. Moore [SEAL]
William S. Moore

Catherine C. Moore [SEAL]
Catherine C. Moore

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 11th day of August, 19 52 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared WILLIAM S. MOORE and CATHERINE C. MOORE, his wife, the above-named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Harry H. Batchelor, 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.

James H. Ridgely, Jr.
JAMES H. RIDGELY, JR. Notary Public.

Recorded-14th-Aug.-1952-at-1:30-P.M.

App. 2179
Written by: NPH
Approved by:

FOR VALUE RECEIVED, and without recourse, The Moss-Rouse Company hereby assigns the within mortgage and the debt thereby secured unto The Mutual Benefit Life Insurance Company, Newark, N.J., its successors and assigns.

WITNESS the corporate seal of The Moss-Rouse Company and the signature of its President or Vice-President hereto this 11th day of August, 1952.

TEST:
Margaret A. Bosies
Margaret A. Bosies

THE MOSS-ROUSE COMPANY
By L. P. Naylor III
L. P. Naylor III Vice-President.

Recorded-14th-Aug.-1952-at-1:30-P.M.

3 M116035

This form may be used as the security instrument in connection with mortgages to be insured under Section 8, Section 203, Section 603, and Section 603 pursuant to Section 610 of the National Housing Act, and in connection with "individual mortgages" to be insured under Section 213 and Section 611 of the National Housing Act.

STATE OF MARYLAND

Loan No.

MORTGAGE

WILLIAM S. MOORE and CATHERINE C. MOORE, wife, TO THE MOSS-ROUSE COMPANY (s/a to Mutual Benefit Life Insurance Co.)

Received for Record Aug. 14, 1952 at 1:30 o'clock P. M. Same day recorded in Liber No. 701 Folio 207 etc., one of the Records of Baltimore City and examined per J. H. H. Clerk.

Cost of Records, $ 1.20 S/A

No. 14 Day
Received for Record 14th Day of Aug. 1952 at 1:30 P. M. and recorded in Liber No. 701 Folio 210, Land Records of Baltimore City and examined per J. H. H. Clerk
Insured
as amended
FEDERAL HOUSING COMMISSIONER
By
Authorized Agent.
Date
Reference is made to the Act and to the Regulations thereunder covering amounts of the insurance protection on this note.

U. S. GOVERNMENT PRINTING OFFICE 16—65500-4

LIBER 110 PAGE 533

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY	:	IN THE
	:	CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM S. MOORE and CATHERINE C. MOORE, his wife	:Docket	Folio
	Case No.	12,384
Defendants	:Filed	

: : : : : : : : : : : : :

DECREE FOR SALE OF MORTGAGED PREMISES

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 27th day of March, 1958, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceecings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Charles T. Albert and Joseph H. Young, or either of them, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of ~~Two~~ Five Thousand ~~and Five Hundred~~ Dollars ($5,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale at the premises, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be all cash, and the unpaid

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balance of sale price to bear interest from the day of sale and to be paid upon ratification of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such 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 Trustees 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 or personal representatives the property and estate to him, her or them sole, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause. In the event that sale of the mortgaged property is made to a purchaser other than the mortgagee, the penalty of the bond filed in this case shall be increased in an amount sufficient to cover the amount of the sale.

Benjamin Michael [illegible]
Judge

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LIBER 110 PAGE 535

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY Plaintiff vs. WILLIAM S. MOORE and CATHERINE C. MOORE, his wife Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Docket _____ Folio _____ Case No. 12,584 Filed _____

: : : : : : : : : : : : :

STATEMENT OF MORTGAGE DEBT

As of April 28, 1958

William S. Moore
224 Riverside Road
Brooklyn, Maryland

Original amount of mortgage		$6,100.00
LESS		
Credit balance in expense account	31.49	
Total principal payments	1,244.34	1,275.83
		$4,824.17
PLUS		
Interest due from October, 1957 thur April 28, 1958 @ 4-1/4% on $4,855.66	101.96	
Late charges for Nov., Dec., Jan., Feb., Mar., and April	5.88	107.84
		$4,932.01

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 25th day of April, 1958, and before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared , President of the James W. Rouse & Co., Inc. and agent of 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.

V. Kathryn Chapman
Notary Public

My Commission expires:
May 4th 1959

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1958 APR 26 AM 9:37

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LIBER 110 PAGE 536

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
WILLIAM S. MOORE and CATHERINE C. MOORE, his wife	:	ANNE ARUNDEL COUNTY
Defendants	:	Docket Folio Case No. 12,584 Filed

: : : : : : : : : : : : :

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 HARRY H. BATCHELOR, Vice President of the James W. Rouse & Co., Inc., and made oath in due form of law that he knows of 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.

Harry H. Batchelor
Vice President of James W. Rouse & Co., Inc.

Subscribed and sworn to before me this 25th day of April, 1958.

V. Kathryn Chapman
Notary Public

My Commission expires:
May 4th 1959

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1958 APR 26 AM 9:37

Trustee's Bond 1-371-Md.

KNOW ALL MEN BY THESE PRESENTS: No. 12,584 Equity

THAT WE Charles T. Albert and Joseph H. Young, Maryland Trust Building, Baltimore, Maryland, as principal, and New Amsterdam Casualty Company a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND AND 00/100 ($5,000.00) 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, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 23rd day of April in the year of our Lord one thousand nine hundred and fifty-eight.

LIBER 110 PAGE 531
LIBER 9 PAGE 291

WHEREAS, the above bounden Charles T. Albert and Joseph H. Young by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County-Md, has been appointed trustee s to sell property #224 Riverside Road, Brooklyn, Anne Arundel County - Maryland

mentioned in the proceedings in the case of Mutual Benefit Life Insurance Company *vs.* William S. Moore and Catherine C. Moore his wife now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Charles T. Albert and Joseph H. Young do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them 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:

Charles T. Albert (SEAL)

Joseph H. Young (SEAL)

NEW AMSTERDAM CASUALTY COMPANY (SEAL)

by: R.H.Nichols Attorney-in-Fact (SEAL)

Signed, sealed and delivered in the presence of

As to Surety:

M. S. Kraus

Anne Arundel Co Md.

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....

.....
Assistant Secretary

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1958 APR 26 AM 9:45

Bond approved this 26th day of April 1958.
George T. Cromwell, Clerk

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LIBER 110 PAGE 538

No. 12,584 Equity

CONTRACT OF SALE

ANNE ARUNDEL CO. MD.
~~Baltimore~~, APRIL 28 1958

I/We ADAM H. WEBBER have this day purchased at Public Auction for the price of $ 4,950.00 the property No. 224 RIVERSIDE RD. BROOKLYN, A.A. Co., MD.
From THE MUTUAL BENEFIT LIFE INS. CO.
of which a deposit of $500.00/100 Dollars has been paid. Balance of purchase money to be paid upon ratification of sale by the Circuit Court ANNE ARUNDEL Co. STATE OF MD.
All rents, taxes and expenses to be adjusted to date of SALE.

_____ Advertisement of _____, is hereby incorporated herein.

Signed: Adam H. Webber (Seal)
Purchaser

_____ (Seal)
Purchaser

Witness:
as to signatures and
receipt of deposit.

_____ (Seal)

_____ (Seal)

Harry A. Batchelor

I hereby Certify that I did sell at public auction on the 28 day of April, 1958 the property known as 224 Riverside Road, Brooklyn, A.A. Co. Md. for the sum of $4950.00/100 to the highest bidder

Harry A. Batchelor
Witness

Ray Campbell, AUCTIONEER

FILED
1958 APR 29 AM 9:58

LIBER 110 PAGE 539

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
WILLIAM S. MOORE and CATHERINE C. MOORE, his wife	:	Docket Folio Case No. 12,584
Defendants	:	Filed

: : : : : : : : : : : : :

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of Charles T. Albert and Joseph H. Young, Trustees appointed by the decree in the above entitled cause, to make sale of the mortgaged property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their 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 Capital - Gazette Press, Inc., a newspaper printed and published in Annapolis, Maryland for more than three successive weeks preceding the day of sale, said Trustees did, pursuant to said notice on Monday, the 28th day of April, 1958, at 4:00 o'clock P.M., sell the property mentioned in these proceedings, that is to say:

Your Trustees offered, at public sale, to the highest bidder, the property mentioned in the mortgage dated the 11th day of August, 1952, and delivered to The Moss-Rouse Company and recorded among the Land Records of Anne Arundel County in Liber 701, Page 207 and assigned unto The Mutual Benefit Life Insurance Co. on the 14th day of August, 1952.

And your Trustee sold said property unto Adam H. Weber at and for the sum of Four Thousand Nine Hundred and Fifty Dollars ($4,950.00), said person being at that price the highest bidder therefor.

AND as in duty bound, etc.

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1958 APR 29 AM 9:58

Charles T. Albert

Charles T. Albert, Trustee

12

Joseph H. Young, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, That on this 27th day of August, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES T. ALBERT and JOSEPH H. YOUNG, Trustees, 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.

AS WITNESS my hand and Notarial Seal.

Notary Public

B

ORDER NISI

LIBER 110 PAGE 541

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

versus

WILLIAM S. MOORE and CATHERINE C. MOORE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,584 Equity

Ordered, this 29 day of April, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Charles T. Albert and Joseph H. Young Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $ 4,950.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 APR 29 AM 9:58

TEST: Clerk.

(Final Order)

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

versus

WILLIAM S. MOORE and CATHERINE C. MOORE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3d day of June, 1958, that the sale made and reported by the Trustees 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 allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson JUDGE

FILED 1958 JUN -3 PM 3.19

14

PIPER & MARBURY, Solicitors
900 First National Bank Bldg.
Baltimore 2, Md.

Trustee's Sale

OF FEE SIMPLE PROPERTY

By virtue of a decree of the Circuit Court of Anne Arundel County passed on this 27th day of March, 1958, in the case entitled The Mutual Benefit Life Insurance Company vs. William S. Moore and Catherine C. Moore, his wife, the undersigned Trustees will sell at public auction at the premises on

Monday, April 28, 1958 at 4:00 P.M.

The property is described as follows:

"ALL that lot of ground situate and lying in Anne Arundel County in the State of Maryland, the improvements thereon being known as 224 Riverside Road, Brooklyn, Maryland. For a more complete description see the mortgage from William S. Moore and Catherine C. Moore, his wife to The Moss-Rouse Company dated the 11th day of August, 1952 and recorded among the Land Records of Anne Arundel County in Liber 701, Page 207 and assigned to the said plaintiff.

THE IMPROVEMENTS consist of an attractive two story, six room brick row house. There is a full basement and oil heat.

TERMS: A cash deposit of $500.00 will be required by purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rent, ground rents, and all other liens or charges, public or otherwise, including special paving taxes, if any, will be adjusted to day of sale.

CHARLES T. ALBERT &
JOSEPH H. YOUNG,
Trustees
ROBERT H. CAMPBELL,
Auctioneer A-24

No. M. G. 1503

15

OFFICE OF

Maryland Gazette

Published by LIBER 110 PAGE 542

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

#12,5

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 30, 1958

We hereby certify, that the annexed Trustee's Sale

William S. Moore

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 28th day of April, 1958. The first insertion being made the 3rd day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 MAY -1 PM 2:10

H. Tilghman

LIBER 110 PAGE 543

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. 12,584 Equity

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY
versus
WILLIAM S. MOORE and CATHERINE C. MOORE, his wife

Ordered, this 29th day of April, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Charles T. Albert and Joseph H. Young, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $4,950.00.

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

M-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,584

William S. Moore

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 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. G. 1983

1958 MAY 29 PM 3:22

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LIBER 110 PAGE 544

In the Case of

The Mutual Benefit Life Insurance Company

vs.

William S. Moore and Catherine C. Moore, his wife

In the

Circuit Court

For

Anne Arundel County

No. 1 2,584 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.

June 21, 1958

All of which is respectfully submitted.

Auditor.

FILED

1958 JUN 30 AM 11:05

17

Dr. The Mutual Benefit Life Insurance Company and Catherine C. Moore, his wife vs. William S. Moore in ac.

To Trustees for Fee, in lieu of fee and Commissions, as agreed, viz:	50	00	50	00
To Trustees 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 Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	40	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	16	59		
New Amsterdam Casualty Co. - bond premium	20	00		
Robert H. Campbell - auctioneer's fees	35	00		
The Maryland Title Guarantee Co. - judgment and Lien Report	2	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Francis C. Gallagher - notary fees		50	134	59
To Trustees for Benefit Charges, viz:				
Metered water to 4/28/58 - 1 month 11 days	1	32	1	32
xx [illegible] To The Mutual Benefit Life Insurance Co., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	4,803	04	4,803	04
			5,044	95
Amount of mortgage claim filed	4,932	01		
Cr. Amount allowed above	4,803	04		
Balance subject to decree in personam	128	97		

18

with

Charles T. Albert and Joseph H. Young, Trustees

Cr.

1958					
Apr.	28	Proceeds of Sale	4,950 00		
		Interest on deferred payment of $4,450.00 to 6/10/58	31 88	4,981	88
		Refund 1958 State and County taxes ($93.83) - 8 months 2 days	63 07	63	07
				5,044	95

ORDER NISI LIBER 110 PAGE 541

The Mutual Benefit Life Insurance Company

VERSUS

William S. Moore and Catherine C. Moore, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,584 Equity.

1958 JUN 30 AM 11:05 FILED

ORDERED, This 30 day of June, 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 4th day of August 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 4th day of August next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of August, 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 AUG 12 PM 12 32

Vernon Mitchell Cox

Judge

30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 110 PAGE 548

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1958

We hereby certify, that the annexed Order Nisi Eq. 12,584 Auditor Account William S Moore

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 4th day of August, 1958. The first insertion being made the 3rd day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,584 Equity

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY
versus
WILLIAM S. MOORE and CATHERINE C. MOORE, his wife

Ordered, this 30th day of June, 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 4th day of August 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 4th day of August next.

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

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No. M.G. 4378

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LIBER 110 PAGE 549

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ALL STATES CORPORATION	:	(In Equity)

No. 12,524 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 All states Corporation to Baltimore Federal Savings and Loan Association, dated June 15th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1038 folio 500.

Walter S. Calwell
Attorney Named in Mortgage

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LIBER 110 PAGE 550

1035 500

No. 12,524 Equity

THIS MORTGAGE, Made this 15th day of June, in the year one thousand, nine hundred and fifty-six, between ALL STATES CORPORATION, a body corporate, duly incorporated under the Laws of 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 ONE HUNDRED SIXTY THOUSAND ($160,000.00) 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 four and one-half percent (4½%) until January 1, 1957 and thereafter at the rate of five percent (5) per annum in the manner following:

By the payment of TWELVE HUNDRED SIXTY-FIVE and 28/100 ($1265.28) Dollars, commencing on the first day of January, 1957, 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 those parcels of ground situate and lying in the Third Election District of Anne Arundel County, in said State, and described as follows:

BEGINNING for the first at an iron pipe here found which marks the easternmost corner of that conveyance from Henry E. Ciocarone and Elizabeth M. Ciocarone, his wife, to the Guaranteed Realty Corporation by deed dated September 15, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.

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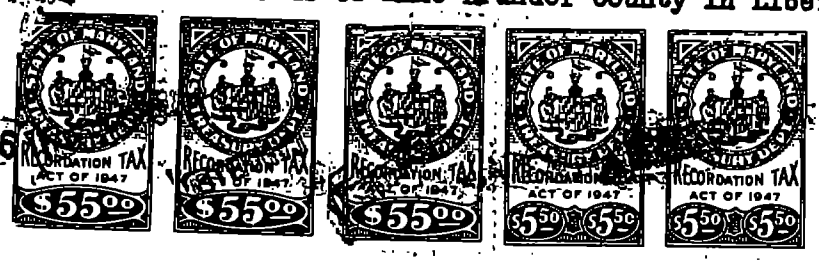
Plaintiff's Exhibit A



644, folio 369; said pipe also marks the eastsrnmost corner of Lot "F" and the southernmost corner of Lot "E" as shown on a plat of the Gates Property recorded among the Land Records of Anne Arundel County in Liber G.W. No. 30, folio 433. Thence from the point of beginning so fixed, leaving said conveyance from Ciccarone and said Lot "F", and binding on part of the northwest outline of that conveyance from Samuel Schenker to the Guaranteed Realty Corporation by deed dated October 5, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 648, folio 237, reversely, North forty-six degrses no minutes no seconds East forty-nine and ninety-one one-hundredths feet to intersect the west side of North Street; said last mentioned line is the common boundary between the land of Walter E. Quenstedt, the land of Annie B. Gates, and the land of the Guaranteed Realty Corporation; thence leaving said westernmost outline and binding on said side of said North Street, and still with the outline of said conveyance from Schenker, South six degrees thirty minutes thirty seconds East fifty-one and seventy-fivs one-hundredths feet to a point which marks the easternmost corner of the aforementioned conveyance from Schenker; said point also marks the northernmost corner of that conveyance from Emma Graff, Widow, to Annie E. Amos by deed dated October 30, 1903 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 34, folio 288; thence leaving said North Street and binding on ths southernmost outline of the aforementioned conveyance from Schenker, and also with the northernmost outline of the aforementioned conveyance to Annie E. Amos, South fifty-two degrees nine minutes forty seconds West seventy-five and thirty-two one-hundredths feet to a point; said point marks the southernmost corner of the aforementioned conveyance from Schenker; said point also marks the westernmost corner of said conveyance to Annie Amos; said last mentioned line is the common boundary between the land of the Calvary Methodiet Church and the Guaranteed Realty Corporation; thence leaving said conveyance to Annie Amos, still binding on the outlines of said conveyance from Schenker, reversely, as now surveyed, North forty degrees twenty-five minutes no seconds West thirty-two and ninety-five one-hundredths feet to a point which marks the westernmost corner of said last mentioned conveyance; said last mentioned line is the common boundary betwesn the land of the Calvary Methodist Church and the land of the said Guaranteed Realty Corporation; said point also marks the southernmost corner of that conveyance from Margaret Baker, et al, to the Guaranteed Realty Corporation by deed dated January 25, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 664, folio 532; thence leaving said conveyance from Schenker and binding on the southwest outline of said conveyance from Baker, reversely, as now surveyed, North forty degrees twenty-five minutes no seconds West sixty-nine and ninety-two one-hundredths feet to intersect the southeast side of College Avenue; said last mentioned line is the common boundary between the land of the Calvery Methodist Church and the land of the said Guaranteed Realty Corporation; thence binding on the northwest outline of said conveyance from Baker, reversely, and also binding on the northwest outline of the aforementioned conveyance from Ciccarone, reversely, and binding on the southeast side of said College Avenue North forty-six degrees no minutes no seconds East fifty-four and fifty one-hundredths feet to a point which marks the northernmost corner of said conveyance from Ciccarone; thence leaving said Collsge Avenue and binding on the aforementioned northeast outline of said conveyance from Ciccarone, reversely, as now surveyed, and with the common boundary bstween the land of Walter E. Qusnstedt and the land of the Guaranteed Realty Corporation; South forty degrees twenty-five minutes no seconds East sixty-nine and ninety-two one-hundredths feet to the point of beginning.

BEING the same parcel of land which by a Deed dated of even date herewith and recorded or intended to be rscorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Guarantsed Realty Corporation unto the within named mortgagor.

BEGINNING for the second at a point on the west side of North Street; said point marks the southeastmost corner of that conveyance from Reinhart Achenback, et al, to Annie B. Gates by deed dated May 19, 1903 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 30, folio 438; said point also marks the northernmost corner of that conveyance from Samuel Schenker to the Guaranteed Realty Corporation by deed dated October 5, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 648, folio 237; said point being located North forty-six degrees no minutes no seconds East forty-nine and ninety-one one-hundredths feet measured along the northwest outline of said conveyance from Schenker from an iron pipe here found in said northwest outline which marks the easternmost corner of that conveyance from Henry E. Ciccarone and Elizabeth M. Ciccarone, his wife, to the Guaranteed Realty Corporation by deed dated September 15, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 644, folio 369; said pipe also marks the southernmost corner of that conveyance from Charles B. Gates and Annie B. Gates, his wife, to Walter E. Quenstedt and Mary Quenstedt, his wife, by deed dated May 9, 1922 and recorded among the Land Records of Anne Arundel County in W.N.W. No. 56, folio 116. Thence from the point of beginning so fixed, leaving said North Street and binding on the common boundary between the land of said Guaranteed Realty Corporation and the land of the said Annie B. Gates, with part of the southeast outline of the aforementioned conveyance to Annie B. Gates from Reinhart Achenback, et al, South forty-six degrees no minutes no seconds West twenty-seven and eight one-hundredths feet to a point which marks the easternmost corner of the aforementioned conveyance to Quenstedt; thence leaving the outline of said Guaranteed Realty Corporation, and binding on the northeast outline of the aforementioned conveyance to Quenstedt, as now surveyed, North forty degrees twenty-five minutes no seconds West sixty-nine and ninety-two one-hundredths feet to intersect the southeast side of College Avenue; said point marks the northernmost corner of the aforementioned conveyance to Quenstedt; said last mentioned line is the common boundary between the land of the said Walter E. Quenstedt and the land of the said Annie B. Gates; thence leaving said conveyance to Quenstedt, binding on part of the northwest outline of the aforementioned conveyance to Annie B. Gates, and binding on the southeast side of said College Avenue, North forty-six degrees no minutes no seconds East twenty-eight and twenty-five one-hundredths feet to a point which marks the northernmost corner of the said conveyance to Annie B. Gates from Reinhart Achenback, et al; said point also marks the westernmost corner of that conveyance from Charles B. Gates and Annie B. Gates, his wife, to Jacqueline Qualey by deed dated June 16, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414, folio 144; said point also marks the intersection formed by the southeast side of said Avenue with the partition wall of the existing double house; thence leaving said Avenue, binding on the northeast outline of said conveyance to Annie B. Gates, as now surveyed, and binding on the partition wall of the existing double house, and the prolongation thereof, and also with the common boundary between the land of the said Annie B. Gates and the land of the said Jacqueline Qualey, South forty-two degrees twenty-two minutes forty seconds East sixty-five and no one-hundredths feet to intersect the west side of North Street; thence leaving said conveyance to Qualey, still binding on the outlines of said conveyance to Annie B. Gates, as now surveyed, and with the west side of said North Street, South six degrees thirty minutes thirty seconds East six and five one-hundredths feet to the point of beginning.

BEING or intending to be the same lot of ground which the Mortgagor herein acquired by virtue of the two following deeds: (1) deed dated April 23, 1956 and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from Annie B. Gates, Widow; (2) confirmatory deed dated the 12th day of June, 1956 and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from Annie B. Gates, Widow.

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BEGINNING for the third at a point in the southwest outline of the second parcel described in that conveyance from J. Donaldson Parr and wife to All States Corporation by deed dated January 6, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 738, folio 265; said point is located South fifty-eight degrees nineteen minutes fifty seconds East four hundred twenty-five and thirty-three one-hundredths feet measured along the third or North fifty degrees fifty-two minutes no seconds West four hundred twenty-nine and eighteen one-hundredths foot line described in that conveyance from James G. Anderson and wife to Carl S. Thomas and wife by deed dated March 3, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 300, folio 448, from the end thereof; said point of beginning also marks the intersection formed by said third line with the Right-of-Way line of the Through Highway, Revell Highway, as shown on the State Roads Commission Plat No. 10989. Thence from the point of beginning so fixed leaving said Right-of-Way Line and binding on part of said southwest outline, with meridian corrected, North fifty-eight degrees nineteen minutes fifty seconds West two hundred and sixty-two one-hundredths feet; thence leaving said outline for a line of division, as now made, North twenty-two degrees thirty-nine minutes fifty seconds East one hundred twenty-seven and sixty-six one-hundredths feet to intersect the southwest Right-of-Way Line of the County Road (Black Bottom Road, fifty feet wide), and as more particularly described in the second parcel of that conveyance from All States Corporation to the County Commissioners of Anne Arundel County by deed dated July 1, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 846, folio 250; thence binding on said Right-of-Way Line, South forty-nine degrees fifty-five minutes thirty seconds East one hundred twenty-three and fifty-six one-hundredths feet to a point of tangency; thence along a regular curve to the right having a radius of three hundred thirty-three and fifty one-hundredths feet, a distance of seventy-eight and eighty-four one-hundredths feet; thence leaving said County Road and binding on the Right-of-Way of the Through Highway as shown on the aforementioned State Roads Commission Plat No. 10989 South seventeen degrees sixteen minutes ten seconds West ninety and twenty-five one-hundredths feet to the point of beginning.

Containing 0.49 of an acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, in October, 1955.

BEING a part of the second parcel described in that conveyance from J. Donaldson Parr and Nancy A. Parr, his wife, to All States Corporation by deed dated January 6, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 738, folio 265.

BEGINNING for the fourth at a fence post found where the south side of Revell Highway as shown on a State Roads Plat No. 9893, revised in January 28, 1952, is intersected by the last line of a conveyance from Alfred Johnson to the Board of Education of Anne Arundel County by deed dated January 4, 1927 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 11, folio 464; said fence post being South sixty-four degrees fourteen minutes East one hundred ninety-four and forty-eight one-hundredths feet along said south Right-of-Way Line as shown on said plat from the centerline of Whitehall County Road as now paved; said point also being North seventy-six degrees thirty-nine minutes fifty seconds West, sixty-two and ninety-one one-hundredths feet from the center of the south end of a twenty-four inch concrete culvert pipe running under the Revell Highway; and running from said beginning point so fixed with the south side of said Highway, and parallel to and one hundred ten feet south of the center of the grassy strip lying between the east and west bound lanes, South sixty-four degrees fourteen minutes no seconds East, three hundred forty and eighty-six one-hundredths feet to a monument set; thence leaving said Highway, South twenty-one degrees twenty-three minutes no seconds West, two hundred five and fifty-four one-hundredths feet to a

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monument set in the fence line on the north boundary of the Orlando Ridout property; thence with said fence line, North sixty-six degrees thirty minutes no seconds West, three hundred forty-eight and five tenths feet to a fence post at the interseotion of said fence with a second fence line running along the west boundary of the Skidmore School property; said post being North sixty-six degrees thirty minutes no seconds West, five feet from a monument set in the first mentioned fence line; thence with said second fence line which is accepted as the last line of the above mentioned conveyance from Johnson to the Board of Education, North twenty-three degrees thirty-five minutes no seconds East, two hundred eighteen and eighty-eight/one-hundredths feet to the place of beginning. Containing 1.71 acres, more or less.

BEING the same parcel of ground which by a Deed dated June 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 950, folio 320 was granted and conveyed by The Board of Eduoation of Anne Arundel County to the within named Mortgagor.

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 lots of ground and premises unto the said Mortgagee, its successors and assigns forever in fee simple.

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.

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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 $1600.00 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)~~ corporate seal of the said ALL STATES CORPORATION, Mortgagor, and the signature of J. Donaldson Parr, its President.

WITNESS:

EDMUND M. WARD

ALL STATES CORPORATION (SEAL)

By: J. Donaldson Parr (SEAL)
J. Donaldson Parr, President

(SEAL)

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LIBER 110 PAGE 556

LIBER 1038 PAGE 506

STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of June, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~city~~ County aforesaid, personally appeared J. Donaldson Parr, President of ALL STATES CORPORATION, the herein named Mortgagor, and he acknowledged the aforegoing mortgage to be its corporate 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.

EDLUND E. DARE Notary Public.

Rec'd for record June 22 1956, at 11:15 A.M.
Mailed to Callahan & Calwell

MORTGAGE

FROM ALL STATES CORPORATION

TO BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record JUN 22 1956 at 11:15 o'clock A.M. Same day recorded in Liber No. 1038 Folio 506 etc., one of the Land Records of Baltimore County and examined per GEO. L. GROMWELL, CLERK

Cost of Record, $ 17.50, Clerk

CALLAHAN AND CALWELL
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STS.
BALTIMORE 2, MD.

FORM 105 10-55

WALTER S. CALWELL,

LIBER 110 PAGE 557

Attorney Named in Mortgage

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

ALL STATES CORPORATION

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association**

under the mortgage from **All States Corporation**

to **Baltimore Federal Savings and Loan Association**

dated the **15th** day of **June** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1038** Folio **503** .

Amount of Mortgage	**$160,000.00**
Less amount paid on principal	**- - - -**
	160,000.00
Plus - interest to 4/9/1958	13,100.00
	173,100.00
Plus - fire insurance advanced	553.45
	173,653.45

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **8th** day of **April** 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 APR -9 AM 11:06

Clara M. Link

Notary Public

Clara M. Link

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~~Mortgagee~~ Attorney's Bond.

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LIBER 110 PAGE 558

NEW AMSTERDAM CASUALTY COMPANY

LIBER 262942 9 PAGE 277

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

No. 12,524 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

ONE HUNDRED & SEVENTY-FOUR THOUSAND AND 00/100 ($174,000.00) 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 7th day of April 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 All States Corporation to the Baltimore Federal Savings & Loan Association

bearing date the 15th day of June nineteen hundred and fifty-eight

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1038, Folio 503, and

Properties on Revell Highway A. A. 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

~~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. Kruck

Walter S. Calwell (Seal)

(Seal)

(Seal)

As to Surety:
M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

FILED
1958 APR -9 AM 11:06

Bond filed and approved
This 9th day of April 1958
George F. Cromwell

LIBER 110 PAGE 559

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ALL STATES CORPORATION	:	(In Equity)

No. 12,524

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 15th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1038 folio 503 from said All States Corporation 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 9th day of April, 1958 commencing at two P.M., attend on the premises and then and there sold the fee simple properties ~~property~~ situate, lying and being in Anne Arundel County

described in the aforementioned Mortgage and more particularly, at length and individually described in the attached advertisment of sale.

FILED

1958 APR 12 AM 11:05

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BY THE TERMSOF SALE, a cash deposit of ten per cent was required of the purchaser on the purchase price of each of said lots or the entire purchase price as the case may be 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 properties were sold, as an entirety, to Baltimore Federal Savings and Loan Association, all in fee simple, at and for the sum of One Hundred Fifty Thousand ($150,000.00) 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 10th day of April, 1958, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage, 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 thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE

Clara M. Link - Notary Public

R

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE IMPROVED AND UNIMPROVED LAND

SITUATE IN ANNE ARUNDEL COUNTY A PORTION THEREOF CONTAINING TWO FILLING OR SERVICE STATIONS, ONE COMPLETED AND THE OTHER PARTIALLY COMPLETED, ON OR NEAR REVELL HIGHWAY, ALSO KNOWN AS STAR MEMORIAL HIGHWAY, ROUTE 50, CONNECTING ALTERNATE 301; AND ALSO ON COUNTY ROAD KNOWN AS BLACK BOTTOM ROAD AT SKIDMORE; AND ALSO VERY VALUABLE IMPROVED PROPERTY LYING IN THE CITY OF ANNAPOLIS, CONSISTING OF OFFICE BUILDINGS AND DWELLINGS

Under and by virtue of the power and authority contained in a Mortgage from All States Corporation to Baltimore Federal Savings and Loan Association, dated June 15th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1038 folio 503 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday,

APRIL 9th, 1958

five one-hundredths feet to the point of beginning.

Containing 0.49 of an acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, in October, 1955.

Improved by a partially completed gasoline and oil service station; subject to the rights, if any, of the Gulf Oil Corporation under a Lease to it from All States Corporation, dated February 26th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1016 folio 207.

The above property is also subject to the following easements of non-access, slope, drainage, etc., set out and contained in the following:

(a.) Deed from James G. Anderson and wife to the State Roads Commission, recorded in Liber J. H. H. No. 283 folio 267

(b.) Deed from Frederick E. Voges and wife to the State Roads Commission, recorded in Liber J. H. H. No. 291, folio 200.

(c.) Deed from Carl S. Thomas and wife to the State Roads Commission, recorded in Liber J. H. H. No. 612 folio 360

(d.) Deed from All States Corporation to the State Roads Commission, recorded in Liber J.H.H. No. 657 folio 476

To certain easement area and rights of ways as set forth in a Deed dated June 1, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 763 folio 545 from All States Corporation, et al to State of Maryland to the use of the State Roads Commission

Deed dated March 15th, 1955 and recorded in Liber J.H.H. No. 910 folio 34 from All States Corporation to Corneal J. Mack prohibiting the use of said property for a motel etc.

Various Utility Agreements between the present and/or previous property owners and the Chesapeake and Potomac Telephone Company and the Consolidated Gas Electric Light and Power Company, all of record; the dates and places of record and specific names of the parties thereto will be announced at time and place of sale.

Any portion of the above property, as described, that lies in the beds of Mill Bottom and Black Bottom Roads is offered for sale, subject to the use thereof in common with others.

BEGINNING for the second at a concrete monument previously set on the South right-of-way line of outer roadway and appurtenances; as shown on S. R. C. Plat No. 9893 said monument marks the end of the first or South 64 degree 14 minute East 340.86 foot line described in that conveyance from The Board of Education of Anne Arundel County to All States Corporation by deed dated June 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 950, folio 320; thence from the point of beginning leaving said right-of-way line and binding on part of the second line of said conveyance to All States Corporation South 21 degrees 23 minutes West 110.0 feet; thence leaving said second line and parallel to the aforementioned right-of-way line North 64 degrees 14 minutes West 150.0 feet; thence parallel with the first line of the herein described parcel North 21 degrees 23 minutes East 110.00 feet to intersect the aforementioned right-of-way line; said point is located South 64 degrees 14 minutes East 190.86 feet measured along said first line from the beginning thereof; thence binding on part of said first line and said right-of-way line South 64 degrees 14 minutes East 150.0 feet to the point of beginning.

Containing 0.3777 of an acre of land, more or less, within the bounds of this description.

Improved by a completed gasoline and oil service station, now in carone and Elizabeth M. Ciccarone, his wife, to the Guaranteed Realty Corporation by deed dated September 15, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 644, folio 369; said pipe also marks the easternmost corner of Lot "F" and the southernmost corner of Lot "E" as shown on a plat of the Gates Property recorded among the Land Records of Anne Arundel County in Liber G. W. No. 30, folio 433. Thence from the point of beginning so fixed, leaving said conveyance from Ciccarone and said Lot "F", and binding on part of the northwest outline of that conveyance from Samuel Schenker to the Guaranteed Realty Corporation by deed dated October 5, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 648, folio 237, reversely, North forty-six degrees no minutes no seconds East forty-nine and ninety-one one-hundredths feet to intersect the west side of North Street; said last mentioned line is the common boundary between the land of Walter E. Quenstedt, the land of Annie B. Gates, and the land of the Guaranteed Realty Corporation; thence leaving said westernmost outline and binding on said side of said North Street, and still with the outline of said conveyance from Schenker, South six degrees thirty minutes thirty seconds East fifty-one and seventy-five one hundredths feet to a oint which marks the easternmost corner of the aforementioned conveyance from Schenker; said point also marks the northernmost corner of that conveyance from Emma Graff, Widow, to Annie E. Amos by deed dated October 30, 1903 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 34, folio 288; thence leaving said North Street and binding on the southernmost outline of the aforementioned conveyance from Schenker, and also with the northernmost outline of the aforementioned conveyance to Annie E. Amos, South fifty-two degrees nine minutes forty seconds West seventy-five and thirty-two one-hundredths feet to a point; said point marks the southernmost corner of the aforementioned conveyance from Schenker; said point also marks the westernmost corner of said conveyance to Annie Amos; said last mentioned line is the common boundary between the land of the Calvary Methodist Church and the Guaranteed Realty Corporation; thence leaving said conveyance to Annie Amos, still binding on the outlines of said conveyance from Schenker, reversely, as now surveyed, North forty degrees twenty-five minutes no seconds West thirty-two and ninety-five one-hundredths feet to a point which marks the westernmost corner of said last mentioned conveyance; said last mentioned line is the common boundary between the land of the Calvary Methodist Church and the land of the said Guaranteed Realty Corporation; said point also marks the southernmost corner of that conveyance from Margaret Baker, et al, to the Guaranteed Realty Corporation by deed dated January 25, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 664, folio 532; thence leaving said conveyance from Schenker and binding on the southwest outline of said conveyance from Baker, reversely, as now surveyed, North forty degrees twenty-five minutes no seconds West sixty-nine and ninety-two one-hundredths feet to intersect the southeast side of College Avenue; said last mentioned line is the common boundary between the land of the Calvary Methodist Church and the land of the said Guaranteed Realty Corporation; thence binding on the northwest outline of said conveyance from Baker, reversely, and also binding on the northwest outline of the aforementioned conveyance from Ciccarone, reverse- Records of Anne Arundel County in W. N. W. No. 56, folio 116. Thence from the point of beginning so fixed, leaving said North Street and binding on the common boundary between the land of said Guaranteed Realty Corporation and the land of the said Annie B. Gates, with part of the southeast outline of the aforementioned conveyance to Annie B. Gates from Reinhart Achenback, et al, South forty-six degrees no minutes no seconds West twenty-seven and eight one-hundredths feet to a point which marks the easternmost corner of the aforementioned conveyance to Quenstedt; thence leaving the outline of said Guaranteed Realty Corporation, and binding on the northeast outline of the aforementioned conveyance to Quenstedt, as now surveyed, North forty degrees twenty-five minutes no seconds West sixty-nine and ninety-two one-hundredths feet to intersect the southeast side of College Avenue; said point marks the northernmost corner of the aforementioned conveyance to Quenstedt; said last mentioned line is the common boundary between the land of the said Walter E. Quenstedt and the land of the said Annie B. Gates; thence leaving said conveyance to Quenstedt, binding on part of the northwest outline of the aforementioned conveyance to Annie B. Gates, and binding on the southeast side of said College Avenue, North forty-six degrees no minutes no seconds East twenty-eight and twenty-five one-hundredths feet to a point which marks the northernmost corner of the said conveyance to Annie B. Gates from Reinhart Achenback, et al; said point also marks the westernmost corner of that conveyance from Charles B. Gates and Annie B. Gates, his wife, to Jacqueline Qualey by deed dated June 16, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414, folio 144; said point also marks the intersection formed by the southeast side of said Avenue with the partition wall of the existing double house; thence leaving said Avenue, binding on the northeast outline of said conveyance to Annie B. Gates, as now surveyed, and binding on the partition wall of the existing double house, and the prolongation thereof, and also with the common boundary between the land of the said Annie B. Gates and the land of the said Jacqueline Qualey, South forty-two degrees twenty-two minutes forty seconds East sixty-five and no one-hundredths feet to intersect the west side of North Street; thence leaving said conveyance to Qualey, still binding on the outlines of said conveyance to Annie B. Gates, as now surveyed, and with the west side of said North Street, South six degrees thirty minutes thirty seconds East six and five one-hundredths feet to the point of beginning.

Improved by a two and one-half story stucco on frame semi-detached dwelling, containing 7 rooms, 1 bath, now under rental (amount of rental and nature of tenacy will be announced at time and place of sale) known as No. 83 College Avenue.

This property is subject to the right of the owners and occupants of property known as No. 87 College Avenue, immediately adjoining to the southwest, in and to that portion of this lot used as a driveway between the garage on 87 College Avenue and North Street.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or anywise appertaining.

TERMS OF SALE — The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of ten (10) per cent will be required of the purchaser or purchasers at the

Beginning At 2 P.M.

all the following fee simple tracts or parcels of land on Revell Highway — BEGINNING for the first at a point in the southwest outline of the second parcel described in that conveyance from J. Donaldson Parr and wife to All States Corporation by deed dated January 6, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 738, folio 265; said point is located South fifty-eight degrees nineteen minutes, fifty seconds East four hundred twenty-five and thirty-three one-hundredths feet measured along the third or North fifty degrees fifty-two minutes no seconds West four hundred twenty-nine and eighteen one - hundreths foot line described in that conveyance from James G. Anderson and wife to Carl S. Thomas and wife by deed dated March 3, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 300, folio 448, from the end thereof; said point of beginning also marks the intersection formed by said third line with the Right-of-Way line of the Through Highway, Revell Highway, as shown on the State Roads Commission Plat No. 10389. Thence from the point of beginning so fixed leaving said Right-of-Way Line and binding on part of said southwest outline, with meridian corrected, North fifty-eight degrees nineteen minutes fifty seconds West two hundred and sixty-two one-hundredths feet; thence leaving said outline for a line of division, as now made, North twenty-two degrees thirty-nine minutes fifty seconds East one hundred twenty-seven and sixty-six one-hundredths feet to intersect the southwest Right-of-Way Line of the County Road (Black Bottom Road, fifty feet wide), and as more particularly described in the second parcel of that conveyance from All States Corporation to the County Commissioners of Anne Arundel County by deed dated July 1, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 846, folio 250; thence binding on said Right-of-Way Line, South forty-nine degrees fifty-five minutes thirty seconds East one hundred twenty-three and fifty-six one-hundredths feet to a point of tangency; thence along a regular curve to the right having a radius of three hundred thirty-three and fifty one-hundredths feet, a distance of seventy-eight and eighty-four one-hundredths feet; thence leaving said County Road and binding on the Right-of-Way of the Through Highway as shown on the aforementioned State Roads Commission Plat No. 10389 South seventeen degrees sixteen minutes ten seconds West ninety and twenty-

operation; subject to the rights, if any, of Gulf Oil Corporation under a Lease to it from All States Corporation, dated February 26, 1956 and recorded in Liber G. T. C. No. 213.

BEGINNING for the third at a point in the south Right-of-Way Line of the Outer Roadway and Appurtenances, as shown on the State Roads Commission Plat No. 9893; said point marks the beginning of the first or South 64 degree 14 minute East 340.86 foot line described in that conveyance from The Board of Education of Anne Arundel County to All States Corporation by deed dated June 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 950, folio 320. Thence from the point of beginning so fixed, binding on part of said first line, and also binding on said south Right-of-Way Line, as shown on said S. R. C. Plat No. 9893, South 64 degrees 14 minutes East 190.86 feet to a point which marks the end of the third or North 21 degree 23 minute East 110.0 foot line described in a Lease from All States Corporation to the Gulf Oil Corporation dated February 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1016, folio 213; thence leaving said first line, and said Right-of-Way Line, binding on the outlines, reversely, of said Lease, the following two courses and distances: South 21 degrees 23 minutes West 110.0 feet, and thence South 64 degrees 14 minutes East 150.0 feet to intersect the second or South 21 degree 23 minute West 205.54 foot line described in the aforementioned conveyance from The Board of Education; said point is located South 21 degrees 23 minutes West 110.0 feet measured along said second line from a monument, previously set, at the beginning thereof; thence leaving the outlines of said Lease, binding on part of said second line South 21 degrees 23 minutes West 95.54 feet to a monument, previously set; thence still with the outlines of said conveyance from the Board of Education, the following two courses and distances: North 66 degrees 30 minutes West 348.5 feet, and thence North 23 degrees 35 minutes East 218.88 feet to the point of beginning.

Containing 1.3323 acres of land, more or less, within the bounds of this description; said property being unimproved.

THEREAFTER BEGINNING AT THREE P.M.,

all the following fee simple parcels of land: and improvements in the City of Annapolis—

BEGINNING for the fourth at an iron pipe here found which marks the easternmost corner of that conveyance from Henry E. Ciccarone, and binding on the southeast side of said College Avenue North forty-six degrees no minutes no seconds East fifty-four and fifty one-hundredths feet to a point which marks the northernmost corner of said conveyance from Ciccarone; thence leaving said College Avenue and binding on the aforementioned northeast outline of said conveyance from Ciccarone, reversely, as now surveyed, and with the common boundary between the land of Walter E. Quenstedt and the land of the Guaranteed Realty Corporation; South forty degrees twenty-five minutes no seconds East sixty-nine and ninety-two one-hundredths feet to the point of beginning.

Improved by

(1) A newly constructed one story brick office building, flat roof, containing 2 offices, hot water heat, air conditioned (amount of rentals collected for each, if any, and type of tenancy or term of Lease, if any, will be announced at time and place of sale), known as No. 93 College Avenue.

(2) A one story office building, flat roof, hot water heat, now vacant, known as No. 89 College Avenue

(3) A two story stucco on frame dwelling, containing 7 rooms and 2 baths, hot water heat, slate roof, known as No. 7 North Street — property now vacant.

BEGINNING for the fifth at a point on the west side of North Street; said point marks the southeastmost corner of that conveyance from Reinhart Achenback, et al, to Annie B. Gates by deed dated May 19, 1903 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 30, folio 438; said point also marks the northernmost corner of that conveyance from Samuel Schenker to the Guaranteed Realty Corporation by deed dated October 5, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 648, folio 237; said point being located North forty-six degrees no minutes no seconds East forty-nine and ninety-one one-hundredths feet measured along the northwest outline of said conveyance from Schenker from an iron pipe here found in said northwest outline which marks the easternmost corner of that conveyance from Henry E. Ciccarone and Elizabeth M. Ciccarone, his wife, to the Guaranteed Realty Corporation by deed dated September 15, 1951 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 644, folio 369; said pipe also marks the southernmost corner of that conveyance from Charles B. Gates and Annie B. Gates, his wife, to William E. Quenstedt and Mary Quenstedt, his wife, by deed dated May 9, 1922 and recorded among the Land

time and place of sale, balance of the purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of 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

A-3

ORDER NISI

LIBER 110 PAGE 563

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

ALL STATES CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,524 Equity

Ordered, this 12th day of April, 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 19th 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 19th day of May next.

The report states that the amount of sales ~~xxxx~~ was $ 150,000.00

Filed 12 April 1958 11:03 A.M.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

ALL STATES CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of May, 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 MAY 20 PM 12:34

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 110 PAGE 564

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 21, 1958

We hereby certify, that the annexed

Attorney's Sale

All States Corporation

J. Donaldson Pass

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 April, 1958. The first insertion being made the 20th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 APR 22 PM 2:42

By A. U. Tilghman

Legal Notice

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE IMPROVED AND UNIMPROVED LAND

SITUATE IN ANNE ARUNDEL COUNTY A PORTION THEREOF CONTAINING TWO FILLING OR SERVICE STATIONS, ONE COMPLETED AND THE OTHER PARTIALLY COMPLETED, ON OR NEAR REVELL HIGHWAY, ALSO KNOWN AS STAR MEMORIAL HIGHWAY, ROUTE 50, CONNECTING ALTERNATE 301; AND ALSO ON COUNTY ROAD KNOWN AS BLACK BOTTOM ROAD AND SKIDMORE: AND ALSO VERY VALUABLE IMPROVED PROPERTY LYING IN THE CITY OF ANNAPOLIS, CONSISTING OF OFFICE BUILDINGS AND DWELLINGS

Under and by virtue of the power and authority contained in a Mortgage from All States Corporation to Baltimore Federal Savings and Loan Association, dated June 15th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1038 folio 503 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday, APRIL 9th, 1958 Beginning At 2 P.M.

all the following fee simple tracts or parcels of land on Revell Highway — BEGINNING for the first at a point in the southwest outline of the second parcel described in that conveyance from J. Donaldson Parr and wife to All States Corporation by deed dated January 6, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 738, folio 265; said point is located South fifty-eight degrees nineteen minutes fifty seconds East four hundred twenty-five and thirty-three one-hundredths feet measured along the third or North fifty degrees fifty-two minutes no seconds West four hundred twenty-nine and eighteen one - hundreths foot line described in that conveyance from James G. Anderson and wife to Carl S. Thomas and wife by deed dated March 3, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 300, folio 448, from the end thereof; said point of beginning also marks the intersection formed by said third line with the Right-of-Way line of the Through Highway, Revell Highway, as shown on the State Roads Commission, Plat No. 10989. Thence from the point of beginning so fixed leaving said Right-of-Way Line and binding on part of said southwest outline, with meridian corrected, North fifty-eight degrees nineteen minutes fifty seconds West two hundred and sixty-two one-hundredths feet; thence leaving said outline for a line of division, as now made, North twenty-two degrees thirty-nine minutes fifty seconds East one hundred twenty-seven and sixty-six one-hundredths feet to intersect the southwest Right-of-Way Line of the County Road (Black Bottom Road, fifty feet wide); and as more particularly described in the second parcel of that conveyance from All States Corporation to the County Commissioners of Anne Arundel County by deed dated July 1, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 846, folio 250; thence binding on said Right-of-Way Line, South forty-nine degrees fifty-five minutes thirty seconds East one hundred twenty-three and fifty-six one-hundredths the dates and places of record and specific names of the parties thereto will be announced at time and place of sale.

Any portion of the above property, as described, that lies in the beds of Mill Bottom and Black Bottom Roads is offered for sale, subject to the use thereof in common with others.

BEGINNING for the second at a concrete monument previously set on the South right-of-way line of outer roadway and appurtenances; as shown on S. R. C. Plat No. 9893 said monument marks the end of the first or South 64 degree 14 minute East 340.86 foot line described in that conveyance from The Board of Education of Anne Arundel County to All States Corporation by deed dated June 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 950, folio 320; thence from the point of beginning leaving said right-of-way line and binding on part of the second line of said conveyance to All States Corporation South 21 degrees 23 minutes West 110.0 feet; thence leaving said second line and parallel to the aforementioned right-of-way line North 64 degrees 14 minutes West 150.0 feet; thence parallel with the first line of the herein described parcel North 21 degrees 23 minutes East 110.00 feet to intersect the aforementioned right-of-way line; said point is located South 64 degrees 14 minutes East 190.86 feet measured along said first line from the beginning thereof; thence binding on part of said first line and said right-of-way line South 64 degrees 14 minutes East 150.0 feet to the point of beginning.

Containing 0.3777 of an acre of land, more or less, within the bounds of this description.

Improved by a completed gasoline and oil service station, now in operation; subject to the rights, if any, of Gulf Oil Corporation under a Lease to it from All States Corporation, dated February 26, 1956 and recorded in Liber G. T. C. No. 213.

BEGINNING for the third at a point in the south Right-of-Way Line of the Outer Roadway and Appurtenances, as shown on the State Roads Commission Plat No. 9893; said point marks the beginning of the first or South 64 degree 14 minute East 340.86 foot line described in that conveyance from The Board of Education of Anne Arundel County to All States Corporation by deed dated June 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 950, folio 320. Thence from the point of beginning so fixed, binding on part of said first line, and also binding on said south Right-of-Way Line, as shown on said S. R. C. Plat No. 9893, South 64 degrees 14 minutes East 190.86 feet to a point which marks the end of the third or North 21 degree 23 minute East 110.0 foot line described in a Lease from All States Corporation to the Gulf Oil Corporation dated February 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1016, folio 213; thence leaving said first line, and said Right-of-Way Line, binding on the outlines, reversely, of said Lease, the following two courses and distances: South 21 degrees 23 minutes West 110.0 feet, and thence South 64 degrees 14 minutes East 150.0 feet to intersect the second or South 21 degree 23 minute West 205.54 foot line described in the aforementioned conveyance from The Board of Education; said point is located South 21 degrees 23 minutes West 110.0 feet measured along said second line from a monument, previously set, at the beginning thereof; thence leaving the outlines of said Lease, binding on part of said second line South 21 degrees 23 minutes West 95.54 feet to a monument, previously set; thence still with the outlines of said conveyance from the Board of Education, the following two courses and distances: North 66 degrees 30 minutes West 348.5 feet, and thence North 23 degrees 35 minutes East 218.88 feet to the point of beginning.

Containing 1.3323 acres of land, more or less, within the bounds of this description; said property being unimproved.

said point marks the southernmost corner of the aforementioned conveyance from Schenker; said point also marks the westernmost corner of said conveyance to Annie Amos; said last mentioned line is the common boundary between the land of the Calvary Methodist Church and the Guaranteed Realty Corporation; thence leaving said conveyance to Annie Amos, still binding on the outlines of said conveyance from Schenker, reversely, as now surveyed, North forty degrees twenty-five minutes no seconds West thirty-two and ninety-five one-hundredths feet to a point which marks the westernmost corner of said last mentioned conveyance; said last mentioned line is the common boundary between the land of the Calvary Methodist Church and the land of the said Guaranteed Realty Corporation; said point also marks the southernmost corner of that conveyance from Margaret Baker, et al, to the Guaranteed Realty Corporation by deed dated January 25, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 664, folio 532; thence leaving said conveyance from Schenker and binding on the southwest outline of said conveyance from Baker, reversely, as now surveyed, North forty degrees twenty-five minutes no seconds West sixty-nine and ninety-two one-hundredths feet to intersect the southeast side of College Avenue; said last mentioned line is the common boundary between the land of the Calvary Methodist Church and the land of the said Guaranteed Realty Corporation; thence binding on the northwest outline of said conveyance from Baker, reversely, and also binding on the northwest outline of the aforementioned conveyance from Ciccarone, reversely, and binding on the southeast side of said College Avenue North forty-six degrees no minutes no seconds East fifty-four and fifty one-hundredths feet to a point which marks the northernmost corner of said conveyance from Ciccarone; thence leaving said College Avenue and binding on the aforementioned northeast outline of said conveyance from Ciccarone, reversely, as now surveyed, and with the common boundary between the land of Walter E. Quenstedt and the land of the Guaranteed Realty Corporation; South forty degrees twenty-five minutes no seconds East sixty-nine and ninety-two one-hundredths feet to the point of beginning.

Improved by

(1) A newly constructed one story brick office building, flat roof, containing 2 offices, hot water heat, air conditioned (amount of rentals collected for each, if any, and type of tenancy or term of Lease, if any, will be announced at time and place of sale), known as No. 93 College Avenue.

(2) A one story office building, flat roof, hot water heat, now vacant, known as No. 89 College Avenue

(3) A two story stucco on frame dwelling, containing 7 rooms and 2 baths, hot water heat, slate roof, known as No. 7 North Street — property now vacant.

BEGINNING for the fifth at a point on the west side of North Street; said point marks the southeastmost corner of that conveyance from Reinhart Achenback, et al, to Annie B. Gates by deed dated May 19, 1903 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 30, folio 438; said point also marks the northernmost corner of that conveyance from Samuel Schenker to the Guaranteed Realty Corporation by deed dated October 5, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 648, folio 237; said point being located North forty-six degrees no minutes no seconds East forty-nine and ninety-one one-hundredths feet measured along the northwest outline of said conveyance from Schenker from an iron pipe here found in said northwest outline which marks the easternmost corner of that conveyance from Henry E. Ciccarone and Elizabeth M. Ciccarone, his wife, to the Guaranteed Realty Corporation by deed dated September 15, 1951 and recorded among the Land Records of Anne Arundel County in Liber

feet to a point of tangency; thence along a regular curve to the right having a radius of three hundred thirty-three and fifty one-hundredths feet, a distance of seventy-eight and eighty-four one-hundredths feet; thence leaving said County Road and binding on the Right-of-Way of the Through Highway as shown on the aforementioned State Roads Commission Plat No. 10989 South seventeen degrees sixteen minutes ten seconds West ninety and twenty-five one-hundredths feet to the point of beginning.

Containing 0.49 of an acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, in October, 1955.

Improved by a partially completed gasoline and oil service station; subject to the rights, if any, of the Gulf Oil Corporation under a Lease to it from All States Corporation, dated February 26th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1016 folio 207.

The above property is also subject to the following:

(a.) Deed from James G. Anderson and wife to the State Roads Commission, recorded in Liber J. H. H. No. 283 folio 267

(b.) Deed from Frederick E. Voges and wife to the State Roads Commission, recorded in Liber J. H. H. No. 297 folio 200.

(c.) Deed from Carl S. Thomas and wife to the State Roads Commission, recorded in Liber J. H. H. No. 612 folio 360

(d.) Deed from All States Corporation to the State Roads Commission, recorded in Liber J.H.H. No. 657 folio 476

To certain easement area and rights of ways as set forth in a Deed dated June 1, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 783 folio 545 from All States Corporation, et al to State of Maryland to the use of the State Roads Commission

Deed dated March 15th, 1955 and recorded in Liber J.H.H. No. 910 folio 34 from All States Corporation to Corneal J. Mack prohibiting the use of said property for a motel etc.

Various Utility Agreements between the present and/or previous property owners and the Chesapeake and Potomac Telephone Company and the Consolidated Gas Electric Light and Power Company, all of record;

THEREAFTER BEGINNING AT THREE P.M.,

all the following fee simple parcel of land: and improvements in the City of Annapolis—

BEGINNING for the fourth at an iron pipe here found which marks the easternmost corner of that conveyance from Henry E. Ciccarone and Elizabeth M. Ciccarone, his wife, to the Guaranteed Realty Corporation by deed dated September 15, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 644, folio 369; said pipe also marks the easternmost corner of Lot "F" and the southernmost corner of Lot "E" as shown on a plat of the Gates Property recorded among the Land Records of Anne Arundel County in Liber G. W. No. 30, folio 433, Thence from the point of beginning so fixed, leaving said conveyance from Ciccarone and said Lot "F", and binding on part of the northwest outline of that conveyance from Samuel Schenker to the Guaranteed Realty Corporation by deed dated October 5, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 648, folio 237, reversely, North forty-six degrees no minutes no seconds East forty-nine and ninety-one one-hundredths feet to intersect the west side of North Street; said last mentioned line is the common boundary between the land of Walter E. Quenstedt, the land of Annie B. Gates, and the land of the Guaranteed Realty Corporation; thence leaving said westernmost outline and binding on said side of said North Street, and still with the outline of said conveyance from Schenker, South six degrees thirty minutes thirty seconds East fifty-one and seventy-five one hundredths feet to a point which marks the easternmost corner of the aforementioned conveyance from Schenker; said point also marks the northernmost corner of that conveyance from Emma Graff, Widow, to Annie E. Amos by deed dated October 30, 1903 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 34, folio 288; thence leaving said North Street and binding on the southernmost outline of the aforementioned conveyance from Schenker, and also with the northernmost outline of the aforementioned conveyance to Annie E. Amos, South fifty-two degrees nine minutes forty seconds West seventy-five and thirty-two one-hundredths feet to a point; J. H. H. No. 644, folio 369; said pipe also marks the southernmost corner of that conveyance from Charles B. Gates and Annie B. Gates, his wife, to William E. Quenstedt and Mary Quenstedt, his wife, by deed dated May 9, 1922 and recorded among the Land Records of Anne Arundel County in W. N. W. No. 56, folio 116. Thence from the point of beginning so fixed, leaving said North Street and binding on the common boundary between the land of said Guaranteed Realty Corporation and the land of the said Annie B. Gates, with part of the southeast outline of the aforementioned conveyance to Annie B. Gates from Reinhart Achenback, et al, South forty-six degrees no minutes no seconds West twenty-seven and eight one-hundredths feet to a point which marks the easternmost corner of the aforementioned conveyance to Quenstedt; thence leaving the outline of said Guaranteed Realty Corporation, and binding on the northeast outline of the aforementioned conveyance to Quenstedt, as now surveyed, North forty degrees twenty-five minutes no seconds West sixty-nine and ninety-two one-hundredths feet to intersect the southeast side of College Avenue; said point marks the northernmost corner of the aforementioned conveyance to Quenstedt; said last mentioned line is the common boundary between the land of the said Walter E. Quenstedt and the land of the said Annie B. Gates; thence leaving said conveyance to Quenstedt, binding on part of the northwest outline of the aforementioned conveyance to Annie B. Gates, and binding on the southeast side of said College Avenue, North forty-six degrees no minutes no seconds East twenty-eight and twenty-five one-hundredths feet to a point which marks the northernmost corner of the said conveyance to Annie B. Gates from Reinhart Achenback, et al; said point also marks the westernmost corner of that conveyance from Charles B. Gates and Annie B. Gates, his wife, to Jacqueline Qualey by deed dated June 16, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414, folio 144; said point also marks the intersection formed by the southeast side of said Avenue with the partition wall of the existing double house; thence leaving said Avenue, binding on the northeast outline of said conveyance to Annie B. Gates, as now surveyed, and binding on the partition wall of the existing double house, and the prolongation thereof, and also with the common boundary between the land of the said Annie B. Gates and the land of the said Jacqueline Qualey, South forty-two degrees twenty-two minutes forty seconds East sixty-five and no one-hundredths feet to intersect the west side of North Street; thence leaving said conveyance to Qualey, still binding on the outlines of said conveyance to Annie B. Gates, as now surveyed, and with the west side of said North Street, South six degrees thirty minutes thirty seconds East six and five one-hundredths feet to the point of beginning.

Improved by a two and one-half story stucco on frame semi-detached dwelling, containing 7 rooms, 1 bath, now under rental (amount of rental and nature of tenacy will be announced at time and place of sale) known as No. 83 College Avenue.

This property is subject to the right of the owners and occupants of property known as No. 87 College Avenue, immediately adjoining to the southwest, in and to that portion of this lot used as a driveway between the garage on 87 College Avenue and North Street.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or anywise appertaining.

TERMS OF SALE — The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of ten (10) per cent will be required of the purchaser or purchasers at the time and place of sale, balance of the purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of 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

A-3

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 110 PAGE 567

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 21, 1958

We hereby certify, that the annexed

Attorney's Sale

all States Corporation

J. Donaldson Park

was published in 12,524

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, ~~once a week~~ for 1 successive ~~weeks~~ Time before the 14th day of March, 1958. The first insertion being made the 13th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 APR 22 PM 2 42

W. Tilghman

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE IMPROVED AND UNIMPROVED LAND

SITUATE IN ANNE ARUNDEL COUNTY A PORTION THEREOF CONTAINING TWO FILLING OR SERVICE STATIONS, ONE COMPLETED AND THE OTHER PARTIALLY COMPLETED, ON OR NEAR REVELL HIGHWAY, ALSO KNOWN AS STAR MEMORIAL HIGHWAY, ROUTE 50, CONNECTING ALTERNATE 301; AND ALSO ON COUNTY ROAD KNOWN AS BLACK BOTTOM ROAD AT SKIDMORE; AND ALSO VERY VALUABLE IMPROVED PROPERTY LYING IN THE CITY OF ANNAPOLIS, CONSISTING OF OFFICE BUILDINGS AND DWELLINGS

Under and by virtue of the power and authority contained in a Mortgage from All States Corporation to Baltimore Federal Savings and Loan Association, dated June 15th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1038 folio 503 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

five one-hundredths feet to the point of beginning.

Containing 0.49 of an acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, in October, 1955.

Improved by a partially completed gasoline and oil service station; subject to the rights, if any, of the Gulf Oil Corporation under a Lease to it from All States Corporation, dated February 25th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1016 folio 207.

The above property is also subject to the following easements of non-access, slope, drainage, etc., set out and contained in the following:

(a.) Deed from James G. Anderson and wife to the State Roads Commission, recorded in Liber J. H. H. No. 283 folio 267

(b.) Deed from Frederick E. Voges and wife to the State Roads Commission, recorded in Liber J. H. H. No. 291, folio 200.

(c.) Deed from Carl S. Thomas and wife to the State Roads Commission, recorded in Liber J. H. H. No. 612 folio 360

(d.) Deed from All States Corporation to the State Roads Commission, recorded in Liber J.H.H. No. 657 folio 476

To certain easement area and rights of ways as set forth in a Deed dated June 1, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 763 folio 545 from All States Corporation, et al to State of Maryland to the use of the State Roads Commission

Deed dated March 15th, 1955 and recorded in Liber J.H.H. No. 910 folio 34 from All States Corporation to Corneal J. Mack prohibiting the use of said property for a motel etc.

Various Utility Agreements between the present and/or previous property owners and the Chesapeake and Potomac Telephone Company and the Consolidated Gas Electric Light and Power Company, all of record; the dates and places of record and specific names of the parties thereto will be announced at time and place of sale.

Any portion of the above property, as described, that lies in the beds of Mill Bottom and Black Bottom Roads is offered for sale, subject to the use thereof in common with others.

BEGINNING for the second at a concrete monument previously set on the South right-of-way line of outer roadway and appurtenances; as shown on S. R. C. Plat No. 9893 said monument marks the end of the first or South 64 degree 14 minute East 340.86 foot line described in that conveyance from The Board of Education of Anne Arundel County to All States Corporation by deed dated June 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 950, folio 320; thence from the point of beginning leaving said right-of-way line and binding on part of the second line of said conveyance to All States Corporation South 21 degrees 23 minutes West 110.0 feet; thence leaving said second line and parallel to the aforementioned right-of-way line North 64 degrees 14 minutes West 150.0 feet; thence parallel with the first line of the herein described parcel North 21 degrees 23 minutes East 110.00 feet to intersect the aforementioned right-of-way line; said point is located South 64 degrees 14 minutes East 190.86 feet measured along said first line from the beginning thereof; thence binding on part of said first line and said right-of-way line South 64 degrees 14 minutes East 150.0 feet to the point of beginning.

Containing 0.3777 of an acre of

carone and Elizabeth M. Ciccarone, his wife, to the Guaranteed Realty Corporation by deed dated September 15, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 644, folio 369; said pipe also marks the easternmost corner of Lot "F" and the southernmost corner of Lot "E" as shown on a plat of the Gates Property recorded among the Land Records of Anne Arundel County in Liber G. W. No. 30, folio 433. Thence from the point of beginning so fixed, leaving said conveyance from Ciccarone and said Lot "F", and binding on part of the northwest outline of that conveyance from Samuel Schenker to the Guaranteed Realty Corporation by deed dated October 5, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 648, folio 237, reversely, North forty-six degrees no minutes no seconds East forty-nine and ninety-one one-hundredths feet to intersect the west side of North Street; said last mentioned line is the common boundary between the land of Walter E. Quenstedt, the land of Annie B. Gates, and the land of the Guaranteed Realty Corporation; thence leaving said westernmost outline and binding on said side of said North Street, and still with the outline of said conveyance from Schenker, South six degrees thirty minutes thirty seconds East fifty-one and seventy-five one hundredths feet to a oint which marks the easternmost corner of the aforementioned conveyance from Schenker; said point also marks the northernmost corner of that conveyance from Emma Graff, Widow, to Annie E. Amos by deed dated October 30, 1903 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 34, folio 288; thence leaving said North Street and binding on the southernmost outline of the aforementioned conveyance from Schenker, and also with the northernmost outline of the aforementioned conveyance to Annie E. Amos, South fifty-two degrees nine minutes forty seconds West seventy-five and thirty-two one-hundredths feet to a point; said point marks the southernmost corner of the aforementioned conveyance from Schenker; said point also marks the westernmost corner of said conveyance to Annie Amos; said last mentioned line is the common boundary between the land of the Calvary Methodist Church and the Guaranteed Realty Corporation; thence leaving said conveyance to Annie Amos, still binding on the outlines of said conveyance from Schenker, reversely, as now surveyed, North forty degrees twenty-five minutes no seconds West thirty-two and ninety-five one-hundredths feet to a point which marks the westernmost corner of said last mentioned conveyance; said last mentioned line is the common boundary between the land of the Calvary Methodist Church and the land of the said Guaranteed Realty Corporation; said point also marks the southernmost corner of that conveyance from Margaret Baker, et al, to the Guaranteed Realty Corporation by deed dated January 25, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 664, folio 532; thence leaving said conveyance from Schenker and binding on the southwest outline of said conveyance from Baker, reversely, as now surveyed, North forty degrees twenty-five minutes no seconds West sixty-nine and ninety-two one-hundredths feet to intersect the southeast side of College Avenue; said last mentioned line is the common boundary between the land of the Calvary Methodist Church and the land of the said Guaranteed Realty Corporation; thence binding on the northwest outline of said conveyance from Baker, reversely, as now surveyed, North forty degrees twenty-five minutes no seconds West sixty-nine and ninety-two one-hundredths feet to intersect the southeast side of College Avenue; said last mentioned line is the common boundary between the land of the said Guaranteed Realty Corporation and the land of the said Annie B. Gates, with part of the southeast outline of the aforementioned conveyance to Annie B. Gates from Reinhart Achenback, et al, South forty-six degrees no minutes no seconds West twenty-seven and eight one-hundredths feet to a point which marks the easternmost corner of the aforementioned conveyance to Quenstedt; thence leaving the outline of said Guaranteed Realty Corporation, and binding on the northeast outline of the aforementioned conveyance to Quenstedt, as now surveyed, North forty degrees twenty-five minutes no seconds West sixty-nine and ninety-two one-hundredths feet to intersect the southeast side of College Avenue; said point marks the northernmost corner of the aforementioned conveyance to Quenstedt; said last mentioned line is the common boundary between the land of the said Walter E. Quenstedt and the land of the said Annie B. Gates; thence leaving said conveyance to Quenstedt, binding on part of the northwest outline of the aforementioned conveyance to Annie B. Gates, and binding on the southeast side of said College Avenue, North forty-six degrees no minutes no seconds East twenty-eight and twenty-five one-hundredths feet to a point which marks the northernmost corner of the said conveyance to Annie B. Gates from Reinhart Achenback, et al; said point also marks the westernmost corner of that conveyance from Charles B. Gates and Annie B. Gates, his wife, to Jacqueline Qualey by deed dated June 16, 1947, and recorded among the Land Records of Anne Arundel County Liber J.H.H. No. 414, folio 149; said point also marks the intersection formed by the southeast side of said Avenue with the partition wall of the existing double use; thence leaving said Avenue binding on the northeast outline of said conveyance to Annie B. Gates, as now surveyed, and binding on the partition wall of the existing double house, and the prolongation thereof, and also with the common boundary between the land of the said Annie B. Gates and the land of the said Jacqueline Qualey, South forty-two degrees twenty-two minutes forty seconds East sixty-five and no one-hundredths feet to intersect the west side of North Street; thence leaving said conveyance to Qualey, still binding on the outlines of said conveyance to Annie B. Gates, as now surveyed, and with the west side of said North Street, South six degrees thirty minutes thirty seconds East six and five one-hundredths feet to the point of beginning.

Improved by a two and one-half story stucco on frame semi-detached dwelling, containing 7 rooms, 1 bath, now under rental (amount of rental and nature of tenacy will be announced at time and place of sale) known as No. 83 College Avenue.

This property is subject to the right of the owners and occupants of property known as No. 87 College Avenue, immediately adjoining to the southwest, in and to that portion of this lot used as a driveway between the garage on 87 College Avenue and North Street.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or anywise appertaining.

TERMS OF SALE — The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold

Wednesday, APRIL 9th, 1958 Beginning At 2 P.M.

all the following fee simple tracts or parcels of land on Revell Highway — BEGINNING for the first at a point in the southwest outline of the second parcel described in that conveyance from J. Donaldson Parr and wife to All States Corporation by deed dated January 6, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 738, folio 265; said point is located South fifty-eight degrees nineteen minutes fifty seconds East four hundred twenty-five and thirty-three one-hundredths feet measured along the third or North fifty degrees fifty-two minutes no seconds West four hundred twenty-nine and eighteen one - hundreths foot line described in that conveyance from James G. Anderson and wife to Carl S. Thomas and wife by deed dated March 3, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 300, folio 448, from the end thereof; said point of beginning also marks the intersection formed by said third line with the Right-of-Way line of the Through Highway, Revell Highway, as shown on the State Roads Commission Plat No. 10989. Thence from the point of beginning so fixed leaving said Right-of-Way Line and binding on part of said southwest outline, with meridian corrected, North fifty-eight degrees nineteen minutes fifty seconds West two hundred and sixty-two one-hundredths feet; thence leaving said outline for a line of division, as now made, North twenty-two degrees thirty-nine minutes fifty seconds East one hundred twenty-seven and sixty-six one-hundredths feet to intersect the southwest Right-of-Way Line of the County Road (Black Bottom Road, fifty feet wide), and as more particularly described in the second parcel of that conveyance from All States Corporation to the County Commissioners of Anne Arundel County by deed dated July 1, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 846, folio 250; thence binding on said Right-of-Way Line, South forty-nine degrees fifty-five minutes thirty seconds East one hundred twenty-three and fifty-six one-hundredths feet to a point of tangency; thence along a regular curve to the right having a radius of three hundred thirty-three and fifty one-hundredths feet, a distance of seventy-eight and eighty-four one-hundredths feet; thence leaving said County Road and binding on the Right-of-Way of the Through Highway as shown on the aforementioned State Roads Commission Plat No. 10989 South seventeen degrees sixteen minutes ten seconds West ninety and twenty-land, more or less, within the bounds of this description.

Improved by a completed gasoline and oil service station, now in operation; subject to the rights, if any, of Gulf Oil Corporation under a Lease to it from All States Corporation, dated February 26, 1956 and recorded in Liber G. T. C. No. 213.

BEGINNING for the third at a point in the south Right-of-Way Line of the Outer Roadway and Appurtenances, as shown on the State Roads Commission Plat No. 9893; said point marks the beginning of the first; or South 64 degree 14 minute East 340.86 foot line described in that conveyance from The Board of Education of Anne Arundel County to All States Corporation by deed dated June 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 950, folio 320. Thence from the point of beginning so fixed, binding on part of said first line, and also binding on said south Right-of-Way Line, as shown on said S. R. C. Plat No. 9893, South 64 degrees 14 minutes East 190.86 feet to a point which marks the end of the third or North 21 degree 23 minute East 110.0 foot line described in a Lease from All States Corporation to the Gulf Oil Corporation dated February 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1016, folio 213; thence leaving said first line, and said Right-of-Way Line, binding on the outlines, reversely, of said Lease, the following two courses and distances: South 21 degrees 23 minutes West 110.0 feet, and thence South 64 degrees 14 minutes East 150.0 feet to intersect the second or South 21 degree 23 minute West 205.54 foot line described in the aforementioned conveyance from The Board of Education; said point is located South 21 degrees 23 minutes West 110.0 feet measured along said second line from a monument, previously set, at the beginning thereof; thence leaving the outlines of said Lease, binding on part of said second line South 21 degrees 23 minutes West 95.54 feet to a monument, previously set; thence still with the outlines of said conveyance from the Board of Education, the following two courses and distances: North 66 degrees 30 minutes West 348.5 feet, and thence North 23 degrees 35 minutes East 218.88 feet to the point of beginning.

Containing 1.3323 acres of land, more or less, within the bounds of this description; said property being unimproved.

THEREAFTER BEGINNING AT THREE P.M.,

all the following fee simple parcels of land: and improvements in the City of Annapolis—

BEGINNING for the fourth at an iron pipe here found which marks the easternmost corner of that conveyance from Henry E. Ciccarone from Baker, reversely, and also binding on the northwest outline of the aforementioned conveyance from Ciccarone, reversely, and binding on the southeast side of said College Avenue North forty-six degrees no minutes no seconds East fifty-four and fifty one-hundredths feet to a point which marks the northernmost corner of said conveyance from Ciccarone; thence leaving said College Avenue and binding on the aforementioned northeast outline of said conveyance from Ciccarone, reversely, as now surveyed, and with the common boundary between the land of Walter E. Quenstedt and the land of the Guaranteed Realty Corporation; South forty degrees twenty-five minutes no seconds East sixty-nine and ninety-two one-hundredths feet to the point of beginning.

Improved by

(1) A newly constructed one story brick office building, flat roof, containing 2 offices, hot water heat, air conditioned (amount of rentals collected for each, if any, and type of tenancy or term of Lease, if any, will be announced at time and place of sale), known as No. 93 College Avenue.

(2) A one story office building, flat roof, hot water heat, now vacant, known as No. 89 College Avenue

(3) A two story stucco on frame dwelling, containing 7 rooms and 2 baths, hot water heat, slate roof, known as No. 7 North Street — property now vacant.

BEGINNING for the fifth at a point on the west side of North Street; said point marks the southeastmost corner of that conveyance from Reinhart Achenback, et al, to Annie B. Gates by deed dated May 19, 1903 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 30, folio 438; said point also marks the northernmost corner of that conveyance from Samuel Schenker to the Guaranteed Realty Corporation by deed dated October 5, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 648, folio 237; said point being located North forty-six degrees no minutes no seconds East forty-nine and ninety-one one-hundredths feet measured along the northwest outline of said conveyance from Schenker from an iron pipe here found in said northwest outline which marks the easternmost corner of that conveyance from Henry E. Ciccarone and Elizabeth M. Ciccarone, his wife, to the Guaranteed Realty Corporation by deed dated September 15, 1951 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 644, folio 369; said pipe also marks the southernmost corner of that conveyance from Charles B. Gates and Annie B. Gates, his wife, to William E. Quenstedt and Mary Quenstedt, his wife, by deed dated May 9, 1922 and recorded among the Land in the manner producing the greatest amount. A cash deposit of ten (10) per cent will be required of the purchaser or purchasers at the time and place of sale, balance of the purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to day of 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

A-3

LIBER 110 PAGE 570

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
ALL STATES CORPORATION

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,524 Equity

Ordered, this 12 day of April, 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 19th 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 19th day of May next.

The report states that the amount of sale was $150,000.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 13, 1958

We hereby certify, that the annexed

Order Nisi - Sale.

Eq. 12,524

All States 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 19th day of May, 1958. The first insertion being made the 17th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 15-96 1958 MAY 14 PM 2:13 By H. Tilghman

16

LIBER 110 PAGE 571

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
All States Corporation

In the
Circuit Court
For
Anne Arundel County
No. 12,524 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.

July 1, 1958

All of which is respectfully submitted.

Laura K. Dickling
Auditor.

FILED
1958 JUL -9 PM 1:37

Dr. in ac.

Walter S. Calwell, Attorney named in Mortgage vs.
All States Corporation

To Attorney for Fee, viz:	1,600	00		
To Attorney for Commissions, viz:	2,290	50	3,890	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	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	366	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	86	60		
News-Post-American - advertising sale	72	00		
Philadelphia Inquirer - advertising sale	98	80		
Special sign - advertising sale	9	69		
New Amsterdan Casualty Co. - bond premium	696	00		
E.T. Newell & Co.,Ind. - auctioneer's fee	1,775	00		
One-half Federal documentary stamps	82	50		
One-half State documentary stamps	82	50		
Clara M. Link - notary fees	1	25	3,284	58
To Baltimore Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	144,777	63	144,777	63
			152,008	71
Amount of mortgage claim filed	173,653	45		
Cr. Amount allowed above	144,777	63		
Balance subject to decree in personam	28,875	82		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1958						
Apr.	9	Proceeds of Sale	150,000	00		
		Interest on purchase price - 1 month 12 days	1,050	00	151,050	00
		Refund 1958 State and County taxes - 8 months 21 days	846	36		
		Refund 1957 Annapolis City taxes - 2 months 21 days	110	70		
		Refund metered water charge - 11 days	1	65	958	71
					152,008	71

19

LIBER 110 PAGE 574

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

All States Corporation

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,524 Equity.

ORDERED, This 9th day of July, 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 18th day of August 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 18th day of August next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of August, 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 FILED

1958 AUG 19 PM 3:39 1958 JUL 9 PM 1:37

Matthew S. Evans

Judge

20

LIBER 110 PAGE 575

OFFIC.)F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1958

We hereby certify, that the annexed

Order Nisi - Circ. Court - Eq. 12524

All States 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 18th day of August, 1958. The first insertion being made the 17th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,524 Equity
WALTER S. CALWELL
Attorney Named in Mortgage
VERSUS
ALL STATES CORPORATION

Ordered, this 9th day of July, 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 18th day of August 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 18th day of August next.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Jy-9t

FILED
AUG -5 PM 3:19

No. M. G. 2736 1958

21

FRANKIE WILSON & SONS, INC.,
A Body Corporate,
1000 S. Hammonds Ferry Road,
Linthicum Heights, Maryland.
COMPLAINANT

vs

The Arundel Realty Company of
Anne Arundel County,
A defunct corporation,
J. T. Moylan, its last-named
resident agent, 718 Law Building,
Baltimore, Maryland
Clarence J. Gould and John W. Jarden,
its last-known directors, 718 Law
Building, Baltimore, Maryland,
as surviving directors and trustees,
and
Annapolis Savings Institution,
A defunct corporation,
E. Churchill Murray, 42 State Circle,
Annapolis, Maryland, and
T. Carroll Worthington, Towns-Worth
Building, Annapolis, Maryland,
as surviving directors and trustees.

John J. Carson, et als.,

And any and all persons, if living,
their heirs, assigns, successors and
assigns of said corporations, having
or claiming to have any interest in
Lots 29, 31, 33, Block 7
WOODLAWN HEIGHTS, per Plat recorded
GW 66, Folio 491.

LIBER 110 PAGE 576
EQUITY NO.
10,345
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL
COUNTY

PETITION TO AMEND BILL OF COMPLAINT

To the Honorable, The Judges of Said Court:

That on October 19TH 1951, the above complainant filed in this Honorable Court, a Bill of Complaint, Equity No. 10,345, naming The Arundel Realty Company, Inc., Care Annapolis Savings Institution, West Street, Annapolis, Maryland, and failed to mention that this is a defunct corporation, and its last known directors were Clarence J. Gould and John W. Jarden, and its last known resident agent was J. T. Moylan, 718 Law Building, Baltimore, Maryland; also failing to state that the Annapolis Savings Institution was also a defunct corporation, and its surviving directors are E. Churchill Murray and T. Carroll Worthington, which latter defunct corporation held a mortgage on the Yeardhall tract, also known as Woodlawn Heights, per plat filed with said mortgage, recorded among the Land Records of Anne Arundel County in Liber GW 66, Folio 485, which said mortgage covered Lots 29, 31 and 33, Block 7, Woodlawn Heights.

That the aforesaid plat, recorded among the Land Records of Anne Arundel County in Liber GW 66, Folio 491, along with the

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1951 NOV -5 AM 9:05

aforesaid mortgage, designates Lots 29, 31 and 33, Block 7 as reserved for Church, that said lots have not been conveyed nor released from said mortgage and remain unimproved; that said lots were placed on the assessment rolls of this County and the same sold for non-payment of taxes, and purchased at the tax sale by the complainant herein.

WHEREFORE, your Petitioner prays leave to amend the said Bill of Complaint and issue subpoena thereon.

AND, AS IN DUTY BOUND, etc.

Frankie D. Wilson

Frankie D. Wilson, Solicitor for Complainant

ORDER OF COURT

Upon the foregoing Petition, it is hereby ordered by the Circuit Court for Anne Arundel County, in Equity, this 5th day of November, 1957, that the Complainant in the above entitled cause be, and it is, hereby authorized to file an Amended Bill of Complaint and Order of Publication, naming The Arundel Realty Company of Anne Arundel County as a defunct corporation and its last known directors, or agents of same, and the Mortgagee, a defunct corporation, its last known or surviving directors as parties Defendants.

Benjamin Michaelson

JUDGE

FILED

1957 NOV -5 PM 12:25

2

FRANKIE WI[illegible]ON & SONS, INC. A Body Corporate, 1000 S. Hammonds Ferry Road, Linthicum Heights, Maryland. COMPLAINANT vs The Arundel Realty Company of Anne Arundel County, A defunct corporation, J. T. Moylan, its last-named resident agent, 718 Law Building, Baltimore, Maryland Clarence J. Gould and John W. Jarden, its last-known directors, 718 Law Building, Baltimore, Maryland, as surviving directors and trustees, and Annapolis Savings Institution, A defunct corporation, E. Churchill Murray, 42 State Circle, Annapolis, Maryland, and T. Carroll Worthington, Towns-Worth Building, Annapolis, Maryland, as surviving directors and trustees. John J. Carson, et als., And any and all persons, if living, their heirs, assigns, successors and assigns of said corporations, having or claiming to have any interest in Lots 29, 31, 33, Block 7-WOODLAWN HEIGHTS, per Plat recorded GW 66, Folio 491.	LIBER 110 PAGE 578 EQUITY NO. 10,345 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

AMENDED BILL OF COMPLAINT

To the Honorable, the Judges of Said Court:

Upon Petition to Amend the Complaint, Frankie Wilson & Sons, Inc., respectfully shows:

1. That Annapolis Savings Institution, a defunct corporation, held a mortgage on the Yeardhall tract, also known as Woodlawn Heights, given as security to re-pay an indebtedness of The Arundel Realty Company, a defunct corporation, above mentioned, which mortgage is recorded among the Land Records of Anne Arundel County in Liber GW 66, Folio 486, and which mortgage included Lots 29-31-33, Block 7, Woodlawn Heights, per Plat recorded with said mortgage among the Land Records of Anne Arundel County in Liber GW 66, Folio 491, which said mortgage was foreclosed by The Annapolis Savings Institution, now a defunct corporation, by Equity Proceeding #3972, and all of the mortgage indebtedness paid, with a surplus to the mortgagor.

2. That Lots 29-31-33, Block 7, Woodlawn Heights have never been released from the aforesaid mortgage and while the Plat filed with the aforesaid mortgage indicates that these lots were reserved for a church, more than 48 years have elapsed and the lots have never been conveyed.

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1957 NOV -5 PM 4:50

3. That the above lots were put on the Tax roll and sold by the Treasurer of Anne Arundel County for non-payment of taxes in the year 1950, as shown by Certificate of Tax Sale filed in the original proceedings and that your Petitioner purchased the said lots at said sale.

TO THE END THEREFOR:

a. That your Honorable Court pass a final decree foreclosing all the rights of redemption of all defendants herein in and to the aforesaid properties.

b. That the Court may pass a final decree whereby there will be vested in the complainant an absolute and indefeasible title to said property, free and clear of all prior and subsequent alienations and dissents, encumbrances, reservations, etc., except taxes and other public liens accruing subsequent to the date of sale and public assessments to which the property are subject.

c. That an Amended Order of Publication be passed, giving notice to the defendants and all persons having claim, or claiming to have any interest in, or to, the aforesaid properties of the object of this Bill of Complaint and warning them to be and appear in this Court in person, or by Solicitor, on or before the 16th day of January 1958, and show cause, if any they may have, why a Decree should not be passed as prayed.

d. That a Writ of Subpoena be issued to each of the defendants at the address as submitted herein.

e. That the Court may decree such other and further relief as the case may require.

AND, AS IN DUTY BOUND, etc.

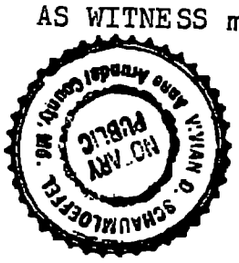
Frankie Wilson

Frankie Wilson, Solicitor for Complainant
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 4th day of November, 1957, before me, the subscriber, a Notary Public in and for Anne Arundel County, personally appeared Walton D. Wilson, Vice-President of Frankie Wilson & Sons, Inc., a body corporate in the State of Maryland, who made oath in due form of law that the matters and facts set forth above in the Amended Bill of Complaint, are true, to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.



Vivian D. Schaumloeffel

Vivian D. Schaumloeffel, Notary Public

FRANKIE WILSON

Solicitor LIBER 110 PAGE 581

25 Baltimore-Annapolis Boulevard, N. W.

Glen Burnie, Maryland

No. 10,345 Equity, in the Circuit Court for Anne Arundel County, Frankie Wilson & Sons, Inc., a body corporate, vs. The Arundel Realty Company of Anne Arundel County, a defunct corporation, J. T. Moylan, its last-named resident agent, 718 Law Building, Baltimore, Maryland, Clarence J. Gould and John W. Jarden, its last-known directors, 718 Law Building, Baltimore, Maryland, as surviving directors and trustees; and Annapolis Savings Institution, a defunct corporation, E. Churchill Murray, 42 State Circle, Annapolis, Maryland, and T. Carroll Worthington, Towns-Worth Building, Annapolis, Maryland, as surviving directors and trustees; John J. Carson, et als; And any and all persons, if living, their heirs, assigns, successors and assigns of said corporations, having or claiming to have any interest in the property hereinafter described.

AMENDED ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption in and to the following described property located in the Fifth Election District of Anne Arundel County:

All those lots known and designated as numbers 29-31-33, Block 7, WOODLAWN HEIGHTS, which were given as security by Mortgage dated May 17, 1909 and recorded among the aforesaid Land Records in Liber GW 66, Folio 485; said lots were conveyed by Maryland Electric Railways Company to Arundel Realty Company, by Deed dated April 19, 1909 and recorded among the aforesaid Land Records in Liber GW 70, Folio 462.

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.

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1957 NOV -5 PM 4:53

6

It is thereupon, this 6th day of November, 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 consecutive weeks, warning all persons interested in said property to be and appear in this Court by the 16th day of January, ~~1957~~ 1958, 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
~~JUDGE~~ Clerk

7

FRANKIE WILSON
Solicitor
25 Baltimore-Annapolis Blvd., N.W.
Glen Burnie, Maryland

No. 10,345 Equity

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,

Frankie Wilson & Sons, Inc., a body corporate, vs. The Arundel Realty Company of Anne Arundel County, a defunct corporation, J. T. Moylan, its last-named resident agent, 718 Law Building, Baltimore, Maryland, Clarence J. Gould and John W. Jarden, its last-known directors, 718 Law Building, Baltimore, Maryland, as surviving directors and trustees; and Annapolis Savings Institution, a defunct corporation, E. Churchill Murray, 42 State Circle, Annapolis, Maryland, and T. Carroll Worthington, Towns-Worth Building, Annapolis, Maryland, as surviving directors and trustees; John J. Carson, et als; And any and all persons, if living, their heirs, assigns, successors and assigns of said corporations, having or claiming to have any interest in the property hereinafter described.

Amended Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption in and to the following described property located in the Fifth Election District of Anne Arundel County:

All those lots known and designated as numbers 29-31-33, Block 7, WOODLAWN HEIGHTS, which were given as security by Mortgage dated May 17, 1909 and recorded among the aforesaid Land Records in Liber GW 66, Folio 485; said lots were conveyed by Maryland Electric Railways Company to Arundel Realty Company, by Deed dated April 19, 1909 and recorded among the aforesaid Land Records in Liber GW 70, Folio 462.

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 6th day of November, 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 consecutive weeks, warning all persons interested in said property to be and appear in this Court by the 16th day of January, 1958, 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:
GEORGE T. CROMWELL, Clerk
D-5

FILED
DEC 10 PM 12:58

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 110 PAGE 583

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 10, 1957

We hereby certify, that the annexed

Amended
Order of Publication
Eq. 10,345 Property
Arundel Realty Co.

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 16th day of January, 1958. The first insertion being made the 14th day of November, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FRANKIE WILSON & SONS, INC. A Body Corporate, 1000 S. Hammonds Ferry Road Linthicum Heights, Maryland.	:	LIBER 110 PAGE 584
COMPLAINANT	:	EQUITY NO. 10,345
vs	:	IN THE
The Arundel Realty Company of Anne Arundel County, A defunct corporation,	:	CIRCUIT COURT
and	:	FOR
Annapolis Savings Institution, a defunct corporation, E. Churchill Murray 42 State Circle Annapolis, Maryland, Surviving Director et al	:	ANNE ARUNDEL COUNTY
RESPONDENT	:	

::::::::::::::::::

ANSWER TO BILL OF COMPLAINT

To the Honorable, the Judges of Said Court:

E. Churchill Murray, a Surviving Director of the Annapolis Savings Institution, a defunct corporation, by George E. Rullman, his Attorney, answering the Bill of Complaint filed against him in this Court shows:

Answering the first paragraph of the Bill of Complaint, the Respondent admits that he is a Surviving Director of the Annapolis Savings Institution, a defunct corporation, and further states that he has no knowledge of the other allegations contained in the first paragraph of the Bill of Complaint and further that he was not a Director of the Annapolis Savings Institution at the time of the foreclosure of mortgage as alleged in said first paragraph and calls for strict proof of the allegations therein contained.

Answering the second paragraph of the Bill of Complaint, this Respondent states that he has no knowledge whatsoever of the allegations contained in this paragraph and calls for strict proof thereof.

FILED

1958 JAN 14 PM 3:09

9

In answering the third paragraph of the Bill of Complaint, the Respondent states that he has no knowledge of the allegations contained therein and calls for strict proof thereof; and

Having answered this Bill of Complaint in so far as he has been advised that it is necessary for him to do so, prays to be dismissed with his reasonable costs.

George E. Rullman, Attorney for
E. Churchill Murray, a Surviving
Director of Annapolis Savings
Institution, a defunct corporation

I hereby certify that on this 14th day of January, 1958, a copy of this Answer was mailed to Frankie Wilson & Sons, Inc., 1000 S. Hammonds Ferry Road, Linthicum Heights, Maryland.

George E. Rullman, Attorney for
E. Churchill Murray, a Surviving
Director of Annapolis Savings
Institution, a defunct corporation

LIBER 110 PAGE 586

FRANKIE WILSON & SONS, INC.
A Body Corporate,
1000 S. Hammonds Ferry Road,
Linthicum Heights, Maryland.
COMPLAINANT

vs

The Arundel Realty Company of
Anne Arundel County,
A defunct corporation,

and
Annapolis Savings Institution,
a defunct corporation,
E. Churchill Murray,
42 State Circle,
Annapolis, Maryland,
Surviving Director et al
RESPONDENT

NO. 10,345 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

PETITION AND ORDER TO TAKE TESTIMONY

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Plaintiff in this case respectfully shows unto your Honors: That it desires to take testimony before one of the standing Examiners of this Court to support the allegations of the Bill of Complaint filed in this case.

Your Petitioner, Frankie Wilson & Sons, Inc., therefore prays your Honors to pass an Order granting leave to the parties to take testimony in this case.

And as in duty bound, etc.

FRANKIE WILSON & SONS, INC.

Frankie Wilson

Frankie Wilson, Solicitor for Plaintiff

Upon the aforegoing Petition, it is this 24 day of May 1958, Ordered that the parties to this cause have leave to take testimony as prayed before any one of the standing Examiners of this Court.

Benjamin Michaelson

JUDGE

FILED

1958 MAY -2 AM 11:45

FILED

1958 MAY -2 PM 4:04

LIBER 110 PAGE 587

FRANKIE WILSON & SONS, INC.

vs.

THE ARUNDEL REALTY CO. OF ANNE ARUNDEL COUNTY
(A Defunct Corporation)

No. 10,345 ~~DIVORCES~~ -- EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant The Arundel Realty Co. of Anne Arundel County,

after Order of Publication duly published ~~(or served) (having been duly summoned)~~ having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication ~~(or Writ of Summons)~~

It is thereupon this 3rd day of May 19 58 by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant .

And it is further ordered that leave is hereby granted to the Plaintiff to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.

Benjamin Michaelson
Judge

FILED
1958 MAY 3
AM 12:00

12

FRANKIE WILSON & SONS, INC.	*	IN
	*	THE CIRCUIT COURT
VS.	*	FOR
THE ARUNDEL REALTY COMPANY	*	ANNE ARUNDEL COUNTY
OF ANNE ARUNDEL COUNTY, ET AL	*	NO. 10,345 EQUITY

* * * * * * * * *

TESTIMONY ON BEHALF OF THE PETITIONER

July 10, 1958

Present:

Mrs. Frankie Wilson, Solicitor for Petitioner

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witness:

Walton D. Wilson, pages 2 -4.

FILED

1958 JUL 30 PM 3:17

13

Walton D. Wilson, a witness of lawful age, being first duly sworn, deposes and says:

(Mrs. Wilson)

1 Give your name and address.

A Walton D. Wilson, 1017 South Hammonds Ferry Road, Linthicum Heights, Maryland.

2 You are a member of the Anne Arundel County Bar?

A I am.

3 And do you also hold an office in Frankie Wilson & Sons, Incorporated?

A I have been vice president since the year 1949.

4 You are familiar with the subdivision of Woodlawn Heights?

A I am, it's the bottom of my property and I've been there for thirty five years, and also I have done the title to these lots 29, 31, 33 of Block 7 of Woodlawn Heights, subject of this amended bill.

5 Please state the chain of title to these lots.

A By deed dated March the 5th, 1905, by Lillian E. Harvey, et al, deeded a hundred and twenty seven acre tract in the Fifth District of Anne Arundel County, to the Baltimore Annapolis Short Line Railway Company, recorded in G.W. 42, folio 57, reserving a half acre for family cemetary which borders on Linwood Avenue. This description by meets and bounds and was subdivided by the railway company into Woodlawn Heights; Short Line Railway conveyed to Arundel Realty Company on April the 19th, 1909, recorded G.W. 70, folio 462, remainder of Woodlawn Heights. And a plat was filed in G.W. 60, folio 50, this plat does not disclose any reservations of lots for a church, however, there is some faint writing on the plat which is unlegible over the lots 29, 31, 33 in Block 7. Arundel Realty Company mortgaged Woodlawn Heights to Annapolis

Savings Institution of April the 17th, 1909, recorded G.W. 66, folio 486, for Sixty Five Hundred Dollars ($6500.00). A plat was also filed with mortgage at page 491, and shows lots 29, 31 and 33, Block 7, as reserved for a church, bordering on Glendale Avenue. This mortgage was foreclosed by Equity Number 3972, and recorded in Equity G.W. 65, folio 485; auditors report shows mortgage paid in full with an excess to mortgagors. In 1949 the assessors office put Lots 29, 31, 33, Block 7 on the assessment book under the name of Arundel Realty Company at Twenty Five Dollars ($25.00) each; they were sold by the Treasurer in 1950 for non payment of taxes and bought by Frankie Wilson & Sons, Incorporated. By deed dated April the 22nd, 1952, the Treasurer conveyed Frankie Wilson & Sons lots 29, 31 and 33 of Block 7 of Woodlawn Heights together with other lots; this deed is recorded in Liber J.H.H. 677, folio 284, and a photostatic copy is filed herewith as an Exhibit 2. see parcel 5 in that deed. There is no release of record of Lots 29, 31 and 33, Block 7, Woodlawn Heights from the Annapolis Savings Institution to the Arundel Realty Company. Frankie Wilson & Sons have paid the taxes on these lots since 1950 together with water benefit assessment. There have been no improvements on these lots since I have lived in that community for thirty five years, there are no improvements existing today nor have there ever been to my knowledge.

(Mr. Klawans)

6 Is that just on these lots?

A Yes, we're talking about these three lots. The reservation for a church was of six lots -- the three in question plus lots 23, 25 and 27. The latter lots were subsequently sold and conveyed to a private

15

individual by the Arundel Realty Company, showing an intention on its part to abandon the reservation for a church. The tentative idea was never put into effect as no church exists, but instead a private home exists on those three lots today.

(DEED DATED APRIL 22, 1952, FROM JOSEPH H. GRISCOM, SENIOR, TREASURER OF ANNE ARUNDEL COUNTY TO FRANKIE WILSON & SONS, INC. FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

Mrs. Hazel:

Add at end of answer that Arundel Realty Co mortgaged to Annapolis Savings Institution [illegible] :

The reservation for a church was of six lots -- the three in question plus lots 23, 25 and 27. The latter lots were subsequently sold and conveyed to a private individual by the Arundel Realty Company, showing an intention on its part to abandon the reservation for a church. The tentative idea was never put into effect as no church exists, but instead a private home exists on those three lots today.

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: Nothing see above

Signature Walton D Wilson

17

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in their 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 30th day of July, 1958.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00 Pd. C/K.
I.H. $10.00 Pd.

June 17, 1958

Mr. George E. Rullman,
Church Circle,
Annapolis, Maryland.

Re: Lots 29-31-33, Block 7
Woodlawn Heights
Frankie Wilson & Sons, Inc.
vs
Arundel Realty Co. of A.A.Co.
et als

Dear Mr. Rullman:

I have set the above-entitled cause for the taking of testimony on Thursday, June 26th, 1958, at 9:00 A.M. before the Examiner, Mr. Emanuel Klawans.

You may be present, if you so desire.

Yours very truly,

Frankie Wilson

fw:vs

12,345-Eq.

FILED
1958 JUL 30 PM 3:17

Frankie Wilson & Sons, Inc
vs
John J. Carson, et al
Examiner's Auth. to E/Klawans examine.

19

THIS DEED, Made this 22 day of ~~February~~ APRIL, in the year one thousand nine hundred and fifty-two, by Joseph H. Griscom, Senior, Treasurer of Anne Arundel County, of the first part, and Frankie Wilson & Sons, Inc., a body corporate of the State of Maryland, of the second part, GRANTEE.

WHEREAS, by final decree of the Circuit Court for Anne Arundel County, in the case entitled, Frankie Wilson & Sons, Inc., a body corporate, versus John J. Carson, et als., Equity No. 10,345, the Treasurer for Anne Arundel County was authorized and directed to convey the hereinafter described properties to Frankie Wilson & Sons, Inc., now therefore these presents are executed:

NOW, THEREFORE, in consideration of the premises and the sum of Five Dollars, and other good and valuable considerations, receipt whereof is hereby acknowledged, the said Joseph H. Griscom, Senior, Treasurer as aforesaid, does grant and convey unto the said Frankie Wilson & Sons, Inc., its successors and assigns, in fee simple, all those lots or parcels of ground situate in Anne Arundel County, in the State of Maryland, and described as follows:

1. All those lots of ground known and designated as Two Hundred Sixty-seven (267), Two Hundred Sixty-eight (268) and Two Hundred Sixty-nine (269) Patapsco Park, as shown on plat filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Folio 31.

BEING the same lots which by deed, dated December 12, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 507, folio 102, were conveyed by William C. Ball to Sidney White and Mary Lee White, his wife.

2. All those lots of ground known and designated as numbers Six Hundred Ninety-one (691), Six Hundred Ninety-two (692) and the south one-half of Six Hundred Ninety (690) FERNDALE FARMS, Section C, as shown on plat filed among the plat records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, Folio 234.

BEING the same lots which by deed, dated December 28, 1945, and recorded among the aforesaid Land Records in Liber JHH No. 347, folio 313, from Myron S. Cotton and Catharine C. Wallman, ~~[illegible]~~ Liquidators, etc., to Paul J. Thompson.

3. All that lot of ground known and designated as number eighteen (18), Block fifteen (15) Woodlawn Heights

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No. 10,345 Eq.
Frankie Wilson & Sons, Inc. - The Circuit Court
Examiner's Exh. 2
E. Clemens, Exam.

4. Part of lot known and designated as ~~lot (12) xx~~ twelve (12) Block 17 Woodlawn Heights, as shown on plat filed among the Plat Records of Anne Arundel County in Plat Book No. 60, folio 79.

5. Lots known and designated as numbers twenty-nine (29), thirty-one (31) and thirty-three (33) Block 7 Woodlawn Heights, as shown on plat filed among the Land Records of Anne Arundel County in Liber G.W. No. 60, folio 79.

6. Lots known and designated as numbers seventeen (17) and nineteen (19) Block six (6) Woodlawn Heights, as shown on plat filed among the Land Records of Anne Arundel County in Liber G.W. No. 60, folio 79.

BEING part of the ground which by deed, dated April 19, 1909, and recorded among the Land Records of Anne Arundel County in Liber GW No. 70, folio 462, were conveyed by the Maryland Electric Railways Company to the Arundel Realty Company.

7. Lots known and designated as numbers fourteen (14) and sixteen (16) Block 6 Woodlawn Heights, as shown on plat filed among the Plat Records of Anne Arundel County in Liber GW No. 60, folio 79.

BEING the same lots which by deed, dated April 23, 1930, and recorded among the aforesaid Land Records in Liber FSR No. 78, folio 56, were conveyed by Black Brothers, Inc., to Elikem F. Oliver and Theresa L. Oliver, his wife.

8. All that tract of ground BEGINNING for the same at a stone in the southwest corner of the whole lot, said stone being the beginning for the whole survey and a boundary of the lands of Joppa Shaw and Benjamin Smith, and running with said Smith's lands, North 52 degrees west seven (7) perches to a post; thence leaving the outlines and running North 49 degrees East 6.4 perches to a post; thence running to include a strip of marsh, North 45 degrees 45 minutes west 19.72 perches to a post in a small creek at the end of the third line of the whole survey; thence with the fourth line of the whole survey, North 47 degrees 30 minutes East 2 perches to a post; thence leaving the outlines and running with James A. Scott's lot, South 43 degrees 45 minutes East 19.72 perches to a post; thence North 49 degrees East 10 perches to a post in the outline of James A. Scott's lot; thence with said lot South 43 degrees 45 minutes East 12.14 perches to a post; thence North 45 degrees 15 minutes East 8.20 perches to a post at the end of the seventh line of the whole survey; thence South 88 degrees 48 minutes West 19.08 perches to the beginning. Containing 1 acre, 2 roods and 27 square perches of land, more or less, including in this one-eighth of an acre for

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a burial ground, whcih is hereby reserved for the said Scott Family and excepted from this deed, but including a right-of-way through the adjoining lots to the public road and the right to the use of the artesian well located on the property belonging to Jacob Scott, deceased, and also with a right to the use in common with other members of the family of the Jacob Scott, deceased, to the burial ground on the premises.

BEING the same lot which by deed, dated August 16, 1918, and recorded among the Land Records of Anne Arundel County in Liber GW No. 149, folio 247, was conveyed by Sellman Scott and Gussie Scott, his wife, to Isabella Scott, later intermarried with Thomas J. Scott.

9. All those lots known and designated as eleven (11), twelve (12), thirteen (13) and fourteen (14), Block twenty-five (25), Section "A" EPPING FOREST, as shown on plat filed among the Plat Records of Anne Arundel County in Plat Book WMB No. 1, Folio 39, now Cabinet 1, Rod C, Plat 9.

BEING the same lots which by deed, dated May 5, 1931, and recorded among the aforesaid Land Records in Liber FSR No. 83, folio 499, were conveyed by John G. Ferguson and Myrtle E. Ferguson, his wife, to John J. Carson.

10. All those lots known and designated as numbers seventy-three (73), seventy-four (74), seventy-five (75), seventy-six (76), seventy-seven (77) and seventy-eight (78), Block one hundred nine (109) HERALD HARBOR, as shown on plat filed among the Plat Records of Anne Arundel County in Plat Book WNW No. 3, Folio 31 (now Cabinet 1, Rod L, Plat 1).

BEING the same lots which by deed, dated May 21, 1938, and recorded among the aforesaid Land Records in Liber FSR No. 148, folio 485, were conveyed by Julia A. Clarkson, widow, to Cora B. Miller and Orlando R. Miller, her husband.

11. Lot 7, Block H, as shown on plat of Marley Park, and

Lot 32, Block H, as shown on plat of Marley Park, and

Lots 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60 and 61, Block J, as shown on plat of Marley Park, filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod E, Plat 11.

BEING part of the ground which by deed, dated July 18, 1927, and recorded among the Land Records of Anne Arundel County in Liber FSR No. 14, Folio 84, were conveyed by The Marley Park Beach Land Company, Inc. to The Holloway Company.

12. All those lots of ground known and designated as numbers nine (9) and ten (10), Block G, Arundel Manor, as shown on plat filed among the aforesaid Plat Records in Cabinet 2, Rod D-9, Plat 350.

BEING the same lots which by deed, dated April 28, 1926, and recorded among the aforesaid Land Records in Liber WB No. 28, folio 76, were conveyed by United Realty & Home Builders Corporation to John C. Wengel.

13. BEGINNING at a point on the south 86 degree West 90 perches line of the land which by deed, dated September 30, 1920, and recorded among the Land Records aforesaid in Liber WHW No. 37, folio 35, was conveyed by Mary D. Pumphrey to Ferdinand L. Arnreich, said place of beginning being at the distance of 133.65 feet South 85 degrees 39 minutes west from the beginning of the aforesaid South 86 degree west 90 perches line, and runnin. thence North 15 degrees west binding on the westernmost outline of the six acre tract heretofore sold off the whole tract of land of which the herein described lot is a part, four hundred feet to the beginning of the land which by deed, dated 30th day of August, 1924, and recorded among the aforesaid Land Records in Liber WDW No. 91, folio 28, was granted and conveyed by John Arnreich, Attorney, to Mary E. Hoy; thence binding on said land South 74 degrees 47 minutes west 494 feet; thence parallel with the first line of herein described land, South 15 degrees east 305 feet to intersect the aforesaid South 86 degree west 90 perches line; and thence binding reversely on said line, North 85 degrees 39 minutes east 502.71 feet to the place of beginning. Containing four (4) acres of land, more or less.

BEING the same tract of ground which by deed, dated September 18, 1930, and recorded among the aforesaid Land Records in Liber FSR No. 74, Folio 439 was conveyed by The Winter Realty Company to Samuel H. Winter and Charles Schmidt.

14. BEGINNING at the point on the south side of Archwood Avenue distant 132 feet in an easterly direction from the southeast intersection of the said avenue and Rosedale avenue, said point being the divisional line between lots one (1) and fifty-six (56); and running thence with said division line, South 36 degrees 30 minutes east for the distance of 132 feet to the rear line of said lots; thence North 53 degrees 30 minutes east 99 feet to a point in the divisional line between lots 50 and fifty-two (52); thence with said divisional line, North 36 degrees 30 minutes west for the distance of 132 feet to the south side of Archwood Avenue aforesaid; thence with the said line of said avenue, South 53 degrees 30 minutes west for the distance of 99 feet to the place of beginning. Containing 13,086 square feet of ground.

BEING lots 52, 54 and 56, Block 23 Woodlawn Heights, as shown on plat filed among the Plat Records of Anne Arundel County in Liber GW No. 60, folio 79.

BEING the same lots which by deed, dated September 19, 1908, and recorded among the aforesaid Land Records in Liber GW No. 61, folio 287, were conveyed by Maryland Electric Railways Company to Lilly A. Wolf.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD the said lots and tracts of ground above desoribed and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Frankie Wilson & Sons, Inc., its successors and assigns, in fee simple.

WITNESS the hand and seal of said Joseph H. Griscom, Senior, Treasurer of Anne Arundel County.

TEST:

Wm N. Baldwin
WM N. BALDWIN

Joseph H. Griscom Sr (SEAL)
Joseph H. Griscom, Senior, Treasurer
Anne Arundel County, Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 22 day of APRIL, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Joseph H. Griscom, Senior, Treasurer of Anne Arundel County, and acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notarial Seal.

Nellie Elizabeth Sterling
NELLIE ELIZABETH STERLING Notary Public.

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Recorded- 22nd April, 1952 at 11 A.M.

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J.H.H. No. 677, folio 284, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 27th. day of June, 1958, A.D.

George T. Cromwell, Clerk.
S.

George T. Cromwell, Clerk

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

EQUITY NO. 10,345

FRANKIE WILSON & SONS, INC.,
A body corporate
COMPLAINANT,
vs.

The Arundel Realty Company of
Anne Arundel County,
A Defunct Corporation,
J. T. Moylan, its last-named resident agent,
and
Clarence J. Gould, and John W. Jarden, its
last known directors, as Surviving Directors
and Trustees,

and

Annapolis Savings Institution,
A Defunct Corporation,
E. Churchhill Murray, and T. Carroll
Worthington, as Surviving Directors
and Trustees,
and
John J. Carson, et als.,
and any and all persons, if living,
their heirs and assigns, successors and
assigns of said corporations, having, or
claiming to have any interest in Lots Nos.
29, 31 and 33, Block 7 WOODLAWN HEIGHTS, per
plat recorded GW 66, folio 491.

LIBER 110 PAGE 600

D E CR E E

This cause standing ready for hearing, the testimony taken and 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 69 to 121 of the Annotated Code of Maryland, 1951 Edition,

IT IS THEREUPON this 11th day of ~~July~~ August, 1958, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed:

1. That all of the rights of redemption of the defendants, the Annapolis Savings Institution, E. Churchhill Murray and T. Carroll Worthington, its surviving Directors and Trustees, the Arundel Realty Company of Anne Arundel County, J. T. Moylan, its last-named Resident Agent, Clarence J. Gould and John W. Jarden, its last known directors and Trustees, be barred and foreclosed.

2. That an absolute and indefeasible title in fee simple to said properties, free and clear of all alienations occurring prior to this decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to said sale, and public assessments to which the same may be subject) be, and the same are hereby vested in the Complainant.

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3. That upon payment to him of the balance, if any, due on the purchase price, 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 Complainant.

4. That the Complainant shall pay the costs of these proceedings.

Benjamin Michaelson
Judge