

JENNIE CERNY,

*
*

vs.

* IN THE CIRCUIT COURT FOR
* ANNE ARUNDEL COUNTY
*
* IN EQUITY.

JOSEPH F. CERNY,
FRANK E. KRIEGLSTEIN and
ELIZABETH KRIEGLSTEIN, his
wife.

* No. 8187 -
*

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

Your oratrix, complaining, says:

FIRST: That your oratrix and her then husband Joseph Cerny, one of the defendants herein, as tenants by the entireties, under and by virtue of a deed dated July 27th. 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 184 folio 538, acquired from Lina A. Buccino, a certified copy of which is filed herewith marked Complainant's Exhibit A, and prayed to be taken as a part hereof, subject to a one cent annual rent all that lot or parcel of land and improvements situate in Anne Arundel County aforesaid and described as follows, viz:

BEING all those seven lots of ground situate in Anne Arundel County, State of Maryland, numbered Twenty-nine, Thirty, Thirty-one, Thirty-two, Thirty-three, Thirty-four and Thirty-six in Section numbered Sixty four on the East side of Cutting Avenue as shown on the Plat of Cutting Park, recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1 folio 102.

BEING the same lots of ground described in a deed dated July 27, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 184 folio 538, from Lina A. Buccino to Joseph F. Cerny and Jennie Cerny, his wife.

SECOND: That by deed dated June 20th. 1938, and recorded among the Land Records of Anne Arundel County aforesaid in Liber F.A.M. No. 187 folio 87, a certified copy of which is filed herewith marked Complainant's Exhibit B and prayed to be taken as a part hereof, the said Joseph Cerny aforesaid, attempted with

LIBER 111 PAGE 2

William E. Stuckert and Annie E. Stuckert, his wife, the owners of the annual rent of one cent or reversion, to convey said lot or parcel of land heretofore described to the other defendants herein Frank E. Krieglstein and Elizabeth Krieglstein (sister of Joseph Cerny) his wife, in fee simple, but that the legal effect of said conveyance, if any, was to convey the rent or one cent or reversion.

*

"That the defendant, Joseph F. Cerny, prior to the deed hereinbefore referred to, owned the lots or parcels of land, subject to an annual rent of one cent, titled in William L. Stuckert and wife, and the deed hereinbefore referred to was executed without consideration, and was for the sole purpose of having the sister and brother-in-law of the said Joseph F. Cerny hold the legal title to the same, so as to defeat the rights of your oratrix and her estate in and to said lots or parcels of land, the said deed being null, void and of no effect".

THIRD: That your oratrix was by a decree of the Circuit Court No. 2 of Baltimore City dated October 23, 1940, in a case therein pending entitled "Jennie Cerny vs. Joseph Cerny" Docket 49 B folio 466, divorced a vinculo matrimonii from the said Joseph Cerny, a certified copy of said decree of divorce being filed herewith and marked "Exhibit C" and by virtue of said decree of divorce your oratrix did become a tenant in common of an undivided one half interest or moiety in and to said lot or parcel of land and improvements, hereinbefore described, in fee, with said Joseph Cerny or his alienees, the said Frank E. Krieglstein and Elizabeth Krieglstein, his wife.

FOURTH: That the said real estate is not susceptible of partition without material loss or injury to the parties hereto as their interests may appear, and it will be necessary that the said real estate be sold and the proceeds thereof divided amongst the parties according to their respective interests.

FIFTH: That the said defendants have for the past several years occupied and possessed the said lot or parcel of land and improvements and have collected the rents, revenues and profits therefrom and enjoyed the use thereof, and have not accounted to your oratrix for the same, and unless this Honorable Court immediately appoints a receiver or receivers to take charge of said property and collect the rents, revenues and profits therefrom, your oratrix will be remediless.

To the end therefore,

(a) That a decree may be passed by this Honorable Court for the sale of said real estate.

(b) That the proceeds of said sale may be distributed between your oratrix and the said Joseph F. Cerny, Frank E. Krieglstein and Elizabeth Krieglstein, his wife, according to their respective rights and interests.

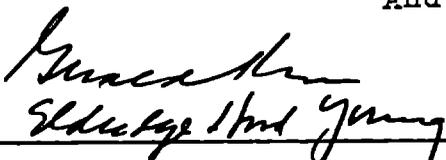
(c) That the said Joseph F. Cerny, Frank E. Krieglstein and Elizabeth Krieglstein, his wife, may on their oath answer this bill and discover and set forth in detail all sums received by them from the rental of the lot or parcel of land and improvements described herein, lying in Anne Arundel County aforesaid, and that the said defendants may be decreed to pay unto your oratrix all sums by them due her on account of the same.

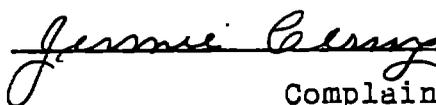
(d) That this Honorable Court may immediately appoint a receiver or receivers to take charge of said real estate with power and authority to collect the rents and profits therefrom and hold the same under the order and direction of this Court for the benefit and advantage of the persons entitled thereto.

(e) And for all such other and further relief as the case of your oratrix may require.

May it please your Honor to grant unto your oratrix the writ of subpoena directed to the said defendants, Joseph F. Cerny, Frank E. Krieglstein and Elizabeth Krieglstein, his wife, residing in Baltimore City, State of Maryland, commanding them to be or appear in this Honorable Court on some day certain to be named therein to answer the premises and abide by and perform such decree as may be passed herein.

And as in duty bound, etc.


Solicitors for Complainant


Complainant

STATE OF MARYLAND:

BALTIMORE CITY: to wit:-

I Hereby Certify that on this 9th day of May 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Jennie Cerny and made oath in due form of law that the matters and facts herein set forth are true as therein stated.

As Witness my hand and Notarial Seal.

Eppie G. Bredem

Notary Public.

Upon the foregoing bill of complaint, verified by affidavit, and exhibits, it is this 12th day of May 1941, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY, O R D E R E D that Joseph F. Cerny, Frank E. Krieglstein and Elizabeth Krieglstein, his wife, show cause on or before the 28th day of May 1941, why a receiver should not be appointed as prayed in said bill, provided a copy of this order be served on said Joseph F. Cerny, Frank E. Krieglstein and Elizabeth Krieglstein, his wife, on or before the 17th day of May 1941.

Rosely B. Melton
Judge

No. 8187

JENNIE CERNY,

vs.

JOSEPH F. CERNY et al.

Bill of Complaint

Mr. Clerk:

Please file, etc.

Gerald Kerr
Elizabeth Ford Gray
Solicitors for Complt.
Filed May 10" 1941.
order May 12, 1941

GERALD KERR
ATTORNEY AT LAW
BALTIMORE, MARYLAND

Almondah made 17th
FILED *17* *fd.*

This Deed, Made this

27th

day of

July

by and between

in the year one thousand nine hundred and thirty-five

Lina A. Buccino

of the City of Baltimore in the State of Maryland, of the first part, and

Joseph F. Cerney and Jennie Cerney, his wife, of the same City and State,

of the second part.

Witnesseth, That in consideration of the sum of five dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged,

the said Lina A. Buccino

do th grant and convey unto the said Joseph F. Cerney and Jennie Cerney, his wife,

personal representatives and assigns, all those seven lots of ground situate in Anne Arundel County, State of Maryland ~~as aforesaid~~, and described as follows, that is to say: ~~Beginning for the~~ Being all those seven lots numbered Twenty-nine, Thirty, Thirty-one, Thirty-two, Thirty-three, Thirty-four, and Thirty-six, in Section numbered Sixty-four on the East side of Outing Avenue, as shown on the Plat of Outing Park, recorded among the Land Records of Anne Arundel County, in Plat Book G. W., No. 1, folio 102.

BEING same lots of ground which by deed of even date and recorded among the Land Records of Anna Arundel County prior hereto was granted and conveyed by Joseph F. Cerney to Lina A. Buccino.

Together with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in any wise appertaining.

To Have and To Hold the said described lots of ground and premises, unto and to the use of the said Joseph F. Cerney and Jennie Cerney, his wife, their

personal representatives 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 Cent Dollars, payable half-yearly on the first days of February and August in each and every year.

And the said party of the first part hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that she will warrant specially the property hereby granted; and that she will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor

TEST:

John E. Buccino } Lina A. Buccino (SEAL)

_____ (SEAL)

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 27th day of July in the year one thousand nine hundred and thirty-five before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Lina A. Buccino the grantor named in the above Deed, and she acknowledged the foregoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

John E. Buccino

Notary Public.



I hereby certify that the property named in this deed has been drawn for record as provided by act of 1920.
R. FERRY ARNOLD
Clerk

no - def. of
ASSIGNMENT
of

FROM

LINA A. BUCCINO *per*

TO

JOSEPH F. CERNEY AND

JENNIE CERNEY, his wife,

BLOCK NO. _____

Received for Record *June 27 1938*

at *2:15* o'clock *P.M.* Same day recorded

in Liber *184* No. *338* Folio *338* &c.

one of the Land Records of _____

and examined per

Frank A. Minnick

Cost of Record, \$ _____

92.25

No. 8187 - P. Ex. no 2

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

JENNIE CERNEY

VS

JOSEPH F. CERNEY

Exhibit (A)

Filed May 10 1941.

No Stamps required H. M. B.

THIS DEED, Made this twentieth day of June, in the year one thousand nine hundred and thirty-eight, by and between William L. Stuckert and Annie E. Stuckert, his wife, and Joseph F. Cerney of Baltimore City in the State of Maryland, of the first part, and Frank E. Krieglstein and Elizabeth Krieglstein, his wife, of the second part.

WITNESSETH, that in consideration of the sum of Five dollars and other good and valuable considerations, receipt whereof is hereby acknowledged the said William L. Stuckert and Annie E. Stuckert, his wife, and Joseph F. Cerney do grant and convey unto the said Frank E. Krieglstein and Elizabeth Krieglstein, his wife, their heirs and assigns, in fee simple, all those seven lots of ground, situate, lying and being in Third Election District of Anne Arundel County, aforesaid, and described as follows, that is to say:-

ALL those seven lots of ground situated in the Third District of Anne Arundel County, State of Maryland, designated as lots Nos. 29, 30, 31, 32, 33, 34, 36, Section No. 64 on the East side of Outing Avenue as shown on a plat of Outing Park, filed among the Land Records aforesaid in Plat Book G. W. No. 1, folio 102.

BEING the same lots of ground which by Lease dated February 2nd 1927, and recorded among the Land Records aforesaid in Liber F. S. R. No. 11, folio 181 &c., were leased by William L. Stuckert and Anna E. Stuckert, his wife, to the said Joseph F. Cerney.

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 Frank E. Krieglstein and Elizabeth Krieglstein, his wife, their heirs, and assigns, in fee simple.

And the said parties of the first part hereby covenant 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 hands and seals of said grantors.

TEST:	William L. Stuckert (Seal)
Mary A. Brooks	Anna E. Stuckert (Seal)
Rodell Nash.	Joseph F. Cerney (Seal)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 20th day of June, in the year one thousand nine hundred and thirty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared William E. Stuckert and Annie E. Stuckert, his wife, the above named grantors and they acknowledged the foregoing deed to be their act.

AS WITNESS my hand and Notarial seal.

(Notarial Seal)	Mary A. Brooks
	Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit;

I HEREBY CERTIFY, that on this 1st day of July, 1938, before me the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Joseph F. Cerney, the above named grantor and he acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)	Rodel Nash
	Notary Public

Recorded July 28, 1938, at 10 A. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F. A. M. 187, folio 87, 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 10th day of May, A. D. 1941.

John H. Hopkins, 3d. Clerk.

Jennie Berry,

vs.

Joseph S. Berry,
et al.

Exhibit B.

Filed May 10th 1941.

#2.07 Pd G. Kern

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JENNIE CERNY,

vs.

JOSEPH CERNY.

IN THE CIRCUIT COURT NO. 2
OF BALTIMORE CITY
49 B 466

This cause having come on for hearing upon bill or complaint and answer, testimony having been taken in open court, and the matters submitted by counsel for the respective parties, the papers read and considered,

It Is Thereupon this 23rd. day of October 1940 Adjudged Ordered and Decreed that Jennie Cerny, complainant, be and she is hereby divorced a vinculo matrimonii from Joseph Cerny, the defendant;

And It Is Further Adjudged, Ordered and Decreed that the defendant Joseph Cerny pay unto Jennie Cerny, the complainant, the sum of \$400.00 in lieu of permanent alimony the same to be paid at the rate of fifteen dollars each month accounting from this date;

And It Is Further Adjudged, Ordered and Decreed that the defendant Joseph Cerny pay unto Gerald Kerr and Eldridge Hood Young Solicitors for Jennie Cerny, complainant, the sum of one hundred dollars as counsel fee;

And It Is Further Adjudged, Ordered and Decreed that the defendant, Joseph Cerny, pay the costs of these proceedings.

Joseph M. Ulman

J.N.

State of Maryland,
City of Baltimore, ss:

I, CHARLES A. McNABB, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Decree: signed the 23rd day of October 1940.

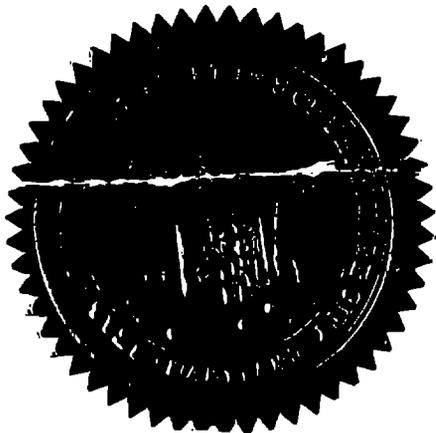
now on file in this office in the cause therein entitled Jennie Cerny, --vs-- Joseph Cerny.

In Testimony Whereof, I hereto set my hand and affix the

seal of the said CIRCUIT COURT NO. 2, this 6th

day of May A. D. 1941.

Charles A. McNabb
CLERK.



P. E. no 1

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY

no. 8187

JENNIE CERNY

vs.

JOSEPH F. CERNY

Exhibit C

Filed May 10 1941.

GERALD KERR
ATTORNEY AT LAW
BALTIMORE, MARYLAND

JENNIE CERNY

VS.

JOSEPH F. CERNY,
FRANK E. KRIEGLSTEIN and
ELIZABETH KRIEGLSTEIN, his wife

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

NO. 8187

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Joseph F. Cerny, one of the respondents in the above entitled case demurs to the whole of the plaintiff's Bill of Complaint and to each and all of the prayers for relief and for grounds of demurrer assigns the following reasons:

First. That the complainant has not stated in her Bill of Complaint such a cause as entitles her to the relief prayed.

Second. Because said Bill of Complaint is multifarious.

Third. And for other reasons, to be assigned at the hearing of this demurrer.

And as in duty bound, etc.

Alfred Williams
Solicitor for Respondent

Joseph F. Cerny
Respondent

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that before me a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared Joseph F. Cerny and he made oath in due form of law that the demurrer filed by him in the within case is not for the purpose of delay.

SUBSCRIBED AND SWORN this 27 day of May, in the year nineteen hundred and forty-one.



Alice J. Barry
Notary Public.

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY IN EQUITY
NO. 8187

JENNIE CERNY

VS.

JOSEPH F. CERNY
FRANK E. KRIEGLSTEIN and
ELIZABETH KRIEGLSTEIN, wife

DEMURRER

Mr. Clerk:--

Please file, etc.

Alfred H. Wilkes
Solicitor for Respondent

Filed May 29" 1941.

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VS.

CIRCUIT COURT FOR

JOSEPH F. CERNY,
FRANK E. KRIEGLSTEIN and
ELIZABETH KRIEGLSTEIN, his wife

ANNE ARUNDEL COUNTY

IN EQUITY

NO. 8187

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

And now comes Joseph F. Cerny, one of the respondents in the above entitled case and for answer to Bill of Complaint:says

First. Your respondent admits the allegations in the first paragraph of said Bill of Complaint.

Second. Your respondent admits so much of the second paragraph of the said Bill of Complaint as pertains to the conveyance by the said Joseph Cerny, William E. Stuckert and Annie E. Stuckert, his wife, to the respondents Frank E. Krieglstein and Elizabeth Krieglstein, but your respondent neither admits nor denies the legal affect of said conveyance.

Third. Your respondent admits so much of the third paragraph of the said Bill of Complaint as pertains to the decree of divorce between the said Jennie Cerny and Joseph F. Cerny, but your respondent neither admits nor denies the allegation in said paragraph pertaining to the interest of the complainant as therein set forth.

Fourth. Your respondent neither admits nor denies the allegations contained in the fourth paragraph of the said Bill of Complaint.

Fifth. Your respondent answering the fifth paragraph of the said Bill of Complaint says that he has from time to time enjoyed the use of the said property but in doing so he was acting in pursuance of his rights.

Sixth. Further answering said Bill of Complaint your Respondent says that in July, nineteen hundred and thirty-five he and the complainant Jennie Cerny entered into an agreement whereby in consideration of the conveyance by him of his interest in the property mentioned in the first paragraph of the Bill of Complaint in such manner as to creat a tenancy by an entirety between himself and the said Jennie Cerny, the said Jennie Cerny on her part agreeing to execute such instruments as were necessary to place in joint ownership between herself and the

respondent certain shares of stock and certain accounts in bank representing deposits of money.

Seventh. That your respondent relied upon the representation of the complainant and acting in utmost good faith and with complete confidence and trust executed the instruments on his behalf to be executed and relied upon the instruments of the complainant that she had executed the instruments necessary to be executed on her behalf to carry out the said agreement. That in subsequent litigation your respondent discovered that the complainant had failed to place the property owned by her in the joint ownership as agreed and in fact had done nothing towards carrying out her part of the said agreement, and although she has received large dividends and profits from such property she has failed to account to your respondent for any of it.

Your respondent therefore prays that the said Bill of Complaint be dismissed.

And for such other and further relief as your respondent's cause may require.

And as in duty bound, etc.

Alfred J. Walker
Solicitor for Respondent

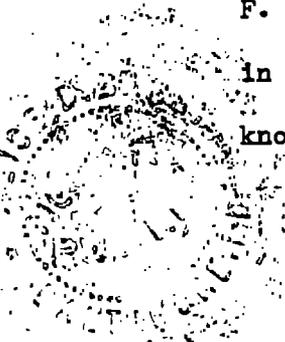
Joseph F. Cerny
Respondent

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 27 day of May, in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph F. Cerny and made oath in due form of law that the matters and facts set forth in the foregoing Answers to Bill of Complaint, are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Alise D. Barry
Notary Public.



IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY IN EQUITY
NO. 8187

JENNIE CERNY

VS.

JOSEPH F. CERNY
FRANK E. KRIEGLSTEIN and
ELIZABETH KRIEGLSTEIN, wife

ANSWER TO BILL OF COMPLAINT

Mr. Clerk:--

Please file, etc.

Alfred Walker
Solicitor for Respondent

Filed May 29" 1941

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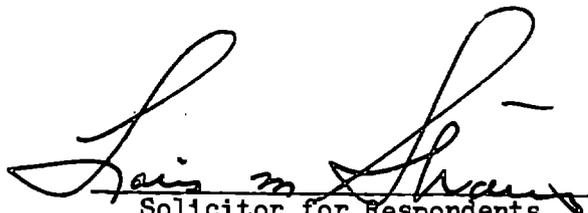
JENNIE CERNY	:	EQUITY NO. 8187
VS.	:	IN THE CIRCUIT COURT
JOSEPH F. CERNY	:	FOR
FRANK E. KRIEGLSTEIN and	:	
ELIZABETH KRIEGLSTEIN, his wife	:	ANNE ARUNDEL COUNTY

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TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes Frank E. Krieglstein and Elizabeth Krieglstein, his wife, and for a general answer to the Bill of Complaint neither admits nor denies the allegations of the said Bill of Complaint and places the complainant on proof thereof.

And as in duty bound, etc.


 Solicitor for Respondents

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

JENNIE CERNEY

VS.

JOSEPH F. CERNY
FRANK E. KRIEGLSTEIN and
ELIZABETH KRIEGLSTEIN, his wife

Answer to Bill of Complaint

Mr. Clerk:

Please file, etc.



Solicitor for Respondents

Filed Nov. 16th. 1942

LOUIS M. STRAUSS
ATTORNEY-AT-LAW
ANNAPOLIS, MD.

STATIONERS, INC.

JENNIE CERNY

vs

JOSEPH F. CERNY

et al.

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IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY
Equity No. 8187
Docket 11 folio 150

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The petition of Jennie Cerny respectfully represents:

FIRST: That heretofore she filed her bill of complaint in this proceeding against Joseph F. Cerny, Frank E. Krieglstein and Elizabeth Krieglstein, his wife, and that Joseph F. Cerny, one of the defendants has answered and demurred to said bill of complaint and the other of said defendants Frank E. Krieglstein and Elizabeth Kireglstein, his wife, have filed a general answer thereto, all of which will more fully appear from the proceedings herein.

SECOND: That your petitioner believes and therefore charges and avers that she is entitled to amend said bill of complaint by interlineation, adding to the second paragraph of said bill the following:-

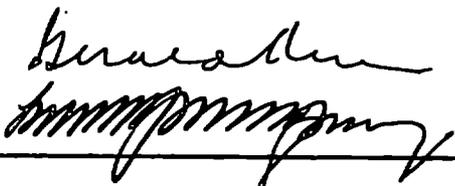
"That the defendant, Joseph F. Cerny, prior to the deed hereinbefore referred to, owned the lots or parcels of land, subject to an annual rent of one cent, titled in William L. Stuckert and wife, and the deed hereinbefore referred to was executed without consideration, and was for the sole purpose of having the sister and brother-in-law of the said Joseph F. Cerny hold the legal title to the same, so as to defeat the rights of your oratrix and her estate in and to said lots or parcels of land, the said deed being null, void and of no effect".

WHEREFORE she prays that an order be passed by this Honorable Court allowing her to amend said bill of complaint by interlineation by adding after the second paragraph thereof the following:-

"That the defendant, Joseph F.Cerny, prior to the deed hereinbefore referred to, owned the lots or parcels of land subject to an annual rent of one cent, titled in William L.Stuckert and wife, and the deed hereinbefore referred to was executed without consideration, and was for the sole purpose of having the sister and brother-in-law of the said Joseph F.Cerny hold the legal title to the same, so as to defeat the rights of your oratrix and her estate in and to said lots or parcels of land, the said deed being null, void and of no effect."

And for all such other and further relief as your petitioner's case may require.

And as in duty bound, etc.



Solicitors for Complainant.

Leave is hereby granted to amend the bill of complaint by interlineation as above set out this 26th day of January 1943.



JUDGE

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY,
IN EQUITY, Equity No. 8187
Doc. 11 folio 150.

JENNIE CERNY

vs.

JOSEPH F. CERNY,
et al.

PETITION etc.

over Jan. 26, 1943

Mr. Clerk:

Please file, etc.

[Signature]
[Signature]
Sols. for Complainant

ELDRIDGE HOOD YOUNG
ATTORNEY AT LAW
34 CENTRAL SAVINGS BANK BUILDING
BALTIMORE

FILED *26 January 1943*

THE DAILY RECORD CO., BALTIMORE, MD

Service of Copy admitted this

26 day of *January* 1943.

Solicitor for Joseph F. Cerny

[Signature]
Solicitor for Frank E. Krieglstein et al.

Filed January 26th, 1943.

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Jeanie Cerny	:	In The
vs.	:	Circuit Court for Anne Arundel
Joseph F. Cerny,	:	County
et al	:	Equity #8187 + Docket 11,
	:	folio 150

To the Honorable, the Judge of said Court.

The answer of Joseph F. Cerny, Frank E. Kriegelstein and Elizabeth Kriegelstein to the amended Bill of Complaint in the above entitled case respectfully represents unto your Honor.

1. Your respondents deny the allegation contained in the first paragraph of the said Bill of Complaint.

2. Your respondents admit the allegations contained in the second paragraph of the said Bill of Complaint in so far as they pertain to the conveyance by the said Joseph F. Cerny and William M. Stuckert and wife of the leasehold and reversionary interest in the property therein mentioned but deny that the said conveyance was without consideration or was for the purpose of defeating the rights of the complainant therein. And further answering said paragraph say that the conveyance was for a good and valuable consideration.

3. Your respondents admit so much of the third paragraph of said Bill of Complaint as pertains to the decree of divorce between the said Jenny Cerny and Joseph F. Cerny but denies that the said Jenny Cerny has any interest in the said property.

4. Your respondents answering the fourth paragraph of said Bill of Complaint say, that for reasons herein before shown, the complainant has no interest in the said property and is not entitled to have a partition thereof.

5. Your respondents answering the fifth paragraph of the Bill of Complaint says that, as hereinbefore shown, the Complainant has no interest in the said property and is therefore not entitled to any accounting nor is she entitled to ask for the appointment of a receiver therefore.

Your respondents answering said Bill of Complaint pray that the same be dismissed with their proper costs.

AND as in duty bound, etc.

Joseph F. Cerny

Frank E. Shieglstein

Elizabeth Shieglstein

Louis Strauss
Agnes Hurdelle
Solicitors for Respondants.

<p>In The Circuit Court for Anne Arundel County - Equity 8187 - Docket 11 - folio 150</p> <p>Jeanie Cerny</p> <p>vs.</p> <p>Joseph F. Cerny, et al</p>	<p>Answer to Complaint</p>	<p>Mr. Clerk: Please file.</p>	<p>Solicitor for Respondants</p> <p>Filed 17 March 1947 J.F.C.</p> <p>LUCAS BROS., INC., BALTIMORE, FORM L 113</p>
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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JENNIE CERNY	:	
Plaintiff	:	
vs.	:	
JOSEPH F. CERNY,	:	No. 8187 Equity
FRANK E. KRIEGLSTEIN and	:	
ELIZABETH KRIEGLSTEIN, his wife,	:	
Defendants	:	

By an indenture dated February 2nd, 1927, and recorded among the land records of Anne Arundel County in Liber F. S. R. No. 11 Folio 181 etc., William L. Stuckart and Anna E. Stuckart, his wife, demised and leased the property described in this controversy to Joseph F. Cerny (one of the defendants) for the renewable term of 99 years, subject to the payment of an annual ground rent of one cent.

By deed dated the 27th day of July, 1935, the said Joseph F. Cerny granted his leasehold interest in this property to Lina A. Buccino (a straw woman) and, on the same day, Miss Buccino granted said leasehold interest to the said Joseph F. Cerny and Jennie Cerny, his then wife, as tenants by the entireties. These deeds were immediately delivered to Mrs. Cerny but not recorded until June 27th, 1938; and for convenience will hereinafter sometimes be referred to as "the Buccino deeds".

The next step in the claim of events, is a deed from the said William L. Stuckart and Anna E. Stuckart, his wife, and the said Joseph F. Cerny to Frank E. Krieglstein and Elizabeth Krieglstein, his wife, dated June 20th, 1933, and acknowledged by Mr. and Mrs. Stuckart on that day, but not acknowledged by Mr. Cerny until July 1, 1938, and not recorded until the 28th of that month. This deed purports to convey the property in fee simple; and for convenience will hereinafter sometimes be referred to as "the

Krieglstein deed".

Mr. and Mrs. Cerny were divorced a vinculo matrimonii by the Circuit Court No. 2 of Baltimore City on October 23, 1940.

On May 10, 1941, Mrs. Cerny filed her bill of complaint herein, against Mr. Cerny and Mr. and Mrs. Krieglstein, and claimed that she had a half undivided interest in and to the leasehold estate in and to said property; alleged that said property could not be divided without material loss and injury; and prayed for its sale for purposes of partition. Mr. Cerny answered this bill and admitted the allegation of the first paragraph thereof, that is to say, the paragraph which set up the acquisition of the leasehold interest in and to the property by Mr. and Mrs. Cerny, as tenants by the entirety by the deed from Miss Buccino dated July 27, 1935, as aforesaid, admitted the execution of the alleged conveyance to Mr. and Mrs. Krieglstein, but neither admitted nor denied the legal effect thereof, admitted the divorce but neither admitted nor denied the allegation that the property could not be divided without material loss and injury, admitted that he had from time to time enjoyed the use of said property but alleged that in so doing, he was acting in pursuance of his rights, and then by the sixth and seventh paragraphs thereof sought to set up the defense that in 1935 he and Mrs. Cerny had entered into an agreement whereby in consideration of the conveyance by him of the property described in the first paragraph of the bill in such a manner as to create a tenancy by the entirety thereof, Mrs. Cerny had promised to do certain things which she had not done. The defendants, Krieglstein, filed what they called a general answer to this bill whereby they neither admitted nor denied the allegations thereof.

The plaintiff then asked leave to amend her bill by interlineation, and, the leave being granted, added another sentence at

the end of the second paragraph thereof. In all other respects the amended bill is exactly the same as the original. The three defendants then filed a joint answer to the amended bill, by the first paragraph of which they denied the allegations of the first paragraph thereof (being the exact paragraph which Mr. Cerny has admitted in his original answer) denies that the deed to Mr. and Mrs. Krieglstein had been made for the purpose of defeating Mrs. Cerny's rights under the deed from Miss Buccino dated July 27, 1935, set up that this deed to Mr. and Mrs. Krieglstein had been made for "a good and valuable consideration," omitted any reference to the matters alleged in the sixth and seventh paragraphs of Mr. Cerny's original answer, and denies that Mrs. Cerny had any interest in the property.

Testimony was taken in open Court. Mr. Cerny and Mrs. Krieglstein did not testify at all; but Mr. Krieglstein was called as an adverse witness by the plaintiff (article 35 section 8). Mr. Krieglstein is an airbrake inspector, has been employed by the Pennsylvania Railroad for quite a long time, and is certainly a man of average, if not more than average, intelligence. He was, however, just about as indefinite and evasive in his answers as a man could well be. He testifies that Mr. Cerny had conveyed the property to him and Mrs. Krieglstein, "in consideration for the money that he had owed me"; that he had loaned Mr. Cerny \$150 in 1931, \$350 in 1937 and \$150 in 1938, making "about \$600 in all"; that Mr. Cerny had offered him the property in satisfaction of his indebtedness to him; that Mr. Cerny had attended to the drawing and execution of the deed; that he knew nothing about the matter until about the time he got the deed from the record office; that he was not sure when this was, at first saying that it was in the summer of 1938 and then saying that perhaps it was in the summer of 1939 or 1940; that he first learned of the deed to Mrs. Cerny

when he got the deed from Mr. Cerny to him and Mrs. Krieglstein; that he had given the deed to Mr. Strauss, a lawyer at Annapolis, in the summer of 1940; that he knew about the letter Mr. Strauss had written Mrs. Cerny dated November 2, 1940 (which had been admitted in evidence); that Mrs. Cerny had sent Mr. Strauss three cents in payment of three year's rent and that said three cents had not been returned; that he had employed no one to prepare the deed to him and Mrs. Krieglstein; that said deed had been prepared under Mr. Cerny's supervision; that he had not paid Mr. Strauss for drawing the deed and did not know whether Mr. Cerny had paid him or not; that the first time he ever had anything to do with the matter was when he got the deed from the Court House; and that he could not explain the absence of Federal Revenue and State Recordation stamps on the deed.

The primary question for the Court's determination is, which of the two deeds, that is to say, the deed from Miss Buccino to Mr. and Mrs. Cerny, or the deed from Mr. Cerny and Mr. and Mrs. Stuckart to Mr. and Mrs. Krieglstein, is entitled to priority?

The consideration named in the Buccino deeds is "the sum of \$5.00 and other good and valuable considerations." The presumption of law is that a deed made for a valuable consideration, however small, is valid and bona fide. Poole vs. Poole, 129 Maryland 387, 389. There is no evidence on this point, and the Court, in the light of the above mentioned presumption, might be justified in finding that these deeds were executed for a valuable, as distinguished from a good, consideration; but in view of the fact that no Federal Revenue or State Recordation stamps were attached to these deeds it will treat them only as voluntary conveyances executed on a good consideration, that is to say, natural love and affection.

Apart from the inhibitions against fraudulent conveyances (13 Elizabeth, Chapter 5; article 45, section; and article 39B of

the Code) there is nothing in the law to prevent a husband from conveying property to his wife, or having it conveyed to himself and his wife as tenants by the entirety. To put the same principle in another way, a voluntary conveyance vests an absolute title in the grantee, subject only to the rights of creditors. Christopher vs. Christopher, 64 Maryland 578; Arthur vs. Morrow Brothers, 131 Maryland 59, 68; Goodman vs. Wineland, 61 Maryland 449. There is no suggestion here that at the time Mr. Cerny caused the title to this property to be placed in the name of himself and his then wife as tenants by the entirety, he was insolvent or did not have sufficient other property to pay his then subsisting debts, so no question of the rights of his subsisting creditors, if any he had, arises. Christopher vs. Christopher, supra; Arthur vs. Morrow Brothers, supra; Article 39B section 4. In any event any subsisting creditors of the husband, must assert their claims within three years of the recording of the deed or "be absolutely barred". Article 45, Section 1. And no other fraudulent purpose has been suggested.

By the same token, it may be stated that the conveyance of a property by a debtor to his creditor, in satisfaction of a subsisting indebtedness, is based on a valid consideration, and, if made in good faith, and without notice, actual or constructive, on the part of the grantee, of any prior conveyances or equities, will be upheld except in so far as such transactions are prohibited by the Federal Bankruptcy or State Insolvency laws. Drury vs. State Capital Bank, 163 Maryland 84; Article 39B of the Code; Busey vs. Reese, 38 Maryland 264; Bayne vs. State, 62 Maryland 110, 119; Armstrong vs. Fahnestock, 19 Maryland 58; Stieff vs. Wilson, 151 Maryland 597.

While the Buccino deeds were recorded prior to the recording of the Krieglstein deed, they were not recorded within six months

after their date, nor were they recorded prior to the date of the Krieglstein deed; and it is argued that having been recorded within six months from its date the Krieglstein deed must, therefore, be accorded priority.

The law pertaining to the effect of the recording of a deed after the six months period, is entirely different from that governing a mortgage. At one time neither a deed nor a mortgage could be placed on record after the expiration of the six months period, except pursuant to a decree of a Court of Equity. As far as mortgages are concerned, that requirement is still preserved by what is now Section 36 of Article 16 of the Code; but, by Article 21, Section 20, a simpler method is prescribed for deeds, and now any deed, except deeds by way of mortgage, may be recorded after the expiration of the six months period without a decree of a Court of Equity, and when so recorded, shall have, "as against the grantor, his heirs or executors, and against all purchasers with notice of such deed or conveyance, and against all creditors of such grantor and his heirs who shall become so after the recording of such deed or conveyance, the same validity and effect as if recorded within the time herein before prescribed" (i.e. six months).

While the rights of creditors of a grantor or mortgagor who become such between the date of the deed or mortgage and the date of its recording, without notice thereof, are protected, (although in different ways) and the rights of bona fide purchasers for value, and without notice, who deal with a grantor or mortgagor prior to the recording of the instrument, are preserved by Section 36 of Article 16, as well as by Section 20 of Article 21, the effect of the recording of a deed under the latter section as well as of a mortgage under the former, is that from the moment the instrument is placed on record, such recording furnishes constructive notice from that time forward, to all the world, of the contents of the instrument. *Harding vs. Allen*, 70 Maryland 395; *Nally vs.*

Long, 56 Maryland 567; Kinsey vs. Drury, 146 Maryland 227, 230; James vs. Murray, 142 Maryland 101; Stanhope vs. Dodge, 52 Maryland 482; Dodge vs. Stanhope, 55 Maryland 113. If this were not so it would be useless to place either a deed or mortgage on record after the expiration of the six months period.

A deed can only take effect from the date of its delivery. To pass title, a deed must be delivered to the grantee, or to some one for him, and be accepted by him. The grantor must part with the possession of the deed, or the right to retain it. The grantor must do some act beyond his power to revoke. There can be no delivery so long as the deed is within the grantor's control and subject to his authority. Duer vs. James, 42 Maryland 492, 496; Leppoc vs. Bank, 32 Maryland 136, 105; Dunnington vs. Hubbard, 65 Maryland 87, 91; Bayne vs. State, 62 Maryland 100, 114, Renahan vs. McAvoy, 116 Maryland 356; Buckwald vs. Buckwald, 175 Maryland 115.

If a deed contains a date, it will be presumed that it was executed and delivered on that date. But this is only a prima facie presumption, and the deed may take effect from the day of delivery. Barry vs. Hoffman, 6 Maryland 78, 86-87; Rosenthal vs. Maryland Brick Company, 61 Maryland 594; Beeber vs. Ijams, 72 Maryland 196. The acknowledgement of a deed on a day subsequent to its date, destroys the presumption that it was delivered on the day of its date. Henderson vs. Baltimore, 8 Maryland 352; Rawlings vs. Lowndes, 34 Maryland 639, 644.

Applying these principles to the facts of the case we find that the Buccino deeds were recorded on the 27th day of June, 1938, while Mr. Cerny did not acknowledge the Krieglstein deed until the 1st day of July, 1938, so that at the time he acknowledged it and at the time it was delivered, Mr. and Mrs. Krieglstein had constructive notice of the deed under which Mrs. Cerny claims;

and the latter deed is, accordingly, entitled to priority.

This, it seems, is in accordance with equitable principles. One cannot be a purchaser for a valuable consideration unless he has parted with money or money's worth in consideration of the conveyance under which he claims. Tiffany, Real Property, 2247. And he must have parted with the consideration before he received notice of the intervening equity. Insurance Company vs. Shriver, 3 Maryland Ch. 381, 385-6; 2 Pomeroy's Equity Jurisprudence paragraph 691-"The decisions," says Mr. Pomeroy "both English and American, are all agreed that the notice received before the party has actually paid the money or parted with the other valuable consideration is a valid and binding notice, and subjects his interest to the prior equity of which he is thereby notified," supra. And this subordinating effect is produced alike by every species of notice, whether actual or constructive. Pomeroy's Equity Jurisprudence, paragraph 730. This is in line with the Maryland rule as recognized by Courts of Chancery as well as the spirit of the registration laws. As the late Chief Judge of our Court of Appeals, aptly said, in Stieff vs. Wilson, 151 Maryland 597, 601, "All the cases have agreed that for a purchaser to be protected against intervening equity, as upon an unrecorded deed, 'it must at least appear that he did some act on the faith of the sale, by which his position was varied for the worse and which cannot be retracted' (2 White and Tudor, Leading Cases in Equity (4th American Edition) 82, 83; Note, L. R. A. 1918 (438)"; and in the same case he had this to say on the application of the recording laws, "It is a recording statute, and it is to be presumed that it does not intend any departure from the well known American theory and purpose of recording claim to title, that is, to protect persons who might subsequently deal with the property and part with value for it without notice of the earlier conveyance." What had Mr. and Mrs.

Krieglstein parted with at the time Mrs. Cerny's deed was recorded? Absolutely nothing; Mr. Krieglstein declared that at that time he had never even heard of Mr. Cerny's intention to execute the deed to him and Mrs. Krieglstein, and Mrs. Krieglstein remained silent. And it does not matter whether we consider Mrs. Cerny a purchaser for a valuable consideration, or the deeds under which she claims purely voluntary. Even if the deeds were purely voluntary conveyances, they were, as heretofore shown, not void; and anyone dealing with Mr. Cerny, with actual or constructive notice thereof, took subject to her rights. *Baltimore vs. Williams*, 6 Maryland 235. If Mr. and Mrs. Krieglstein had dealt with Mr. Cerny, and parted with money or money's worth on the strength of his apparent ownership of the property, prior to the recording of the Buccino deeds, we might have a different situation (*Ober vs. Keating*, 77 Maryland 100); but Mr. Krieglstein says he did not know anything about the transaction until long thereafter.

In dealing with this situation the Court has not overlooked the provisions of section 15 of article 21 which provides that "Every deed of real estate, when acknowledged and recorded as herein directed, shall take effect as between the parties thereto from its date." It will be noted, however, that this taking effect applies only to the "parties thereto" and not to third persons injuriously affected thereby. And this section must receive a construction consistent with the other sections of said article; and this demands that when it definitely appears that the deed could not have been delivered until after its date, the date of delivery must be considered the true date. This was the theory on which the case of *Rawlings vs. Lowndes*, supra, was determined. There a husband acquired land by deed dated October 28, 1839, and recorded the following day, and as security for the purchase money executed a mortgage, of like date, but not acknowledged and

delivered until the 14th of November following, and it was held that the mortgage did not take effect until its acknowledgement and delivery, that in the intervening period the husband had a beneficial seizin in the land, and that his widow took dower therein, and that her claim was not affected by the mortgage.

But apart from Mrs. Cerny's rights as heretofore stated, the Court is of the opinion that the transfer to Mr. and Mrs. Krieglstein was not bona fide, and not without actual notice, on their part, of the Buccino deeds. We start with the proposition that Mrs. Krieglstein is Mr. Cerny's sister and she and her husband are apparently very friendly to him and very antagonistic to Mrs. Cerny. Why should Mr. Cerny in his answer to the original bill admit the validity of the ^{deed} ~~the~~/from Miss Buccino to him and Mrs. Cerny, and then by his answer to the amended bill deny that anything was conveyed thereby? When he filed his first answer he knew everything he knew when he filed the second. Why should he in this first answer neither admit nor deny the legal effect of the conveyance to Mr. and Mrs. Krieglstein? He was not without knowledge and he should have either admitted or denied the legal effect of said deed, and not evaded the question. Why should he in his first answer set up that the deeds under which Mrs. Cerny claims were executed in consideration of her promises to execute deeds for certain other properties, and then, in his second answer, abandon that position and assume the position that Mrs. Cerny has no interest in the property without saying how or why she has no such interest? Why should he, in his first answer, seek to justify his enjoyment of the use of the property by saying that in so doing "he was acting in pursuance of his rights"? If, the deed to Mr. and Mrs. Krieglstein was valid, as he now claims, he had no rights in the property when he filed his first answer, nor would he have any now.

Why should Mr. and Mrs. Krieglstein, if they were, as they now claim, bona fide purchasers of said property, for value, and without notice, have had their attorney, on November 2nd, 1940, write Mrs. Cerny that they had taken over, and held possession, of the property under the forfeiture provisions of the lease, because of the fact that no ground rent had been paid to them as owners of the ground rent for more than six months? This was more than two years after the deed to them was executed, and here we find them acknowledging Mrs. Cerny to be their tenant and claiming the right as landlords to evict her for non-payment of rent, a position absolutely inconsistent with the position that they were entitled to the property as bona fide purchasers thereof, for value, and without notice. Why should Mr. and Mrs. Krieglstein, by their answer to the original bill, have attempted to evade the issue by neither admitting nor denying all of the several allegations of the original bill? If a defendant submits to answer, his answer must be full and perfect as to all the material allegations of the bill, and he must admit or deny all the facts stated in the bill, with all their material circumstances, without any special interrogatories for that purpose. Miller's Equity Procedure, paragraph 155. Under the old practice, a plaintiff could not rely upon the silence of the defendant as to any material allegation; but had to prove it. Miller's Equity Procedure, paragraph 156; and see the conflicting views of Chancellors Hanson and Bland in Brantley's note (a) to the case of Hopkins vs. Stump, 2 Harris and Johnson, 301, the opinion of the former being adopted by the Court of Appeals in Warfield vs. Gambrill, 1 Gill & Johnson, 503, 510 and in subsequent cases. Now, by the 20th General Equity Rule, averments of the bill, other than the value or amount of damage, if not denied, shall be "deemed to be confessed," except in the cases of infants, lunatics, etc. and except as to averments of

which the defendant is without knowledge and so states. A defendant who neither admits nor denies everything cannot be said to have denied anything; and all such matters must accordingly be "deemed to be confessed". A bill in Equity is designed to search the defendant's conscience and illicit his contentions, and, when he has knowledge of the facts therein alleged, he must not only admit or deny each and every material allegation, but he must set up the defenses on which he relies; and he will not be permitted to evade the issue, or refuse to make an issue, and leave the plaintiff, as well as the Court, to find out his position as best they can, by simply filing what he calls a general answer neither admitting nor denying everything. To deny everything and demand full proof, ^{their deeds} is a time-honored refuge of defendants who would rather not have scrutinized in the searching light of a Court of conscience; but, as heretofore indicated, a refusal to admit anything is a denial of nothing.

But the plaintiff amended her bill, and the defendants had the right to answer the bill as amended; and did so. The averments of the original bill cannot, accordingly "be deemed to be confessed"; but the shifting position of the defendants as demonstrated by their words, as well as their conduct, may be considered in determining the mala fides vel non of their acts, and cause certain presumptions to be raised against, and certain duties to be imposed on, them.

In order to sustain the Krieglstein transaction, it is necessary for the Court to find that the deed was made not only on a valuable consideration, but also that it was bona fide and without notice of Mrs. Cerny's prior equity. Marowitz vs. Land, 130 Maryland 514, 521; Cooke vs. Cooke, 43 Maryland 531, and the cases there cited, James vs. Murray, 142 Maryland 101, 114, and cases there cited. There is, in this case no doubt of the bad faith of Mr. Cerny in executing the deed to Mr. and Mrs. Krieglstein.

He knew he had executed the deed to Miss Buccino; and he was simply trying to recapture the property. Without rehearsing the facts, the Court is of the opinion that the circumstances surrounding the execution of the deed to Mr. and Mrs. Krieglstein were such as to negative the normal presumption of innocence on their part, and call for a frank disclosure and full proof of all their dealings in connection with that transaction. See in addition to the authorities last cited Dawson vs. Waltenmeyer, 91 Maryland 328, 333; McCauley vs. Shockley, 105 Maryland 641; Chatterton vs. Mason, 86 Maryland 236; Arthur vs. Morrow Brothers, 131 Maryland 59. We have neither a frank disclosure nor full proof. Except when Mr. Krieglstein was called by the plaintiff as an adverse witness, we have on the part of the defendants nothing but silence; and silence is ominous. Why, for instance, if the deed was in fact made on a valuable consideration, was no effort made to explain the fact that no Federal Revenue or State Recordation Stamps were attached thereto? Why was no effort made to explain the endorsement "No stamps required H. M. B." which is found on this deed? All presumptions must, accordingly, be resolved against the defendants; and this means that the Court must find against the bona fides of the transaction.

But the proof shows that Mr. Krieglstein received actual notice of the deed under which Mrs. Cerny claims, at the same time he was advised of the deed to him and Mrs. Krieglstein. It will be recalled that he claimed that the latter deed had been executed and recorded before anything was said to him about it. It is not enough that a deed is in writing and signed and acknowledged by the grantor; before it can take effect it must be delivered to the grantee and accepted by him. When Mr. Krieglstein was told about the deed, he went to the record office at Annapolis and got it. But according to his own story, when he was told of the deed to himself and Mrs. Krieglstein, told that without his knowledge or solicitation he had been made the recipient of a

property which he says is worth at least \$700.00, he was also told of the deed under which Mrs. Cerny claims. He, accordingly, brings himself directly within the ruling in the case of Owens vs. Miller, 29 Maryland 144, and must be held charged with actual notice of Mrs. Cerny's rights. The facts of that case, as to the execution and recording of the deed, were the same as here, and Judge Nelson, in disposing of the point, said in part:

"If, therefore, the deed to Owens from Ford and wife was a voluntary act of Ford, and Owens knew nothing of the execution or recording of the same at the time it was executed and recorded by Ford; and at the time he was first told by Ford of the execution and the recording of said deed, he was also notified or informed by Ford that there existed a former deed for the said property to Fisher, we think the notice thus given him was entirely sufficient, and that he accepted the deed subject to such incumbrance."

Whether we take the case on the theory of (1) constructive notice (2) lack of bona fides in the Krieglstein transaction, or (3) actual notice, the result is the same; and Krieglstein deed must be regarded as ineffective against the half interest in the property which Mrs. Cerny acquired in virtue of the deed from Miss Buccino to her and Mrs. Cerny, and their subsequent divorce.

There is, however, no proof in the case to the effect that the property cannot be divided without material loss and injury; and the Court will not be able to decree a sale of leasehold interest for purposes of partition unless and until this is supplied. However as this proof was, no doubt, inadvertently overlooked, the parties will, on a proper application, be permitted to take testimony on this point, either before an examiner or in open Court; or, perhaps, they can enter into a stipulation which will have the same effect.

In addition to answering the original bill, Mr. Cerny demurred thereto; but as this demurrer was not re-filed to the amended bill the Court understands that it was abandoned.

In conclusion, I might add that if Mr. Krieglstein ever had a valid claim against Mr. Cerny (which I do not determine), his remedy was to proceed under Article 21, section 23, of the Code; but having failed to do that within six months of the recording of the Buccino deeds, he is now "absolutely barred" from asserting his claim against this property. Kinsey vs. Drury, supra.



Judge

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY, IN
EQUITY No. 8187

JENNIE CERNY
Plaintiff

vs.

JOSEPH F. CERNY,
FRANK E. KRIEGLSTEIN and
ELIZABETH KRIEGLSTEIN, his
wife,
Defendants

OPINION

Filed May 5" 1943.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY.

JENNIE CERNY,
Plaintiff

vs.

JOSEPH F. CERNY,
FRANK E. KRIEGLSTEIN and
ELIZABETH KRIEGLSTEIN, his wife,
Defendants.

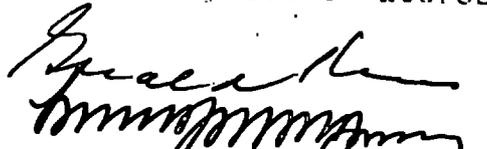
IN EQUITY NO. 8187

S T I P U L A T I O N

It is stipulated by and between the parties to this cause, Jennie Cerny, plaintiff, by Gerald Kerr and Eldridge Hood Young, her solicitors, and Joseph F. Cerny, Frank E. Krieglstein and Elizabeth Krieglstein, his wife, defendants, by Alfred F. Walker, their solicitor, as follows:-

That the lot or parcel of land and improvements mentioned in these proceedings and described in the deeds admitted into evidence is not susceptible of partition and cannot be divided between the parties to this cause as to their respective interests without material loss and injury.

Dated July 8th 1943.


Solicitor for Complainant


Solicitor for Defendant

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY No. 8187

JENNIE CERNY

vs.

JOSEPH F. CERNY, et al.

Stipulation

~~ORDER~~

Filed July 28th 1943.

ELDRIDGE HOOD YOUNG

ATTORNEY AT LAW

34 CENTRAL SAVINGS BANK BUILDING

BALTIMORE

FILED

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JENNIE CERNY, :
 Plaintiff, :
 vs. : No. 8187 Equity
 JOSEPH F. CERNY, and others, :
 Defendants. :

This cause standing ready for hearing, and being submitted, counsel were heard, and the proceedings, including the stipulation dated July 8th, 1943, read and considered.

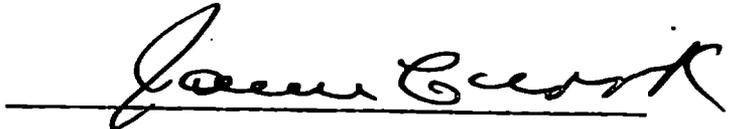
It is thereupon this 28 day of July, 1943, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed that Jennie Cerny, the plaintiff, is entitled to a one-half undivided interest in and to the leasehold interest (subject to a one cent ground rent) in the property mentioned in these proceedings in virtue of (1) the deed from Lina A. Buccino to her and the defendant, Joseph F. Cerny, her then husband, dated July 27th, 1935, and recorded among the Land Records of said Anne Arundel County in Liber F.A.M. No. 184 Folio 338, etc., and (2) her subsequent divorce from the said Joseph F. Cerny; and that the deed from the said Joseph F. Cerny and William L. Stuckert and Annie Stuckert, his wife, to Frank E. Kriegelstein and Elizabeth Kriegelstein, his wife, dated June 20th, 1938, and recorded among said Land Records in Liber F.A.M. No. 137, Folio 87, etc., is ineffective to divest her, the said Jennie Cerny, of said one-half undivided interest.

And, it appearing from said stipulation that said leasehold interest cannot be divided without loss or injury to the parties interested, it is further adjudged, ordered and decreed that said leasehold interest (subject to said one cent ground rent) in and to said property be sold; that Gerald Kerr 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, to be approved by this Court or the Clerk thereof, in the penalty of fifteen hundred dollars (\$1,500.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given notice for three successive weeks by advertisement inserted in such weekly newspaper or newspapers published in said Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one-third cash, one-third in six months and one-third in twelve months from the day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest from the day of sale and to be secured to the satisfaction of the trustee; and, as soon as may be convenient after 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 annexed affidavit 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 personal representatives, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiff 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 such 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, as follows, namely: one half of said balance to the said Jennie Cerny, and the other half thereof to the said Joseph F. Cerny or to the said Frank E. Kriegelstein and Elizabeth Kriegelstein, his wife, as this Court may hereinafter determine (the question of whether this second half belongs to the said Joseph F. Cerny or to the said Frank E. Kriegelstein and Elizabeth Kriegelstein, his wife, being expressly reserved for future determination).

LIBR 111 PAGE 48



Judge

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY,
No. 8187 Equity

JENNIE CERNY,

Plaintiff

vs.

Joseph F. Cerny, and others,
Defendants.

DECREE

28 July 1943

Filed July 29th 1943.

JENNIE CERNY,
PLAINTIFF,

LIBER 111 PAGE 50

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

VS.

JOSEPH CERNY, and others,
DEFENDANTS,

Equity No. 8187

Mr. Clerk:

Please enter an appeal in the above entitled case to The Court
of Appeals of Maryland.

Alfred J. Williams
Attorney for Defendants

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that before me a Notary Public of the State of
Maryland, in and for the City of Baltimore personally appeared Frank E.
Kriegelstein, one of the defendants in the above case and made oath in
due form of law that the appeal in the above case is not for the purpose
of delay.

As witness my hand and Notarial Seal this *21st* day of September, 1943.

Alice D. Barry
Notary Public

N. 8187 Equity

IN THE
CIRCUIT COURT FOR ANNE ARUNDEL
COUNTY

JENNIE CERNY,

Vs.

JOSEPH CERNY, et al,

ORDER FOR APPEAL

Mr. Clerk:

Please file.

Alfred J. [Signature]
Attorney for Defendants

Filed Sept. 24th 1943

✓

Jennie Cerny

Vs.

Joseph Cerny

:
:
:
:
:
:

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 8187 Equity

MR. Clerk;

Please dismiss the Order for an Appeal to the Court of Appeals of Maryland filed by the defendant in the above entitled case.

G. J. Walker
Attorney for Defendant

IN THE
CIRCUIT COURT FOR ANNE ARUNDEL
COUNTY

JENNIE CERNY

VS.

JOSEPH CERNY

ORDER *dimissing*

affred

MR. CLERK.

Please file.

A. Walker

Attorney for Defendant

Filed March 15 1944

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

JENNIE CERNY,

vs.

JOSEPH F. CERNY and others.

*
*
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*

IN EQUITY No. 8187

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Gerald Kerr, appointed trustee under the decree of this Court, respectfully shows:-

FIRST: That as will more fully appear from the proceedings herein your petitioner was by the decree of this Court passed herein on the 28th day of July 1943, appointed trustee with power to sell the property described in these proceedings upon filing with the Clerk of this Court a bond to the State of Maryland executed by himself and a corporate surety to be approved by this Court or the Clerk thereof in the penalty of \$1500.00, and conditioned upon the faithful performance of the trust reposed in him by said decree or to be reposed in him by any future decree or order.

SECOND: That thereafter the defendant Joseph Cerny, through his solicitor, notified your petitioner and the counsel for the complainant in this proceeding that he, the said Joseph Cerny, had prayed an appeal to the Court of Appeals of Maryland from the said decree passed herein on the 28th day of July 1943, and the solicitors for the complainant conferred with the solicitor for the defendants on certain and several days thereafter with a view to perfecting the record for the Court of Appeals of Maryland, and that the time for perfecting said appeal has expired.

THIRD: That your petitioner is of draft age and likely to be shortly called into service in the Armed Forces of the United States and therefore suggests to the Court here that he should be allowed to resign from said trusteeship and suggests to the Court that his associate counsel for the complainant, Eldridge Hood Young, be appointed trustee in his place and stead.

Wherefore your petitioner prays that an order be passed by this Honorable Court discharging Gerald Kerr, as trustee, to make sale in the decree passed herein on the 28th day of July 1943, and that Eldridge Hood Young be substituted in his place and stead.

And for all such other and further relief as your petitioner's case may require.

And as in duty bound, etc.



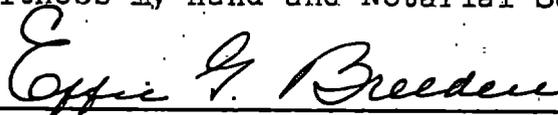
Gerald Kerr, Trustee

STATE OF MARYLAND:

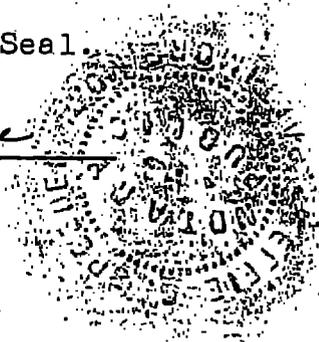
BALTIMORE CITY: to wit:

I Hereby Certify that on this 17th day of March 1944, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Gerald Kerr, petitioner herein, and made oath in due form of law that the matters and facts herein set forth are true as therein stated.

As Witness my hand and Notarial Seal.



Notary Public



Upon the foregoing petition, verified by affidavit, it is this 27th day of March 1944, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY, O R D E R E D that Gerald Kerr be and he is hereby discharged from acting as trustee under the decree passed in this cause on the 28th day of July 1943;

And It Is Further O R D E R E D that Eldridge Hood Young be and he is hereby appointed trustee (in the place and stead of Gerald Kerr) to make the sale ordered in the decree passed herein on the 28th day of July 1943 and that the course and manner of his proceedings shall be as follows:- he shall first file with the Clerk of the Court a bond to the State of Maryland, executed by himself, and a corporate surety, to be approved by this Court or the Clerk thereof, in the penalty of Fifteen Hundred (\$1500) 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 notice for three successive weeks by advertisement inserted in such weekly newspaper or newspapers published in said Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one-third cash, one-third in six months and one-third in twelve months from the day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest from the day of sale and to be secured to the satisfaction of the trustee; and, as soon as may be convenient after 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 annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratifi-

cation 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 personal representatives, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiff and defendants, and those claiming by, from or under them; and the said trustee shall bring into this Court the money arising from such 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, as follows, namely: one-half of said balance to the said Jennie Cerny, and the other half thereof to the said Joseph F. Cerny or to the said Frank E. Kriegelstein and Elizabeth Kriegelstein, his wife, as this Court may hereinafter determine (the question of whether this second half belongs to the said Joseph F. Cerny or to the said Frank E. Kriegelstein and Elizabeth Kriegelstein, his wife, being expressly reserved for future determination.)

Jan Clark
Judge

LIBER 111 PAGE 58
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY NO. 8187

JENNIE CERNY,

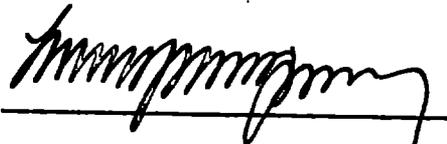
vs.

JOSEPH F. CERNY and others

Petition, Affidavit
and Order.

H. Clerk:

Please file, etc.



Solicitor for Complainant

March 22, 1944,

Order of Court
fd.

ELDRIDGE HOOD YOUNG

ATTORNEY AT LAW

34 CENTRAL SAVINGS BANK BUILDING

BALTIMORE

FILED March 24" 1944

15



227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

Know all Men by these Presents,

THAT, WE Eldridge Hood Young, of Baltimore, Maryland,

and New Amsterdam Casualty Company,

a body corporate of the State of New York, 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 ONE THOUSAND , FIVE HUNDRED-----(\$1,500,00.)----- 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 April, in the year of our Lord one thousand nine hundred and forty-four.

WHEREAS, the above bounden Eldridge Hood Young

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

mentioned in the proceedings in the case of Jennie Cerny

vs.

Joseph F. Cerny, et al,

now pending in said Court •

Now the Condition of the above Obligation is such, Eldridge Hood Young

THAT IF THE ABOVE BOUNDEN

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 obligations to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and Delivered in the presence of

Eldridge Hood Young
Eldridge Hood Young [SEAL]

Effie G. Breeden
Effie G. Breeden [SEAL]

NEW AMSTERDAM CASUALTY COMPANY

ATTEST:

By *G. Lee Burgess*
Vice President G. Lee Burgess [SEAL]

Joe T. Kozlosky
Assistant Secretary
Joe T. Kozlosky

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY IN EQUITY

LIBER 111 PAGE 60

19

No. 8187

No.

JENNIE CERNY,

plaintiff

\$

vs.

JOSEPH F. CERNY and others
defendants



BOND.

5
8

BOND APPROVED, this 19th

day of April 1944

John H. Hopkins, 3rd.
Clerk.

ON BEHALF OF

IN FAVOR OF

No. _____

DATE OF ISSUE

Filed April 19th. 1944.

JENNIE CERNY

vs.

JOSEPH F. CERNY et al.

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY,

No. 8187 EQUITY

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:-

The Report of Sale of Eldridge Hood Young, Trustee appointed by the decree in the above entitled cause, to make sale of leasehold property mentioned 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 weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, and also in the Baltimore Sun, a daily newspaper published in Baltimore City, a copy

Register of Wills for Anne Arundel County m-11

Public Sale

Of Lots At Outing Park

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated the 22nd day of March, 1911, and passed in a cause therein pending wherein Jennie Cerny, was plaintiff, and Joseph F. Cerny, et al, were defendants, the same being No. 8187 Equity, the undersigned as trustee will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, to the highest bidder on

TUESDAY, MAY 23RD, 1911.
AT 10 O'CLOCK A. M.

All those seven lots of ground located on the east side of Outing Avenue, between Sixth and Seventh streets and known and designated as Lots Numbered 29-30-31-32-33-34 and 35 in Section Numbered 61 as shown on the Plat of Outing Park, recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, folio 102, subject to an annual ground rent of one cent (releevable).

Improvements: Said Lots Numbered 29 to 34 inclusive on the corner of Outing Avenue and 7th street, having a frontage of approximately 150 feet on the east side of Outing Avenue with a depth of even width throughout of approximately 100 feet and improved by a four room porch front bungalow; said Lot Numbered 35 on the corner of Outing Avenue and 6th street, having a frontage of approximately 25 feet on the east side of Outing Avenue with a depth of even width throughout of approximately 100 feet and unimproved.

Terms of Sale: One-third in cash, one-third in six months and one-third in twelve months from the date of sale or all cash at the option of the purchaser, the credit portions to bear interest from the date of sale and to be secured to the satisfaction of the trustee.

For further particulars apply ELDRIDGE HOOD YOUNG, Trustee, 24 Central Savings Bank Building, Baltimore, Md.

GEORGE SCIBLE, Auctioneer m-18

Local run- for iters. s se- wing Fort Ham Jar- El- bert was fored the ames yrus- vens. on in ader: John eld E. Navy lore. te son of hebral rarks- firing Eustis. st an- aling res at venue. ol in i Oct.

multi- gule: 29 n pro- herte Anne three- d y. True Test: No scrip- obtai Anne- fact- estab- into All deves the si to to They shule All are mere. Gave April. No scrip- obtai Anne fact- estab- into All deves the si to to They shule All are mere. Gave April.

See A page 23.

THE SUN, Sunday, May 21, 1944

TRUSTEE'S SALE
 of
 VALUABLE LEASEHOLD
 PROPERTY
 Located at Outing Park, Anne Arundel
 Co. lots No. 28-30-31-32-33-34 & 36 in sec-
 tion 64 of Plat of Outing Park, subject
 to annual ground rent of one cent
 (redeemable) on
 Tuesday, May 23, 1944
 at Court House Door
 Annapolis, Maryland
 Lots 28 to 34 approximately 150 feet on
 East side of Outing ave. corner 7th st. with
 depth of approximately 100 feet improved
 by four-room porch front bungalow; lot
 35 approximately 25 feet on east side of
 Outing ave. corner of 8th st. with depth
 of approximately 100 feet.
 For further details see
 ELDRIDGE HOOD YOUNG,
 Trustee,
 34 Central Savings Bank Bldg.,
 Balto. Md. Plaza 8380.

DW
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of the same being hereto attached, said Trustee did pursuant to said notice on Tuesday the 23rd day of May 1944 at 10 o'clock A. M. attend at the Court House Door in the City of Annapolis, in the County aforesaid and the State of Maryland, and then and there sold at public auction the said leasehold property mentioned in this cause to Frankie Wilson for the sum of Twelve Hundred ten (\$1210.00) Dollars cash, she being the highest bidder therefor.

Eldridge Hood Young
 Eldridge Hood Young, Trustee.

STATE OF MARYLAND: BALTIMORE CITY: to wit:

I Hereby Certify that on this 24th day of May 1944 before me, the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared Eldridge Hood Young, 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.

Effie G. Breeden
 Effie G. Breeden, Notary Public

LIBER 111 PAGE 62

JENNIE CERNY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 8187

Equity

versus

JOSEPH F. CERNY

Ordered, this 25th day of May, 1944, That the sale of the leasehold property mentioned in the above entitled cause

made and reported by Eldridge Hood Young

Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th

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 26th

day of June next.

The report states that the amount of sales to be \$ 1210.00

John H. Hopkins, 3rd. Clerk.

True Copy.

TEST: Clerk.

(Final Order)

JENNIE CERNY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

versus

JOSEPH F. CERNY

Term, 19 44

ORDERED BY THE COURT, This 28th day of June, 19 44

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.

Ruby Melvin

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 8187 EQUITY

JENNIE CERNY

VS.

JOSEPH F. CERNY ET AL

Report of Sale -
Order Nisi, etc.

Mr. Clerk:

Please file, etc.

[Handwritten signature]

Filed May 25 1944
Order nisi May 25 1944.

and order nisi 25 1944

ELDRIDGE HOOD YOUNG

ATTORNEY AT LAW

34 CENTRAL SAVINGS BANK BUILDING

BALTIMORE

FILED

5/25/44,

Copy of Order Nisi Received
Maryland Gazette

Per.

Matthew Henry

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. 8187 Equity

JENNIE CERNY
vs
JOSEPH CERNY

Ordered this 25th day of May, 1944,
that the sale of the leasehold property
mentioned in the above entitled cause
made and reported by Eldridge Hood
Young, Trustee, be ratified and con-
firmed, unless cause to the contrary
thereof be shown on or before the

20TH DAY OF JUNE, NEXT;

Provided, a copy of this order be in-
serted in some newspaper published
in Anne Arundel County, once in each
of three successive weeks before the
20th day of June, next.

The report states that the amount of
sales to be \$1210.00.

JOHN H. HOPKINS, 3RD, Clerk
True copy:

test: JOHN H. HOPKINS, 3RD, Clerk
Ju-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 23, 1944

We hereby certify, that the annexed

Order nisi
Equity 8187
Jennie Cerny
vs
Joseph Cerny

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 26th

day of June, 1944 The first

insertion being made the 1st day of

June, 1944

THE CAPITAL-GAZETTE PRESS, INC.

By Mrs Spivey

No. MG 2117

NO. 8187 *Equity*

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Jennie Berry

VS.

Joseph Berry

CERTIFICATE OF PUBLICATION

Order nisi on Report of Sale

FILED *June 23* 1944.

115

JENNIE CERNY,

vs.

JOSEPH F. CERNY et al.

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IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY No. 8187

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Frankie Wilson, purchaser, and Eldridge Hood Young, Trustee herein, respectfully represents:

FIRST: That as will more fully appear from the proceedings herein, Jennie Cerny, the complainant, filed her bill of complaint herein against her former husband Joseph F. Cerny, and his sister, Elizabeth Krieglstein and her husband Frank E. Krieglstein, on or about the 9th day of May 1941 praying among other things for a sale of the land and improvements mentioned in these proceedings, and after demurrers and answers of the several defendants a trial was had before the Honorable James Clark, presiding as chancellor, and a decree was passed herein on the 28th day of July 1943 for the sale of said land and improvements and awarding to the said Jennie Cerny one-half of the proceeds thereof, the other half thereof to the defendants as this Court may hereafter determine, and that said land and improvements were thereafter sold under the order and direction of this Court to Frankie Wilson, which sale was reported to this Court and finally ratified and confirmed, all of which will appear from the proceedings herein; and the full purchase money has been paid and a deed for the said property has been executed and delivered by Eldridge Hood Young, trustee, to said Frankie Wilson.

SECOND: That to further hinder, delay and defraud the said Jennie Cerny out of her rights in and to the property mentioned in these proceedings the said Joseph F. Cerny who was in possession of said property using the same and retaining the

benefits thereof did neglect to pay taxes for the year 1941, and said property was sold to Joseph F. Cerny on the 13th day of October 1942 at tax sale, which said tax sale was null, void and of no effect, these proceedings being a lis pendens there against, and was also a fraudulent and illegal attempt on the part of the defendants to hinder, delay and defraud the complainant herein of her right and property thereto and was by the said defendants, concealed and suppressed until after the decree was passed herein on the 28th day of July 1943, and after the sale herein made, reported and finally ratified by this Court a deed from James A. Walton, Treasurer, was obtained by said Joseph F. Cerny and placed on record, which said deed and tax sale proceedings are null, void and of no effect.

THIRD: That the said Joseph F. Cerny departed this life intestate in Baltimore City on or about the 17th day of July 1944 and left surviving him as his only heirs at law and next of kin, two sons, Joseph F. Cerny, Jr. and Frank Joseph Cerny, who also obtained letters of administration on the estate of Joseph F. Cerny, deceased, in the Orphans Court of Baltimore City, on the 22nd day of July 1944; that said Joseph F. Cerny, now deceased, after said sale made herein on the 23rd day of May 1944, was in possession of the land and improvements mentioned in these proceedings, illegally claiming the same, and since his death his said two sons continue in the same illegal pretensions.

FOURTH: That your petitioners advise and believe and therefore charge and aver that the said Frankie Wilson is entitled to have a writ in the nature of a writ of habere facias possessionam issue against said Joseph F. Cerny, Jr. and Frank Joseph Cerny, both individually and as administrators of Joseph F. Cerny, deceased, for the purpose of delivering possession of said land and improvements to the said Frankie Wilson; and further that the said Joseph F. Cerny Jr. and Frank Joseph Cerny, both

as heirs of and administrators of Joseph F.Cerny, deceased, and Frank E. Krieglstein and Elizabeth Krieglstein establish their right or interest in and to one half of the proceeds of said sale, after deducting trustee's commissions, the costs and expenses and any other proper charges against the same.

To the end therefore,

(a) That Joseph F.Cerny Jr. and Frank Joseph Cerny both individually and as administrators of Joseph F.Cerny, deceased, be made defendants herein in the place and stead of said Joseph F.Cerny, deceased.

(b) That a writ in the nature of the writ of habere facias possessionam may be issued against Joseph F.Cerny Jr.(1829 N. Patterson Park Avenue, Baltimore City, Maryland,) and Frank Joseph Cerny (2413 E. Chase Street, Baltimore City, Maryland) as heirs at law and as administrators of Joseph F.Cerny deceased, for the purpose of putting Frankie Wilson in possession of the land and improvements mentioned in these proceedings.

(c) That the said Joseph F.Cerny Jr. and Frank Joseph Cerny, individually and as administrators of Joseph F. Cerny, deceased and Frank E. Krieglstein and Elizabeth Krieglstein be ordered to establish any claim they or any of them may have to one-half of the proceeds of the sale herein after allowances and deductions, according to law in such cases made and provided.

(d) That the tax sale proceedings and the tax sale of lots No. 29, 30, 31, 32, 33, 34 and 36 Block 64 and improvements at Green Haven, Third Election District, Anne Arundel County to Joseph F.Cerny made on or about the 13th day of October 1942 may be declared null, void and of no effect.

(e) And for all such other and further relief as your petitioners' case may require.

And as in duty bound, etc.

Ernest L. ...
Counsel to Trustee

Frankie Wilson Purchaser
... Trustee

STATE OF MARYLAND: BALTIMORE CITY: to wit:

I Hereby Certify that on this 7th day of September 1944 before me, the subscriber a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared Frankie Wilson, purchaser, and Eldridge Hood Young, trustee, and each made oath in due form of law that the matters and facts herein set forth are true.

As Witness my hand and Notarial Seal.

Eppie G. Beeson

Notary Public

Upon the foregoing petition, verified by affidavit it is this 8th day of September 1944 by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY (No. 8187) ORDERED that Joseph F. Cerny Jr. and Frank Joseph Cerny, Administrators of Joseph F. Cerny deceased, and individually be and they are hereby made parties defendant herein in the place and stead of Joseph F. Cerny one of the parties hereto, now deceased;

And It Is Further ORDERED that Joseph F. Cerny Jr. and Frank J. Cerny, administrators of Joseph F. Cerny deceased and individually and Frank E. Krieglstein and Elizabeth Krieglstein his wife, show cause on or before the 28th day of September 1944 why the relief prayed for in the petition attached hereto should not be granted, provided a copy of said petition and this order be served on said Joseph F. Cerny Jr. and Frank Joseph Cerny, administrators of Joseph F. Cerny deceased, and individually, and on said Frank E. Krieglstein and Elizabeth Krieglstein, his wife, on or before the 18th day of September 1944.

Ridgely P. Melvin
C.D.

Received 9 day of Sept. 1944
and forthwith delivered to the
Sheriff of Baltimore City.

Recd:
Mr. [Signature]

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY No. 8187

JENNIE CERNY

v.s.

JOSEPH F. CERNY et al
1829 N. [unclear] St.
2413 E. [unclear] St.
537 N. [unclear] St.

4
PETITION etc. [unclear]

Order Sept. 8, 1944 [unclear]

Mr. Clerk:

Please file, etc.

[Signature]
Counsel to Trustee

ELDRIDGE HOOD YOUNG
ATTORNEY AT LAW
34 CENTRAL SAVINGS BANK BUILDING
BALTIMORE

FILED Sept 8 " 1944.

THE DAILY RECORD CO., BALTIMORE, MD

Copy of the within Petition and Order of Court served
on Joseph F. Cerny Jr, Frank Joseph Cerny, Frank E
Krieglstein & Elizabeth Krieglstein on the 9th day of
September 1944 in the Presence of John Plaffer

Dec \$300

Joseph C Deegan
Sheriff

Jennie Cerny	:	In The
Vs.	:	Circuit Court of
Joseph F. Cerny	:	Anne Arundel County
Frank E. Krieglstein	:	Equity No. 8187
Elizabeth Krieglstein	:	

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

WHEREAS, heretofore on or about the 8th day of September 1944 a petition was filed in the above entitled case wherein it is alleged that Joseph F. Cerny, Jr., and Frank Joseph Cerny, being the next-of-kin, and by virtue of their being Administrators of the Estate of Joseph F. Cerny, deceased, are in possession of certain property therein mentioned by reason of a sale of said property by the Treasurer of Anne Arundel County, for unpaid taxes for the year 1941, to the said Joseph F. Cerny. The petition further alleges the said sale to be null and void and of no effect because by a decree of The Circuit Court for Anne Arundel County, passed on July 28th, 1943, a Trustee was appointed to sell the said property, and awarding one-half of the proceeds of the sale to the Complainant, Jennie Cerny, the other half to the defendants or either of them as may be determined by the Court, and

WHEREAS, the said parties respondents have agreed among themselves as to the disposition and distribution of the proceeds of that one-half to which they are entitled do therefore enter into this Stipulation.

That in consideration of the payment to them of one-fourth of the net proceeds of the sale of the property mentioned in these proceedings, the said Joseph F. Cerny, Jr., and Frank Joseph Cerny, for themselves individually, and as next-of-kin of the said Joseph F. Cerny, and, as Administrators of the Estate of the said Joseph F. Cerny, do hereby waive any right, title or interest in the said property and declare their assent to the passing of a decree of the Court by which the sale of the said property by James A. Walton, Treasurer of Anne Arundel County, to Joseph F. Cerny be declared null and

void, and, the Deed from James A. Walton, Treasurer of Anne Arundel County, to the said Joseph F. Cerny, recorded among the Land Records of said county be decreed ineffective as a conveyance of any interest in the said property.

The said Frank E. Krieglstein and Elizabeth Krieglstein for themselves agree to the payment by the Trustee of one-fourth of the net proceeds of the sale to the said Joseph F. Cerny, Jr., and Frank Joseph Cerny, individually and as Administrators, and agree to accept the remaining one-fourth and do further agree to the passing of a decree as hereinbefore set out.

*Just as to Joseph F. Cerny, Jr.
and Frank J. Cerny;
Charles J. Novak*
Charles J. Novak

Joseph F. Cerny, Jr. (SEAL)
Joseph F. Cerny, Jr

Frank J. Cerny (SEAL)
Frank Joseph Cerny,
Individually and as next-
of-kin of Joseph F. Cerny,
deceased.

Joseph F. Cerny, Jr. (SEAL)
Joseph F. Cerny, Jr.

Frank J. Cerny (SEAL)
Frank Joseph Cerny,
Administrators

Frank E. Krieglstein (SEAL)
Frank E. Krieglstein

Elizabeth Krieglstein (SEAL)
Elizabeth Krieglstein

*A. F. Walker, as to
A. F. Walker
Frank & Elizabeth Krieglstein*

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

JENNIE CERNY

VS.

JOSEPH CERNY. et al.,

STIPULATION

Filed Nov. 3" 1944

101

JENNIE CERNY

vs.

JOSEPH F. CERNY et al.

*
 IN THE CIRCUIT COURT FOR
 *
 ANNE ARUNDEL COUNTY
 *
 IN EQUITY No. 8187
 *
 *

This cause having come on for hearing upon petition of Frankie Wilson, purchaser, and Eldridge Hood Young, Trustee, filed herein on the eighth day of September 1944 and the defendants having filed their stipulation in these proceedings in lieu of answer to said petition and order nisi passed thereon, and the same being submitted;

It Is Thereupon this ^{6th} day of November 1944 by the Circuit Court for Anne Arundel County-In Equity, Adjudged, Ordered and Decreed as follows, viz:- (a) That the deed from James A. Walton, Treasurer of Anne Arundel County, to Joseph F. Cerny dated the twelfth day of May 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 307 folio 298 be and the same is hereby declared to be null, void and ineffective to convey any right, title, estate or interest in and to the property described in these proceedings; (b) One-half of the balance of the proceeds of the sale herein made and reported having been awarded to Jennie F. Cerny, the complainant, the other half being expressly reserved for future determination as set out in the decree passed herein on the 28th day of July 1943, and the parties defendant having agreed by stipulation as to the division thereof, one quarter of the balance of said proceeds of said sale are hereby awarded to Joseph F. Cerny Jr. and Frank J. Cerny, administrators of Joseph F. Cerny, deceased, and the remaining balance or one-quarter of the balance of said proceeds of said sale are hereby awarded to Frank E. Krieglstein and Elizabeth Krieglstein, his wife; (c) That the papers in these proceedings be referred to the Auditor of this Court for the purpose of stating an account.

In Equity No. 8187

LIBER 111 PAGE 70

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

JENNIE CERNY

vs.

JOSEPH F. CERNY et al

ORDER

Nov. 6, 1944

ELDRIDGE HOOD YOUNG

ATTORNEY AT LAW

34 CENTRAL SAVINGS BANK BUILDING

BALTIMORE-2

FILED

THE DAILY RECORD CO., BALTIMORE, MD.

20

In the Case of

.....
 Jennie Cerny

 vs.
 Joseph F. Cerny,
 Frank E. Krieglstein
 and Wife

In the
Circuit Court
 For
 Anne Arundel County
 #8187 Equity

To the Honorable, the Judges of said Court:

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

.....

All of which is respectfully submitted.

.....
Laura R. Jickling
 Auditor.

Dr.

Jennie Cerny vs. Joseph F. Cerny, et al

in ac.

To Trustee for Commissions			66	57
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	36	25		
Clerk of Court - additional costs	2	50		
Jos. C. Deegan - Sheriff's costs	5	65		
Jos. C. Deegan - additional costs	3	00		
Auditor - stating this account	9	00	76	40
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	28	00		
The A. S. Abell Co. - advertising sale	6	00		
Capital-Gazette Press - Order nisi on Sale	5	00		
Capital-Gazette Press - Order nisi on this account	5	00		
New Amsterdam Casualty Co. - bond premium	10	00		
George W. Scible - auctioneer's fee	10	00		
Clerk of Court - certified copy	2	00	66	00
Balance for distribution -\$1,007.29				
Distributed as follows:				
To Jennie Cerny - Decree of 7/28/43 one-half, as per	503	65		
To Jos. F. Cerny, Jr. and Frank J. Cerny - Admrs. of Joseph F. Cerny, deceased - one-fourth, as per Decree of 11/6/44	251	82		
To Frank E. Krieglstein and Elizabeth Krieglstein - one fourth, as per Decree of 11/6/44	251	82	1,007	29
			1,216	26

with

Eldridge Hood Young, Trustee

Cr.

1944					
May.	23	Proceeds of Sale		1,210	00
		Refund of 1944 taxes (adjusted)		6	26
				1,216	26

11/10/44
Copy of the within Order
Received -
of copy
Pat.

No. 8187 EQUITY

19 No. Pocket

CIRCUIT COURT

FOR

Anne Arundel County

Jennie Cerny

VS

Joseph F. Cerny,

Frank E. Krieglstein

and Wife

Auditor's Report and Account

Order nisi Nov. 10th 1944

Final order *Refiled* 1944

Filed Nov. 10th 1944

ORDER NISI

In the
CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Jennie Cerny
VERSUS
Joseph F. Cerny,
Frank E. Krieglstein
and Wife

No. 8187 Equity.

ORDERED, This 10th day of November, 1944, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of December next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of December, 1944, that the foregoing 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.

John H. Hopkins, 3rd. Clerk

Robert P. Melvin

21

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 20, 1944

We hereby certify, that the annexed Order nisi

Eq 8187 Jenny Cerny

vs

Joseph Cerny

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 12

day of December, 1944 The first

insertion being made the 16 day of

November, 1944

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

ORDER NISI

In the Circuit Court for Anne Arundel County
No. 8187 Equity

JENNIE CERNY
vs
JOSEPH F. CERNY, FRANK E. KRIEGLSTEIN and wife

Ordered, this 10th day of November, 1944, that the report and account of the auditor, filed this day in the above entitled cause be ratified and confirmed, unless cause to the contrary be shown on or before the

12TH DAY OF DECEMBER, NEXT; provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of December next.

JOHN H. HOPKINS, 3RD, Clerk.
True copy.
Test: JOHN H. HOPKINS, 3RD, Clerk
n-30

No. MG.....

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Jessie Cerny

vs.

Joseph P. Cerny
et al.

CERTIFICATE
OF
PUBLICATION

Under Rule
on Auditor's Account

FILED Dec. 20 1944

8181

Know all Men by these Presents

That I, Jennie Cerny, have this day received from Eldridge Hood Young Trustee, Five Hundred Three Dollars and Sixty-five cents (\$503.65) being the amount distributed to me in the auditor's account filed in the case of Jennie Cerny vs. Joseph F. Cerny et al. Circuit Court for Anne Arundel County, No. 8187 Equity,

And in consideration thereof I do hereby Release, Acquit, Exonerate and Discharge the said Eldridge Hood Young, Trustee,

his Heirs, Executors and Administrators of and from all and every action, suit or demand which could or might possibly be brought, exhibited or prosecuted against him, them or any of them, for or on account of said sum,

or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified. Given under my hand and seal this 20th day of November in the year nineteen hundred and forty-four.

Signed, Sealed and Delivered in the presence of *Jennie Cerny* Jennie Cerny {SEAL} *Effie G. Breeden* Effie G. Breeden {SEAL}

State of Maryland BALTIMORE CITY: to Wit: I hereby certify that on this 20th day of November in the year nineteen hundred and forty four before the subscriber a Notary Public of the said State, in and for said City aforesaid, personally appeared Jennie Cerny

part y to the above Release, and acknowledged the same to be s h e act and deed. And I do hereby certify that of my own personal knowledge I am satisfied that the said Jennie Cerny

who h a s acknowledged the above Release is the person named and described and as professing to be Jennie Cerny, the part y in and to the same.

As Witness, my hand and Notarial Seal. *Effie G. Breeden* Effie G. Breeden-Notary Public



Applied for
2/8/87

Know all Men by these Presents

That we, Frank E. Krieglstein and Elizabeth Krieglstein, his wife, have this day received from Eldridge Hood Young, Trustee, the sum of Two Hundred Fifty-one Dollars and eighty-two cents (\$251.82) being the amount distributed to us in the auditor's account filed in the case of Jennie Cerny vs. Joseph F. Cerny et al. Circuit Court for Anne Arundel County No. 8187 Equity.

And in consideration thereof we do hereby Release, Acquit, Exonerate and Discharge the said Eldridge Hood Young, Trustee, his Heirs, Executors and Administrators of and from all and every action, suit or demand which could or might possibly be brought, exhibited or prosecuted against him, them or any of them, for or on account of said sum,

or the payment thereof, hereby declaring ourselves satisfied, contented and paid as above specified Given under OUR hand S and seal S this 22nd day of November in the year nineteen hundred and forty-four.

Signed, Sealed and Delivered in the presence of

X Frank E. Krieglstein {SEAL}
Elizabeth Krieglstein {SEAL}

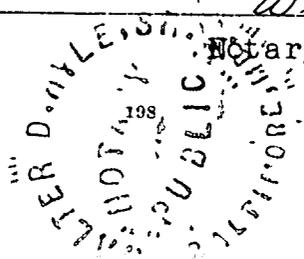
State of Maryland BALTIMORE CITY. to Wit

I hereby certify that on this 22nd day of November in the year nineteen hundred and forty-four before the subscriber a Notary Public of Baltimore City of the said State, in and for said City aforesaid, personally appeared Frank E. Krieglstein and Elizabeth Krieglstein, his wife, part les to the above Release, and acknowledged the same to be their act and deed And I do hereby certify that of my own personal knowledge I am satisfied that the said Frank E. Krieglstein and Elizabeth Krieglstein, his wife,

who have acknowledged the above Release are the person S named and described and as professing to be Frank E. Krieglstein and Elizabeth/ Krieglstein, his wife, the parties in and to the same

As Witness my hand and Notarial Seal.

Walter D. Hyle Sr.
Notary Public



Know all Men by these Presents

That we, Joseph F. Cerny Jr. and Frank J. Cerny, administrators of the Estate of Joseph F. Cerny, late of the City of Baltimore, deceased, have this day received from Eldridge Hood Young, Trustee, Two hundred Fifty-one Dollars and eighty-two cents (\$251.82) being the amount distributed to us in the auditor's account filed in the case of Jennie Cerny vs. Joseph F. Cerny et al, Circuit Court for Anne Arundel County No. 8187 Equity.

And in consideration thereof we do hereby **Release, Acquit, Exonerate and Discharge** the said Eldridge Hood Young, Trustee his --- Heirs, Executors and Administrators of and from all and every action, suit or demand which could or might possibly be brought, exhibited or prosecuted against him them or any of them, for or on account of said sum

or the payment thereof, hereby declaring ourselves satisfied, contented and paid as above specified. Given under our hands and seals this 21st day of November in the year nineteen hundred and forty four.

Signed, Sealed and Delivered
in the presence of

Charles J. Novak
CHARLES J. NOVAK

Joseph F. Cerny Jr
Joseph F. Cerny Jr

{SEAL}

Frank J. Cerny
Frank J. Cerny, administrators
Estate of Joseph F. Cerny

{SEAL}

State of Maryland BALTIMORE CITY: --- to wit:

I hereby certify that on this 21st day of November in the year nineteen hundred and forty four before the subscriber a Notary Public ---

of the said State, in and for said City ---, personally appeared

Joseph F. Cerny Jr and Frank J. Cerny, administrators of Estate of Joseph F. Cerny, parties to the above Release, and acknowledged the same to be the fact and deed. And I do hereby certify that of my own personal knowledge I am satisfied that the said Frank J. Cerny and Joseph F. Cerny Jr,

who have acknowledged the above Release are the persons named and described and as professing to be Joseph F. Cerny Jr and Frank J. Cerny the parties in and to the same.

As witness my hand and Notarial Seal.

Charles J. Novak

CHARLES J. NOVAK

Notary Public

No. 8187 Equity

Jennie Cerny,

vs.

Joseph E. Cerny,
et al.

Released

Filed Dec. 19th 1944.

ADOLF GUNTHER, also known as :
Otto Gunther :
7825 Eridge Drive :
Baltimore 26, Maryland, A. A. Co. :

IN THE

MARGARET JOINSON :
107 Hammonds Ferry Road :
Linthicum Heights, Maryland ↵ :

CIRCUIT COURT

MOLLY TRIBULL :
Pasadena Post Office :
Maryland :

FOR

ELIZABETH WILSON :
319 Martingale Avenue :
Baltimore 29, Maryland :

ANNE ARUNDEL

WALTER GUNTHER :
Solly Road :
Anne Arundel County, Maryland ↵ :

COUNTY

HERMAN GUNTHER :
3040 1/2 - 6th Street :
Brooklyn 25, Maryland 5 :

IN

Plaintiffs

EQUITY NO. 11,753

vs.

WILLIAM GUNTHER :
Old Annapolis Road :
Pasadena Post Office, Maryland :

MILDRED PILLER :
Cottage 13, Veterans Hospital :
Canadaigua, New York :

EDNA G. SCHAEFFER *MARSHALL 5* :
Fruitland River edge Farm At 2 :
~~Wicomico County, Maryland~~ :
Berlin - Worcester Co., Md. :

JOSEPHINE CALVERT GUNTHER :
c/o Margaret Johnson :
107 Hammonds Ferry Road :
Linthicum Heights, Maryland :

Defendants

.. . . .

COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, Adolf Gunther, Margaret Johnson, Molly
Tribull, Elizabeth Wilson, Walter Gunther and Herman Gunther, by
their attorneys, C. Maurice Weidemeyer and Basil E. Moore, Jr.,
complaining respectfully show as follows:

FILED

1956 MAY 16 PM 2:33

1. That they are adult citizens of the United States and heirs-at-law of Herman Gunther, deceased, late of Anne Arundel County, who departed this life on April 6, 1951.

2. That said Herman Gunther at the time of his death was seized and possessed of two tracts of land situate, lying and being in the Third Election District of Anne Arundel County and which he obtained by the two following Deeds:

(a) Deed dated February 9, 1912 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 91, folio 159, from William C. Crane and Emily E. Crane, his wife, a certified copy of said Deed being attached hereto and marked "Plaintiffs' Exhibit No. 1".

(b) Deed dated July 30, 1932 and recorded among the aforesaid Land Records in Liber F.S.R. No. 113, folio 368, from Paul R. Mach, Trustee, a certified copy of said Deed being attached hereto and marked "Plaintiffs' Exhibit No. 2".

That said two parcels of land are described respectively as follows:

FIRST PARCEL:

BEGINNING for the first at an old stone here found which marks the southeastermost corner of that conveyance by deed dated October 8, 1946 between Herman Gunther and Josephine, his wife, and Walter C. Gunther, son of said Herman Gunther and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 384, folio 170. Said point of beginning is N79° 16' 20" W 597.03 ft. from an old stone here found which marks the northernmost corner of that conveyance by deed dated October 18, 1946 between Marvin I. Anderson, Trustee and William and Lena Class, his sister and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 386, folio 175. Thence from the point of beginning so fixed and with the westernmost boundary of the aforementioned conveyance between Herman Gunther and Walter C. Gunther, as now corrected for magnetic declination N 07° 4' 20" E 524.42 ft. to an old stone here found, said stone marks the beginning of the second line of that conveyance by deed dated October 8, 1946 from Herman Gunther and wife to Edna M. G. Shaffer and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 384, folio 172, thence with said second line corrected as aforesaid S 82° 21' 40" E 263.70 ft. to an iron pipe found at the end thereof, thence with the easternmost boundary of the aforementioned conveyance from Gunther to Shaffer and also with the easternmost boundary of that conveyance by deed dated July 8, 1946 from Herman Gunther and Josephine, his wife, to Elizabeth M. Zurill and recorded among the Land Records of Anne Arundel County in

Liber J.H.H. No. 369, folio 267, N 7° 39' 30" E 659.77 ft. to an iron pipe here found, thence along the outline, the following courses and distances S 84° 31' 10" E 1663.10 ft.; thence S 51° 35' 20" E 132.0 ft., thence S 13° 24' 40" W 363.0 ft., thence S 3° 35' 20" E 730.13 ft. to an old stone here found, said stone marks the end of the S 87 1/4 E 9 1/4 perches line of that conveyance by deed dated March 30, 1925 from Henry Glass to James Glass and recorded among the land records of Anne Arundel County in Liber W.N.W. 96, folio 307. Thence continuing with the outline N 85° 05' 20" W 2142.11 ft. to the point of beginning.

Containing 50.84 acres of land more or less according to a survey made by James D. Hicks, County Surveyor in November, 1951.

With the right to use in common of a 30 ft. Right of Way as called for in Liber J.H.H. No. 517, folio 170.

BEING the same parcel of ground by deed dated February 9, 1912 from William C. Crane and Emily E., his wife, to Herman Gunther and Mary, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 91, folio 159.

SECOND PARCEL:

BEGINNING for the same at an old stone here found, said stone marks point of beginning of that conveyance by deed dated December 18, 1920 from Christopher R. Wattensheidt to George S. Glass, Jr. and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 23, folio 237. Said point of beginning is also S 6° 35' 30" W 687.21 ft. from an old stone here found which marks the northernmost corner of that conveyance by deed dated October 18, 1946 between Marvin I. Anderson, Trustee and William and Lena Glass, his sister, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 386, folio 175. Thence from the point of beginning so fixed and with the outline of the aforementioned conveyance from Wattensheidt to Glass as now corrected for magnetic declination S 22° 13' 10" W 528.0 ft. S 68° 46' 50" E 683.0 ft., N 17° 28' 10" E 203.0 ft., N 10° 28' 10" E 100.0 ft., N 18° 01' 50" W 88.0 ft., N 41° 01' 50" W 179.0 ft. and N 33° 14' 40" W 120.19 ft. to intersect the 6th line in the aforementioned conveyance from Anderson, Trustee to Glass, thence with part of said 6th line reversely corrected as aforesaid S 67° 46' 50" E 953.62 ft. to an old stone here found, thence along the westernmost boundary of that conveyance by deed dated September 23, 1946 from Herman Gunther and wife to S. A. Godleuski and Elizabeth, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 379, folio 464, S 7° 45' 50" E 1011.93 ft. to an iron pipe here found thence along the shore of Stony Creek the following courses and distances; S 58° 39' 40" W 109.33 ft., S 13° 05' 50" W 313.28 ft., S 39° 18' 40" W 114.59 ft., S 57° 28' 20" W 141.62 ft., N 48° 15' 50" W 325.84 ft., N 57° 16' 50" W 354.77 ft., N 19° 13' 30" W 127.01 ft. and S 46° 48' 00" W 154.99 ft. to an iron pipe here found at the head of Nanny's Cove, which pipe is said to replace an old pine tree, thence with the northeasternmost boundary of Stone Haven as now corrected for magnetic declination N 29° 23' 50" W 1455.65 ft. to a monument here found and still with the boundary of Stone Haven S 32° 11' 00" W 351.26 ft., thence N 03° 41' 00" W 903.73 ft. to an old stone here found, thence S 83° 26' 00" E 715.10 ft. to end of the last line of the aforementioned conveyance from Anderson, Trustee to Glass, thence with said last line reversely corrected as aforesaid S 06° 35' 30" W 200.0 ft. to the point of beginning.

Containing 47.30 acres of land more or less according to a survey made by James D. Hicks, County Surveyor in November, 1951.

Having the use thereof in common of a 12 ft. Right of Way as called for in Liber F.S.R. No. 113, folio 368, leading westerly to County Road.

BEING a part of that conveyance by deed dated July 30, 1932 from Paul R. Kach, Trustee to Herman Gunther and Marie, his wife, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 113, folio 368.

AND BEING also these two parcels of land which the said Herman Gunther died seized and possessed and which passed to Mollie Tribull, Walter Gunther, Adolf Gunther (also known as Otto Gunther) William Gunther, Edna Schaffer, Margaret Johnson, Herman Gunther, Elizabeth Wilson and Mildred Piller by the laws of intestate descent as will be more fully seen in the aforementioned Records of the Register of Wills of Anne Arundel County, Administration No. 8009.

3. That the said Herman Gunther departed this life on or about April 6, 1951 intestate and that his estate was duly administered in the Orphans' Court of Anne Arundel County, Administration No. 8009.

4. That at the time of Herman Gunther's death, he left surviving him a widow, Josephine Calvert Gunther, a Defendant Herein, and nine children, to wit:

- a. Adolf Gunther, sometimes referred to as Otto Guntner
- b. Margaret Johnson
- c. William Gunther
- d. Molly Tribull
- e. Elizabeth Wilson
- f. Mildred Piller
- g. Walter Gunther
- h. Edna Schaffer *Marshall*
- i. Herman Gunther

all of whom are still living and are of age.

5. That immediately prior to the marriage of said Josephine Calvert Gunther, to the said Herman Gunther, the said Josephine Calvert Gunther and Herman Gunther entered into an ante-nuptial agreement, which agreement is dated December 24, 1937 and recorded among the aforesaid Land Records in Liber F.A.M. No. 174, folio 242, a certified copy of which is attached hereto and prayed to be taken as a part hereof and marked as "Plaintiffs' Exhibit No. 3". And your Orators are advised and believe that said ante-nuptial agreement bars Josephine Calvert Gunther from

claiming her widow's share of any share of the hereinbefore described property. Said Josephine Calvert Gunther is however, entitled to be reimbursed for costs of a survey of the property and for real estate taxes paid by her.

6. That the aforesaid real estate is valuable, fee simple property and is owned by the parties hereto in the following proportions:

Adolf Gunther	1/9th
Margaret Johnson	1/9th
William Gunther	1/9th
Molly Tribull	1/9th
Elizabeth Wilson	1/9th
Mildred Piller	1/9th
Walter Gunther	1/9th
Edna Schaffer	1/9th
Herman Gunther	1/9th

and is not susceptible of division in kind without loss or injury to the parties interested, and it would be to the benefit, advantage and interest of the parties hereto that the property be sold and the proceeds arising from said sale be divided among the parties hereto according to their respective interests and estates.

TO THE END, THEREFORE:

1. That the aforesaid fee simple property may be sold and that the proceeds arising from said sale may be distributed among the parties hereto according to their respective interests and estates.

2. That a Trustee or Trustees may be appointed to make the sale of said property and to convey same to the purchasers.

3. That an Order of Publication be granted to your Orators commanding the non-resident Defendant herein, Mildred Piller, to be and appear in this Court either in person or by solicitor on a certain day to be named therein to answer this Bill of Complaint, or in the alternative that your Orators be allowed to obtain substituted non-resident service of process on the said Mildred Piller under the provisions of Section 160 of Article 16 of the Annotated Code of Maryland, (1951 Edition).

4. And for such other and further relief as the nature of this case may require.

And, as in duty bound, etc..

Herman Gunther
Herman Gunther

Adolf F. Gunther
Adolf Gunther

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Basil E. Moore, Jr.
Basil E. Moore, Jr.
Attorneys for Plaintiffs
236 Main Street
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

HERMAN GUNTHER and ADOLF GUNTHER being first duly sworn and on oath depose and say that they have read the foregoing "Complaint for Partition" by them subscribed, and verily believe the same to be true.

Herman Gunther
Herman Gunther

Adolf F. Gunther
Adolf Gunther

SUBSCRIBED and SWORN to before me this 16th day of May 1956.

Basil E. Moore, Jr.
Basil E. Moore, Jr.-Notary Public



This Deed Made this Ninth day of February in the year one thousand nine hundred and twelve by William C. Crane and Emily E. Crane his wife as parties of the first part and Herman Günther and Mary Günther his wife as parties of the second part all of Anne Arundel County in the State of Maryland.

Witnesseth that in consideration of one thousand (\$1000) Dollars the said William C. Crane and Emily E Crane his wife do grant and convey unto Herman Günther and Mary Günther his wife as tenants by the entireties the survivor of them his or her heirs and assigns in fee simple all that part of a tract of land situate lying and being in the Third Election District of Anne Arundel County and described as follows that is to say:

Being all that tract of land containing fifty two and one quarter (52¼) Acres of land More or less, being all the remainder of that original tract of ninety nine and one quarter acres of land heretofore conveyed unto the said William C Crane by Enoch P. Johnson by a certain deed dated the 7th day of October 1898 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 11 folio 252 &c

The Said William C Crane and wife having heretofore conveyed certain parts of said tract of 99¼ conveyed by Enoch P Johnson as follows: that is to say:

Said Crane and wife by their certain deed dated the 4th day of September 1903 (Vide Liber G.W. No 33 folio 324 &c) conveyed two (2) Acres to a certain Leonard Foreman; and by their Certain _ dated the 16th day of November 1908 (Vide Liber GW No 63 folio 429 &c) conveyed twenty (20) Acres to Jacobe Zakerzewski and Julianna Zakozewski: And by their Certain deed dated the 9th day of February 1910 (Vide Liber GW No 72 folio 189 &c) conveyed twelve and one half Acres (12½) to a certain Charles Altoch...

*Examiner's Exhibit No 7
Günther & Günther Equity No 11,753
John S. Row J. Creamer
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the 9th day of February 1910 (Vide Liber GW No 72 folio 443 &c) conveyed twelve and one half Acres to the Said Herman Günther which said last tract so heretofore conveyed is contiguous to the tract now intended to be conveyed; and the two aggregate sixty four and three quarter Acres of land more or less: being a part of said tract of land heretofore conveyed to the said William C Crane by Enoch P Johnson by deed dated the 7th day of October 1898 (Vide Liber GW No 11 folio 252 &c)

Together with the buildings and improvements therefore 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 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 Herman Günther and Mary Günther his wife as tenants by the Entireties in fee simple,

And the Said William C Crane and Emily E Crane his wife hereby covenant that they will ~~execute-such--~~ warrant especially 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 Said grantors,

Test	William C Crane (Seal)
Robert W <u>Geobiy</u>	Emily E Crane (Seal)

State of Maryland

Baltimore City to wit:

I hereby Certify that on this Ninth day of February in the year one thousand nine hundred and twelve before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared William C Crane and Emily E Crane his wife and each acknowledged the foregoing deed to be his act.

No. 11,753
Equity

LIBER 111 PAGE 95

As Witness My hand and Seal Notarial
Robert W Gerbing
(Notary Seal) Notary Public

Recorded 30th April 1912.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber G. W. No. 91, folio 159, 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 20th day of April, 1956.



George T. Cromwell
George T. Cromwell, Clerk

\$2.75

LIBER 111 PAGE 96

(\$5.50 Int.)
(Rev. Stamp)

This Deed, made this 30th day of July in the year nineteen hundred and thirty-two by and between Paul R. Kach Trustee, as hereinafter set forth, of the first part, and Herman Gunther and Marie Gunther, his wife, of Anne Arundel County, in the State of Maryland, of the second part.

Whereas the said Herman Gunther and Marie Gunther, his wife, purchased from Christopher R. Wattenscheidt, certain property located in Anne Arundel County, Maryland and hereinafter more particularly described, and

Whereas prior to the execution and delivery of a deed of said property, by the said Christopher R. Wattenscheidt to the said Herman Gunther and Marie Gunther, his wife, he, the said Christopher R. Wattenscheidt, made a Deed of Trust, for the benefit of his creditors, to the said Paul R. Kach, Trustee, said Trust being administered under the jurisdiction of the Circuit Court No. 2, of Baltimore City, and

Whereas the said Herman Gunther and Marie Gunther, his wife, having paid to the said Christopher R. Wattenscheidt, the full purchase price of said property, prior to the execution of the aforesaid Deed of Trust, filed their petition in the Circuit Court No. 2, of Baltimore City, in the matter therein pending entitled "Ex Parte in the matter of the Trust Estate of Christopher R. Wattenscheidt," asking that said Trustee be authorized and directed to execute and deliver to them a deed of said property, and

Whereas by a Decree of the Circuit Court No. 2 of Baltimore City, dated the 25th day of July 1932, the said Trustee was ordered and directed to execute and deliver to the said Herman Gunther and Marie Gunther his wife, a deed conveying to them all his right, title, interest and estate in and to the property hereinafter mentioned.

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Examiners: E. L. Hill No. 8
Gunther v. Gunther, Equity No. 11,753
John S. Rowe Jr. Examiner

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J. J. [unclear]

Now, Therefore, This Deed Witnesseth that for and in consideration of the sum of One Dollar, and in complying with the terms of the above mentioned Decree of the Circuit Court No. 2 of Baltimore City, the said Paul R. Kach, Trustee, doth grant and convey unto the said Herman Gunther and Marie Gunther, his wife, as Tenants by the entireties, their heirs and assigns, in fee Q simple, all of his right, title interest and estate, in and two all those two lots or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

Beginning for the first thereof at a pine tree at the head of Nannys' Creek on the west side thereof, then on the water of Stony Creek north $53\frac{1}{2}$ degrees, east 8 perches, south $32\frac{1}{2}$ degrees, east 8 perches, south $60\frac{1}{2}$ degrees east 7 perches, south $72\frac{1}{2}$ degrees east 7 perches, south $41\frac{1}{2}$ degrees east $7\frac{1}{2}$ perches, south 32 degrees, east 3 perches, south 78 degrees, east 8 perches, south $37\frac{1}{2}$ degrees, east $8\frac{1}{2}$ perches, North 65 degrees, east 8 perches, north 29 degrees east 10 perches, north 12 degrees, east 9 perches, north 3 degrees, west 6 perches, north 48 degrees, east 7 perches, south 83 degrees, east 3 perches to the centre of a gutter or marsh thence running up the centre of said marsh and the drain leading thereto and binding on the Land which by deed dated March 18th, 1907 was conveyed by David Howard and wife to Fred H. Therauf, north 5 degrees west 7 perches, more or less to a maple tree, north 5 degrees, west $3\frac{3}{4}$ perches to a maple tree north 8 degrees east $2\frac{8}{10}$ perches to a maple tree, north 16 degrees west $4\frac{1}{10}$ perches to a maple tree north $11\frac{1}{2}$ degrees, west $7\frac{6}{10}$ perches to a gum tree north 21 degrees west $6\frac{8}{10}$ perches to a black oak tree north 7 degrees west $5\frac{6}{10}$ perches to a white oak tree,

north 8 degrees, west, 6-6/10 perches to a gum tree, north $34\frac{1}{2}$ degrees west $5\frac{1}{2}$ perches to a pine tree, north 30 degrees west $3\text{-}3/10$ perches to the centre of a bridge north 12 degrees west $2\frac{1}{2}$ perches to a stake, north 8 degrees, west 30 perches to a flint stone heretofore set in the outline of the whole parcel of ground originally held by the said Howard, thence binding on said outline north $52\text{ }3/4$ degrees, west, $9\frac{1}{2}$ perches south $44\frac{1}{2}$ degrees west $17\text{-}1/6$ perches to a marked white oak tree south $39\text{ }3/4$ degrees west 18 perches south $13\frac{1}{2}$ degrees west 16 perches, south $8\text{ }3/4$ degrees west 20 perches, south $10\frac{1}{4}$ degrees west 18 perches to a stake at a small branch and south $24\frac{1}{4}$ degrees west 18 perches to the place of beginning. Containing $28\text{ }-1/8$ acres.

Beginning for the second thereof at a stone the beginning of said whole tract of land and running thence binding on the outline thereof as expressed in said deed, south $23\frac{1}{2}$ degrees west 4 perches south $84\frac{1}{2}$ degrees west $14\frac{1}{4}$ perches to a black oak tree, south $48\frac{1}{4}$ degrees west $23\frac{1}{2}$ perches, west 8 perches, north 53 degrees west $12\frac{1}{2}$ perches, south $44\frac{1}{4}$ degrees west $17\text{-}1/6$ perches to a white oak,- south $39\frac{1}{2}$ degrees west 18 perches, south $13\frac{1}{4}$ degrees west 16 perches, south $8\frac{1}{2}$ degrees west 20 perches, south 10 degrees west 18 perches, south $23\text{ }3/4$ degrees west 18 perches to a pine tree at the corner of Elias Johnson's lot, thence binding on the same north $30\frac{1}{2}$ degrees west 87 perches to a small gum tree in a hollow still on Johnson's land, south $31\frac{1}{2}$ degrees west 26.6 perches, to a stone now planted, thence north 69 degrees west 6.6 perches, thence north $4\frac{1}{2}$ degrees west 56.3 perches to the south side of a strip of land 12 feet wide to be left open as a roadway, (but not laid out by A. Bernard Chancellor) for use in common of the owners of the land abutting thereon and

extending westerly through the other land of the party of the first part out to the county road, thence binding on said strip of land south $8\frac{1}{4}$ degrees east 43 perches, thence north $5\frac{1}{4}$ degrees east $35\frac{1}{2}$ perches to intersect the south $87\frac{1}{4}$ degrees east 237 perches line of the whole tract, thence binding on the same south $87\frac{1}{4}$ degrees east 94 perches to a stone south $87\frac{1}{4}$ degrees east $\frac{3}{4}$ of a perch to the water of Sloop Cove, thence on the water thereof south 4 degrees east 4 perches, south $18\frac{1}{2}$ degrees east $5\frac{1}{2}$ perches, south 52 degrees east $8\frac{1}{4}$ perches south 30 degrees east 4 perches, south 13 degrees east 5 perches, south $37\frac{1}{2}$ degrees east 6 perches to the place of beginning. Containing $61\frac{1}{3}$ Acres. Saving and excepting therefrom, however; all that property conveyed by the following deeds: First - Deed dated November 28th, 1917, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 131, folio 444, from Christopher R. Wattenscheidt to Henry Glass and James Glass; Second - Deed dated October 23rd 1918, and recorded among the aforesaid Land Records in Liber W. N. W. No. 4 folio 81, from the said Christopher R. Wattenscheidt to William J. Glass and Frederick William Glass; Third - Deed dated December 21, 1920, and recorded among the aforesaid Land Records in Liber W. N. W. No. 23, folio 239, from the said Christopher R. Wattenscheidt to George J. Glass, Jr., and Carl Glass.

First Lot. Being the same lot of ground which by deed dated September 23rd, 1909, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 69, folio 61, etc., was granted and conveyed by James M. Munroe, Attorney to Christopher R. Wattenscheidt.

Second Lot- - Being a part of the lot of ground which by deed dated August 26th, 1913, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 101, folio 297 etc.,

was granted and conveyed by A. Bernard Chancellor, Trustee, et al., to Christopher R. Wattenscheidt.

See also deed from Christopher R. Wattenscheidt to the said Paul R. Kach, dated April 16., 1931, and recorded among the Land Records of Baltimore City in Liber S.C.L. No. 5211, folio 188. Also certified copy of said deed recorded among the Land Records of Anne Arundel County prior hereto.

Together with the improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

To Have And To Hold the above described lots of ground and premises unto and to the proper use and benefit of the said Herman Gunther and Marie Gunther, his wife, as tenants by the entireties, their heirs and assigns in fee-simple.

As Witness the hand and seal of said Grantor.

Test: Paul R. Kach (Seal)

Effie G. Breeden Trustee

State of Maryland, Baltimore City, to wit:-

I Hereby Certify, that on 30th day of July in the year nineteen hundred and thirty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Paul R. Kach, Trustee as aforesaid.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Effie G. Breeden

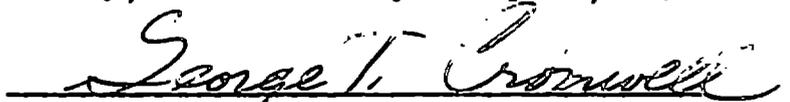
Notary Public

Recorded 4 Dec. 1933 at 2 P.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber F.S.R. No. 113, folio 368, 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 20th day of April, 1956.



George T. Cromwell, Clerk



No 11753
Equity

THIS AGREEMENT, made this 24th day of December in the year one thousand nine hundred and thirty-seven, between JOSEPHINE CALVERT, of Anne Arundel County State of Maryland, of the first part, and HERMAN GUNTHER her intended husband, of the said County and State of the second part.

WHEREAS a marriage is intended shortly to be solemnized between the said Josephine Calvert and Herman Gunther in view of which they desire to provide that certain real and personal estate of the said Josephine Calvert shall, after the said intended marriage has taken place, be possessed, enjoyed and disposed of by her as though she were still unmarried, and without the help and hinderance of the said Herman Gunther, And they further desire to provide that certain real and personal estate of the said Herman Gunther shall after the said intended marriage hath taken place, be possessed, enjoyed and disposed of by him as though he were still single and unmarried, and without the help and hinderance of the said Josephine Calvert.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the said intended marriage and for the purpose aforesaid, from and after the said intended marriage, the said Josephine Calvert shall continue to possess and enjoy the real and personal estate aforesaid, with power to dispose of the same absolutely or conditionally, by deed or will, notwithstanding her coveture, without the help or hinderance of the said Herman Gunther, giving receipts for the income thereof as though she were a femme sole and unmarried.

AND the said Herman Gunther for the consideration aforesaid, hereby covenants and agrees with the said Josephine

Examiner's Exhibit No 9
Gunter v. Gunther, Equity No 11,753
J. S. Rome, Jr. Examiner

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J. S. Rome, Jr.

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1956 MAY 16 PM 2:33 PLAINTIFFS' EXHIBIT NO. 3

Calvert, her heirs, personal representatives and assigns, that he, the said Herman Gunther, will in no manner disturb the said Josephine Calvert in the possession, enjoyment, disposition and power herein provided for; and that, in the event of the said Josephine Calvert becoming entitled during said coverture to any property or effects other than she is now possessed of, he, the said Herman Gunther, will unite in all such needful instruments in the law as may be required by the said Josephine Calvert to place the property and effects, so acquired during coverture, in trust for the said Josephine Calvert's sole and separate use, as though the same had been possessed by the said Josephine Calvert at the date hereof.

THIS AGREEMENT ALSO WITNESSETH that in consideration of the said intended marriage and for the purpose aforesaid, from and after the said intended marriage, the said Herman Gunther shall continue to possess and enjoy the real and personal estate aforesaid, with power to dispose of the same absolutely or conditionally, by deed or will, notwithstanding his coverture, without the help or hinderance of the said Josephine Calvert, giving receipts for the income thereof as though he were single and unmarried.

AND the said Josephine Calvert, for the consideration aforesaid, hereby covenants and agrees with the said Herman Gunther, his heirs, personal representatives and assigns, that she, the said Josephine Calvert, will in no manner disturb the said Herman Gunther in the possession, enjoyment, disposition and power herein provided for; and that, in the event of the said Herman Gunther becoming entitled during said coverture to any property or effects other than he is now possessed of, she, the said Josephine Calvert, will unite in all such needful

instruments in the law as may be required by the said Herman Gunther to place the property and effects, so acquired during coverture, in trust for the said Herman Gunther's sole and separate use, as though the same had been possessed by the said Herman Gunther at the date hereof.

AS WITNESS our hands and seals the day and year first above written.

TEST:

M. EVELYN HEATH

JOSEPHINE CALVERT (SEAL)

HERMAN GUNTHER (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY. that on this 24th day of December, 1937, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Josephine Calvert and Herman Gunther, and they each acknowledged the foregoing agreement to be their respective act.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL)

M. EVELYN HEATH

NOTARY PUBLIC

RECORDED DECEMBER 28, 1937 at 10 A.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing Agreement is truly taken and copied from Liber F.A.M. No. 174, folio 242, 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 23rd day of April, 1956.


George T. Cromwell
George T. Cromwell, Clerk

C. Maurice Weidemeyer
Basil E. Moore, Jr.
Annapolis, Maryland
Attorneys

ADOLF GUNTHER, also known as
Otto Gunther
7825 Bridge Drive
Baltimore 26, Maryland, A.A.Co.

MARGARET JOHNSON
107 Hammonds Ferry Road
Linthicum Heights, Maryland

MOLLY TRIBULL
Pasadena Post Office
Maryland

ELIZABETH WILSON
319 Martingale Avenue
Baltimore 29, Maryland

WALTER GUNTHER
Solly Road
Anne Arundel County, Maryland

HERMAN GUNTHER
3040 1/2 - 6th Street
Brooklyn 25, Maryland

Plaintiffs

vs.

WILLIAM GUNTHER
Old Annapolis Road
Pasadena Post Office, Maryland

MILDRED PILLER
Cottage 13, Veterans Hospital
Canadaigua, New York

EDNA G. SCHAFFER *MARSHALL*
~~Fruitland River-edge Farm - Rt 2~~
~~Wicomico County, Maryland~~

Per Lin-Worcester Co
JOSEPHINE CALVERT GUNTHER
c/o Margaret Johnson
107 Hammonds Ferry Road
Linthicum Heights, Maryland

Defendants

.. .. .

ORDER OF PUBLICATION

The object and purpose of this suit is to have the Court
Decree a Partition of the hereinafter mentioned real estate and

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appoint a trustee or trustees to make a sale of the hereinafter mentioned real estate and to divide the proceeds from said sale among the parties hereto according to their respective interests and estates.

The Bill of Complaint states, in substance, that Herman Gunther, late of Anne Arundel County, Deceased, died intestate on the 6th day of April, 1951, and left a widow, Josephine Calvert Gunther, a Defendant herein, and nine children, Defendants and Plaintiffs herein, to wit: Adolf Gunther, Margaret Johnson, Molly Tribull, Elizabeth Wilson, Walter Gunther, Herman Gunther, William Gunther, Mildred Piller (a resident of the State of New York) and Edna G. Schaffer; that at the time of the said Herman Gunther's death, he was seized and possessed of the two following parcels of real estate located in the Third Election District of Anne Arundel County, to wit:

(a) 50.84 acres more or less, which he obtained by Deed dated February 9, 1912 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 91, folio 159, from William C. Crane and wife; from Paul R. Kach, Trustee.

(b) 47.30 acres more or less, being part of a parcel which he obtained by Deed dated July 30, 1932 and recorded among the aforesaid Land Records of Anne Arundel County in Liber F.S.R. No. 113, folio 368;

that said two tracts of land are valuable fee simple property and are owned by the parties hereto in the following proportions:

Adolf Gunther, 1/9th; Margaret Johnson, 1/9th; William Gunther, 1/9th; Molly Tribull, 1/9th; Elizabeth Wilson, 1/9th; Mildred Piller, 1/9th; Walter Gunther, 1/9th; Edna Schaeffer, 1/9th and Herman Gunther, 1/9th, and are not susceptible of division in kind without loss or injury to the parties interested, and it would be to the benefit, advantage and interest of the parties hereto that the property be sold and the proceeds arising from said sale be divided among the parties hereto according to their respective interests and estates.

It is thereupon this 16th day of ~~April~~^{May}, 1956, by the Circuit Court for Anne Arundel County, in Equity, pursuant to Section 160 of Article 16 of the Annotated Code of Maryland (1951 Edition),

ORDERED that the Plaintiffs cause a copy of this Order of Publication along with a copy of the Bill of Complaint to be served on the non-resident Defendant, Mildred Piller, Cottage 13, Veterans Hospital, Canadaigua, Ontario County, New York State, giving her notice of the object and substance of this Bill of Complaint and ordering her to be and appear in this Court either in person or by Solicitor within thirty days after the service of this Order of Publication on her, to show cause, if any she has, why a Decree should not be passed as prayed herein.

George T. Cromwell
George T. Cromwell, Clerk

and authority to appoint and issue a commission to five discrete and sensible persons to be commissioners, authorizing and empowering them to divide and make partition of the property, in compliance with Article 56, Section 8, etc. of the Annotated Code of Maryland.

HAVING fully answered the said Complaint for Partition, this Defendant prays the same be dismissed with costs.



O. Bowie Duckett
88 State Circle
Annapolis, Maryland

Solicitor for Mildred M. Pillar,
One of the Defendants

I hereby certify that on this 10th day of July, 1956, I mailed a copy of the foregoing Answer of Mildred M. Pillar, one of the Defendants in the above entitled case, to Messrs. C. Maurice Weidemeyer and Basil E. Moore, Jr., Attorneys for the Plaintiffs, 236 Main Street, Annapolis, Maryland.



Attorney for Defendant, Mildred M. Pillar

ADOLF GUNTHER, also known as Otto Gunther, et al.	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
JOSEPHINE CALVERT GUNTHER, et al.	*	No. 11753 Equity

SUGGESTION OF DEATH

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Abram C. Joseph respectfully represents:

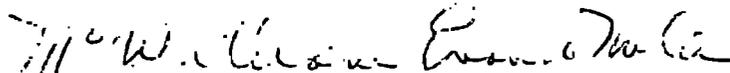
That since the institution of the proceedings in this cause, the respondent Josephine Calvert Gunther has departed this life, and Letters Testamentary have been granted unto your petitioner by the Orphans' Court of Baltimore City, as will appear by reference to a certificate thereof filed herewith as part hereof.

Your petitioner therefore prays that he may be admitted and substituted in said cause in the place and stead of said decedent.

AND AS IN DUTY BOUND, etc.



 Abram C. Joseph, Petitioner.



 Matthew S. Evans
 212 Duke of Gloucester Street
 Annapolis, Maryland
 Solicitor for the Petitioner.

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The State of Maryland,

Baltimore City, Sc.:

THE SUBSCRIBER, Register of Wills for Baltimore City, doth hereby certify that it appears by the Records in his office, that Letters of Administration of all the goods, chattels, credits and personal estate of Josephine A. Gunther

deceased, were on the 21st day of AUGUST in the year of our Lord one thousand nine hundred and fifty -51- granted and committed unto Abram C. Joseph

the Execut OR by the last Will and Testament of the said deceased, appointed, and that said letters are at this date in full force and effect.

In Testimony Whereof, I hereunto subscribe my name and affix

the Seal of my office, this 21st day of AUGUST in the year of our Lord nineteen hundred and fifty -51-

TEST:

George C. Shaughnessy
Register of Wills for Baltimore City.

*Re-filed
1957
J. J. J. J.*

*Examiner's Exhibit No 6
Gunther - Gunther, Equity 11753
John S. Rowe L. Exam*

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1956 DEC 13 PM 3:23

Exhibit

ADOLF GUNTHER, also known as
Otto Gunther, et al.

vs.

JOSEPHONE CALVERT GUNTHER, et al.

*
*
*
*
*
*
*

* * *

A N S W E R

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11753 Equity

Now comes the defendant, Abram Joseph, executor of the estate of Josephine Calvert Gunther, by McWilliams & Melvin his attorney's and in answer to the bill of complaint exhibited against her, says:

1. That he is without knowledge of the allegations contained in paragraph 1. of the bill of complaint.
2. That he admits the allegations contained in paragraph 2 of said bill of complaint.
3. That he admits the allegations contained in paragraph 3 of said bill of complaint.
4. That he is without knowledge of the allegations contained in paragraph 4 of said bill of complaint.
5. That he denies that Josephine Calvert Gunther was barred from claiming her widow's share in any of the property described in paragraph 2 of said bill of complaint; that he admits that the estate of Josephine Calvert Gunther is entitled to be reimbursed for costs of a survey of the property and for real estate taxes paid by her as alleged in paragraph 5 of said bill of complaint

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and further answering says that she paid the sum of \$1,183.90 to Singleton Funeral Home for the funeral expenses of Herman Gunther; to James E. Hicks, Surveyor, the sum of \$850.00 for the two parcels of property referred to in the bill of complaint, and the sum of \$63.71 for the costs of advertising said property for sale; the sum of \$237.50 to Joseph H. Griscom, Sr., Treasurer, for State and County taxes for the years 1951 through 1956; and the following expenses were paid in or on behalf of the Estate of Herman Gunther:

Court costs, including 1% Direct Inheritance Tax	\$38.14
Capital-Gazette Press, Inc., Notice to Creditors	8.00
Appraisers:	
W.H.M. Smith	25.00
Fred E. Voges	25.00
Bond premiums, Fred E. Voges	<u>30.00</u>
Total	\$126.14

6. That he admits that the aforesaid property is valuable fee simple property, but denies the remaining allegations of paragraph 6 of said bill of complaint.

And, having fully answered said bill of complaint, the said Abram C. Joseph prays to be dismissed with reasonable costs.

McWilliams & Melvin

McWilliams & Melvin
212 Duke of Gloucester Street
Annapolis, Maryland

per John G. Bondell

I hereby certify that on this 21 day of Jan 1957, a copy of the foregoing Answer was mailed to C. Maurice Weidemeyer, Esq. and Basil E. Moore, Jr., Esq., 236 Main Street, Annapolis, Maryland, Attorneys for Plaintiffs.

McWilliams & Melvin
per John A. Bondell

ADOLF GUNTHER, also known as * IN THE CIRCUIT COURT
Otto Gunther, et al. *
vs. * FOR
JOSEPHINE CALVERT GUNTHER, et al. * ANNE ARUNDEL COUNTY
* EQUITY NO. 11,753

DECREE PRO CONFESSO

It appearing from the proceedings herein, that the Defendant, William Gunther, was duly served with process on June 2, 1956, and that said William Gunther has failed to appear in this Court, either in person or by solicitor, to file an Answer herein, it is thereupon by the Circuit Court for Anne Arundel County, sitting in Equity, this 1st day of March, 1957,

ADJUDGED, ORDERED and DECREED, that the Bill of Complaint be and the same hereby is taken pro confesso against the Defendant, William Gunther.

Benjamin Michaelson
JUDGE

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ADOLF GUNTHER, et al	*	IN THE
Plaintiffs	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM GUNTHER	*	ANNE ARUNDEL COUNTY
Old Annapolis Road		
Pasadena P. O., Maryland	*	IN
MILDRED PILLER	*	EQUITY NO. 11,753
Cottage 13, Veterans Hospital		
Canadaigua, New York	*	
EDNA SCHAFFER MARSHALL	*	
Riveredge Farm - Route 2		
Berlin, Worcester Co., Maryland	*	
Estate of Josephine Calvert Gunther*		
c/o Abram C. Joseph, Esquire	*	
Executor of Estate		
517 Title Building	*	
Baltimore 2, Maryland	*	
Defendants	*	

NOTICE TO DEFENDANTS OF TAKING TESTIMONY
BEFORE COURT EXAMINER

You are hereby notified that testimony in the above captioned case will be taken before one of the standing examiners of the Circuit Court for Anne Arundel County, Maryland, on Wednesday, June 5, 1957, at 3 o'clock, P. M. in Room No. 216, Anne Arundel County Court House, Church Circle, Annapolis, Maryland.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Colonial 3-3957
Attorney for Plaintiffs

I hereby certify that I mailed by Certified Mail, Return Receipt requested, May 22, 1957, a copy of the foregoing Notice to Take Testimony to; Thomas J. Kenney and Paul T. Pitcher, Esquires, 430 Equitable Building, Baltimore 2, Maryland, Attorneys for

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1957 MAY 22 PM 3:49

William Gunther: O. Bowie Duckett, Esquire, 88 State Circle, Annapolis, Maryland, Attorney for Mildred Piller: Mrs. Edna Schaffer Marshall, Riveredge Farm, Route 2, Berlin, Worcester County, Maryland: and McWilliams & Melvin, Esquires, 212 Duke of Gloucester Street, Annapolis, Maryland, Attorneys for Abram C. Joseph, Executor of the Estate of Josephine Calvert Gunther.

C. Maurice Heilmann

ADOLF GUNTHER, also known as	*	IN THE
OTTO GUNTHER, et al	*	CIRCUIT COURT
VS	*	FOR
WILLIAM GUNTHER, et al	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 11,753
	* * * * *	

PETITION TO INTERVENE

The Petition of Peter A. Castruccio and Sadie M. Castruccio, his wife, respectfully represents:

I

That the Bill for Partition in these proceedings was filed on the 16th day of May, 1956; that prior thereto in March, 1956, your petitioners entered into an Agreement of Sale with some of the parties to this cause for the sale of their interests in the property in question, concerning which this Bill for Partition was filed. A photostatic copy of said Agreement of Sale is filed herewith as Petitioners' Exhibit No. 1 and prayed to be taken as part hereof.

II

That subsequently pursuant to said agreement, on February 8, 1957, a deed was executed by three of the parties named as Complainants in this cause, Herman Gunther (also known as Herman Gunther, Jr.), Walter Gunther, and Margaret Johnson (and their spouses, if any), and one of the parties defendant, Edna G. Schaffer (now Edna G. Schaffer Marshall), granting and conveying unto your petitioners all of their right, title, interest, and estate in and to the property for which this Bill for Partition has been filed. Said deed which is recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1103, folio 302, is filed herewith as Petitioners' Exhibit No. 2 and prayed to be taken as part hereof.

III

That your petitioners have also paid the taxes on said property for the year 1957 in the amounts of \$179.60 and \$153.94 or a total

*Examiner's
Exhibit No 1
Gunther v. Gunther
Equity No 11,753
John S. Roman
Examiner
1957*

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1957 Jun 11*

This Agreement of Sale, made this day of March, 1956 between Walter Gunther and Bay Gunther, his wife; Otto Gunther (also known as Adolph Gunther) and Margaret Gunther, his wife; William Gunther and Mildred Gunther, his wife; Edna Schaffer and Harry Schaffer, her husband; Margaret Johnson and Milton Johnson, her husband; Herman Gunther, unmarried; Elizabeth Wilson and Henry Wilson, her husband; Mildred Piller and Sam Piller, her husband; Malley M. Tribull and Tribull, her husband, Sellers, and Peter A. Castruccio and Sadie M. Castruccio, his wife, Buyers

Witness, that the said Sellers do hereby bargain and sell unto the said Buyers, and the latter do hereby purchase from the former the following described property, situate and lying in the Third Election District of Anne Arundel County, being two parcels of land, parcel one containing 50 acres more or less, and parcel two containing 47 acres more or less, said parcels of land being outlined in red on the accompanying Plat of the Gunther Property dated January 31, 1952, prepared by James D. Hicks, in fee simple, at and for the price of Twenty-nine Thousand Dollars (\$29,000.00) of which Five Hundred Dollars (\$500.00) have been paid prior to the signing thereof, and the balance to be paid as follows: cash at time of settlement which shall be within 120 days of date hereof.

This contract is subject, at the option of the Buyers, to the conditions herein below. If said conditions cannot be satisfied and the Buyers do not agree to waive a condition not satisfied all moneys paid hereunder shall be returned to the Buyers and this contract shall be null and void.

~~The Buyers must be able to obtain a right of way of at least~~

*Re-filed
1657 June 11
36*

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Exhibit #1

*Examiner's Exhibit No 2
Gunther v. Gunther, Equity No 11,753
John S. Rom L. Exam*

60 feet wide to parcel No. 2 from North Shore Road, said right of way not to exceed 300 feet in length. Said right of way shall be paid for by the Sellers, but the cost thereof to the Sellers must not exceed One Thousand Dollars (\$1,000.00).

The Buyers must be able to obtain a mortgage for 20 years in the amount of Fifteen Thousand Dollars (\$15,000.00) at 4½% per annum, direct reduction, payments monthly.

The approval of the Zoning Board of Anne Arundel County (and any other necessary authorities of Anne Arundel County, or of the State of Maryland including any Boards or Courts to which there may be appeals) must be obtained by the Buyers to the rezoning of the property being sold hereunder from agricultural property to residential property (except those parts already zoned commercial).

And upon payment as above provided of the unpaid purchase money a Deed for the property shall be executed at the Buyers' expense by the Sellers, which shall convey the property by a good and merchantable title to the Buyers, free of liens and encumbrances except as specified herein.

Taxes and other public charges against the premises shall be apportioned as of date of settlement at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors, and administrators for the faithful performance of this Agreement.

This contract contains the final and entire agreement by the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written. Costs of all documentary stamps required by law shall be divided equally by the parties hereto.

Witness the hands and seals of the parties hereto the day and year first above written.

Witness

Margaret Johnson

Walter Gunther (SEAL)
WALTER GUNTHER

Margaret Johnson

Fay Gunther (SEAL)
FAY GUNTHER

_____ (SEAL)
OTTO GUNTHER

_____ (SEAL)
MARGARET GUNTHER

_____ (SEAL)
WILLIAM GUNTHER

_____ (SEAL)
MILDRED GUNTHER

Edna Schaffer
Edna May Johnson
to
Edna Johnson

Edna Schaffer (SEAL)
EDNA SCHAFFER

Harry C. Schaffer (SEAL)
HARRY SCHAFFER

Fay Gunther

Margaret Johnson (SEAL)
MARGARET JOHNSON

Fay Gunther

Milton Johnson (SEAL)
MILTON JOHNSON

Fay Gunther

Herman W. Gunther (SEAL)
HERMAN GUNTHER

Walter Gunther

Elizabeth Wilson (SEAL)
ELIZABETH WILSON

Walter Gunther

Henry Wilson (SEAL)
HENRY WILSON

_____ (SEAL)
MILDRED PILLER

_____ (SEAL)
SAM PILLER

Miss Margaret Johnson

Malley M. Tribull (SEAL)
MALLEY M. TRIBULL

_____ (SEAL)
TRIBULL

Witness

Peter A. Castuccio (SEAL)
PETER A. CASTRUCCIO

Sadie M. Castuccio (SEAL)
SADIE M. CASTRUCCIO

Buyers

58

STAMPS ON PAGE THREE

LIBER 111 PAGE 125

This Deed, Made this 8th day of February

in the year one thousand nine hundred and -fifty-seven, by and between HERMAN GUNTHER, JR. Divorced and now unmarried, of Baltimore City. in the State of Maryland, and EDNA G. SCHAFFER, Divorced and now unmarried, WALTER C. GUNTHER and FAY GUNTHER, His wife, and MARGARET JOHNSON and MILTON JOHNSON, her husband of Anne Arundel County, in the State of Maryland, of the first part, and PETER A. CASTRUCCIO and SADIE M. CASTRUCCIO, His Wife, of Anne Arundel County, in the State of Maryland, of the second part

Witnesseth, that in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said HERMAN GUNTHER, JR., EDNA G. SCHAFFER, WALTER C. GUNTHER, FAY GUNTHER, his wife, MARGARET JOHNSON and MILTON JOHNSON, her husband, do grant and convey unto the said Peter A. Castruccio and Sadie M. Castruccio, his wife, as tenants by the entireties, their assigns and unto the survivor of them, his or her - - - - - their right, title, interest and estate in and to - - - - - heirs and assigns, in fee simple, all / those lots of ground, situate, lying and being in Anne Arundel County, , aforesaid, and described as follows, that is to say —

~~Beginning for the~~ BEGINNING for the

BEGINNING for the first at an old stone here found which marks the southeasternmost corner of that conveyance from Herman Gunther and Josephine Gunther, his wife to Walter C. Gunther son of said Herman Gunther, by Deed dated October 8, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 384 folio 170 said point of beginning is north 79 degrees 16 minutes 20 seconds west 597.03 feet from an old stone here found which marks the northernmost corner of that conveyance from Marvin I. Anderson, Trustee to William Glass and Lena Glass, his sister by Deed dated October 18, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 386 folio 175 thence from the point of beginning so fixed and with the westernmost boundary of the aforementioned conveyance from Herman Gunther as now corrected for magnetic declination north 7 degrees 04 minutes 20 seconds east 524.42 feet to an old stone here found said stone marks the beginning of the second line of that conveyance from Herman Gunther and wife to Edna M G Shaffer by Deed dated ~~dated~~ October 8, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 384 folio 172 thence with the said second line corrected as aforesaid south 82 degrees 21 minutes 40 seconds east 263.70 feet to an iron pipe found at the end thereof thence with the easternmost boundary of the aforementioned conveyance from Gunther to Shaffer and also with the easternmost boundary of that conveyance from Herman Gunther and wife to Elizabeth M. Zurill by Deed dated July 8, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 369 folio 267 north 7 degrees 39 minutes 30 seconds east 659.77 feet to an iron pipe here found thence along the outline the following courses and distances: south 84 degrees 31 minutes 10 seconds east 1663.10 feet thence south 51 degrees 35 minutes 20 seconds east 132.0 feet thence south 13 degrees 24 minutes 40 seconds west 363.0 feet thence south 3 degrees 35 minutes 20 seconds east 730.13 feet to an old stone here found said stone marks

Examined Ex Lib No 3
Gunter & Gunther,
Equity No 11 753
39 John S Rouse L Examined

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Exhibit #2

Re-filed
1957 June 11

the end of the south 87 $\frac{1}{2}$ degree east 94 perch line of that conveyance from Henry Glass to James Glass by Deed dated March 30, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 96 folio 307 thence continuing with the outline north 85 degrees 05 minutes 20 seconds west 2142.11 feet to the point of beginning. Containing 50.84 acres of land, more or less, according to survey and plat made by James D. Hicks, County Surveyor in December, 1951.

With the right to use in common of a 30 foot right of way as called for in Liber J.H.H. No. 517 folio 170.

BEING the same parcel of ground by Deed dated February 9, 1912 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 91 folio 159 was conveyed by William C. Crane and Emily E. Crane, his wife to Herman Gunther and Mary Gunther, his wife.

BEGINNING for the second at an old stone here found said stone marks the point of beginning of that conveyance from Christopher R. Wattensheidt to George S. Glass, Jr. by Deed dated December 18, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 23 folio 237 said point of beginning is also south 06 degrees 35 minutes 30 seconds west 687.21 feet from an old stone here found which marks the northernmost corner of that conveyance from Marvin I. Anderson, Trustee to William and Lena Glass, his sister by Deed dated October 18, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 386 folio 175 thence from the point of beginning so fixed and with the outline of the aforementioned conveyance from Wattensheidt to Glass as now corrected for magnetic declination south 22 degrees 13 minutes 10 seconds west 528.0 feet thence south 68 degrees 46 minutes 50 seconds east 683.0 feet thence north 17 degrees 28 minutes 10 seconds east 203.0 feet thence north 10 degrees 28 minutes 10 seconds east 100.0 feet thence north 18 degrees 01 minute 50 seconds west 88.0 feet thence north 41 degrees 01 minute 50 seconds west 179.0 feet thence north 33 degrees 14 minutes 40 seconds west 120.19 feet to intersect the sixth line in the aforementioned conveyance from Anderson, Trustee to Glass thence with part of said sixth line reversely corrected as aforesaid south 67 degrees 46 minutes 50 seconds east 953.62 feet to an old stone here found thence along the westernmost boundary of that conveyance from Herman Gunther and wife to S. A. Godleuski and Elizabeth Godleuski, his wife by Deed dated September 23, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 379 folio 464 south 7 degrees 45 minutes 50 seconds east 1011.93 feet to an iron pipe here found thence along the shore of Stony Creek the following courses and distances: south 58 degrees 39 minutes 40 seconds west 109.33 feet thence south 13 degrees 05 minutes 50 seconds west 313.28 feet thence south 39 degrees 18 minutes 40 seconds west 114.59 feet thence south 57 degrees 28 minutes 20 seconds west 141.62 feet thence north 48 degrees 15 minutes 50 seconds west 325.84 feet thence north 57 degrees 16 minutes 30 seconds west 354.77 feet thence north 19 degrees 13 minutes 30 seconds west 127.01 feet and thence south 46 degrees 48 minutes 00 seconds west 154.99 feet to an iron pipe here found at the head of Nanny's Cove which pipe is said to replace an old pine tree thence with the northeasternmost boundary of Stone Haven as now corrected for magnetic declination north 29 degrees 23 minutes 50 seconds west 1455.65 feet to a monument here found and still with the boundary of Stone Haven south 32 degrees 11 minutes 00 seconds west 351.26 feet thence north 03 degrees 41 minutes 00 seconds west 903.73 feet to an old stone here found thence south 83 degrees 26 minutes 00 seconds east 715.10 feet to the end of the last line of the aforementioned conveyance from Anderson, Trustee to Glass thence with said last line reversely corrected as aforesaid south 6 degrees 35 minutes 30 seconds west 200.0 feet to the place of beginning. Containing 47.30 acres of land, more or less with the bounds of this description according to survey and plat made by James D. Hicks County Surveyor in December, 1951.

BEING a part of that conveyance from Paul R. Kach, Trustee to Herman Gunther and Marie Gunther, his wife by Deed dated July 30, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 113 folio 368.

Having the use thereof in common of a 12 foot right of way as called for in Deed recorded in Liber F.S.R. No. 113 folio 368, mentioned above, leading westerly to the County Road.

The said MARY GUNTHER died and said HERMAN GUNTHER, married JOSEPHINE GUNTHER, see Ante Nuptial Agreement between said HERMAN GUNTHER and JOSEPHINE CALVERT (later JOSEPHINE GUNTHER) dated December 24, 1937 recorded in Liber F.A.M. No. 174 folio 242. The said HERMAN GUNTHER died intestate on or about April 6, 1951 and leaving surviving as his sole heirs at law, his children, HERMAN GUNTHER, JR. OTTO GUNTHER, MARGARET JOHNSON, WILLIAM GUNTHER, MOLLIE TRIBULL, ELIZABETH WILSON, MILDRED PILLAR, WALTER GUNTHER and EDNA SCHAFFER.

The said Walter Gunther being called herein Walter C. Gunther and the said Edna Schaffer being called herein Edna G. Schaffer.

The said MARIE GUNTHER and MARY GUNTHER being one and the same party.

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.

all of said right, title, interest and estate in and to 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

PETER A. CASTRUCCIO and SADIE M. CASTRUCCIO, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her



heirs and assigns, in fee simple.

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 and seals of said grantors.

TEST: as to all.

J. Edward Adkins, Jr.

Herman Gunther, Jr. (SEAL)
Edna G. Schaffer (SEAL)
Fay Gunther (SEAL)
Walter C. Gunther (SEAL)
Margaret Johnson (SEAL)
Milton Johnson (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I HEREBY CERTIFY, That on this - - - - - 6th - - - - - day of February,

in the year one thousand nine hundred and - fifty - seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared HERMAN GUNTHER, JR. Divorced, one of

the above named grantors, and he acknowledged the foregoing Deed to be his act.

As Witness my hand and Notarial Seal.



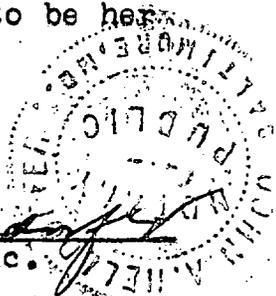
John A. Helldorfer
John A. Helldorfer Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, to, wit:-

I HEREBY CERTIFY, That on this 8th day of February, in the year one thousand nine hundred and fifty-seven, before me the, subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared EDNA G. SCHAFFER, Divorced, one of the above named grantors and she acknowledged the foregoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

John A. Helldorfer
Notary Public.
John A. Helldorfer

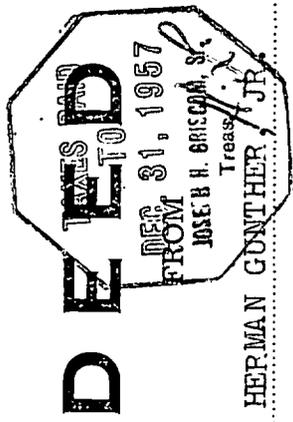


STATE OF MARYLAND, CITY OF BALTIMORE to, wit:-

I HEREBY CERTIFY, That on this 8th day of February, in the year one thousand nine hundred and fifty-seven, before me, the City subscriber, a Notary Public of the State of Maryland, in and for Baltimore/ and aforesaid, personally appeared Walter C. Gunther and Fay Gunther, his wife, MARGARET JOHNSON, three of the above named grantors and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

John A. Helldorfer
Notary Public.
John A. Helldorfer.



ET AL.

TO

PETER A. CASTRUCCIO

SADIE M. CASTRUCCIO, his wife

BLOCK NO.

Received for Record 1957
at 11:03 AM
in Liber 1103 of Folio 302
one of the Land Records of Baltimore County
at 3:52 PM
Same day recorded &c.
and examined per Clerk
Cost of Record, \$ 9.50

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

The Daily Record Company, Baltimore, Md.

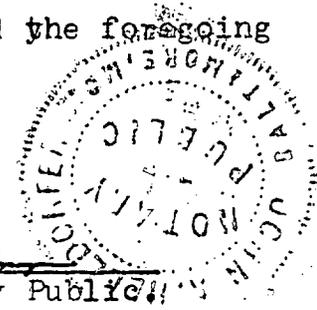
May # 31535

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:-

I HEREBY CERTIFY THAT on this 4th day of February, in the year one thousand nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared MILTON JOHNSON, Husband of Margaret Johnson, one of the above named grantors and he acknowledged the foregoing Deed to be his act.

AS WITNESS my hand and Notarial Seal.

Rec'd for record Mar. 8, 1957 at 3:52 P.M.
John A. Helldorfer, Notary Public.



TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
AND STATE OF MARYLAND, DR.
ANNAPOLIS, MARYLAND
JOS. H. GRISCOM, SR., TREASURER

MAKE ALL CHECKS PAYABLE TO
JOS. H. GRISCOM, SR. TREASURER.
FAILURE TO RECEIVE A BILL
IS NO EXCUSE FOR NOT PAYING
TAXES, INTEREST AND PENALTY.

SEE ENCLOSED STATEMENT
FOR RATES

LAND	BUILDINGS	TOTAL ASSESSMENT
75000		75000
STATE TAX	SPECIAL TAX TOTAL	COUNTY TAX
10000		14735

TAX LEVY 1957
REAL ESTATE

TOTAL TAX DUE
15735

INDEX		
DIST.	SUB.	NUMBER
3	01	12572600

DO NOT DETACH
RETURN BOTH COPIES WITH PAYMENT

COLLEY & COLLEY
30 ACRES
HERMAN GUNTHER
600 N HAMMONDS BRIDG RD
LARGO MTS MD

SPECIAL TAX CODE(S)				
A	B	C	D	E

OFFICE HOURS
DAILY:
9 A. M. TO 4 P. M.
SATURDAY:
9 A. M. TO 12 NOON

INTEREST FOR THIS YEAR'S TAXES ONLY											
MONTH	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.		
STATE	NONE							1/2%	1%	1 1/2%	
COUNTY SPECIAL	1%	1 1/2%	2%	2 1/2%	3%	3 1/2%	4%	4 1/2%	5%		

EXHIBIT

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
AND STATE OF MARYLAND, DR.
ANNAPOLIS, MARYLAND
JOS. H. GRISCOM, SR., TREASURER

MAKE ALL CHECKS PAYABLE TO
JOS. H. GRISCOM, SR. TREASURER.
FAILURE TO RECEIVE A BILL
IS NO EXCUSE FOR NOT PAYING
TAXES, INTEREST AND PENALTY.

SEE ENCLOSED STATEMENT
FOR RATES

LAND	BUILDINGS	TOTAL ASSESSMENT
87500		87500
STATE TAX	SPECIAL TAX TOTAL	COUNTY TAX
1307		10213

TAX LEVY 1957
REAL ESTATE

TOTAL TAX DUE
11520

INDEX		
DIST.	SUB.	NUMBER
3	01	12572600

DO NOT DETACH
RETURN BOTH COPIES WITH PAYMENT

STON STONE KAVEN SILV
2700 000 01V 00 ACRES
RFD 113 360
HERMAN GUNTHER
600 N HAMMONDS BRIDG RD
LARGO MTS MD

SPECIAL TAX CODE(S)				
A	B	C	D	E

OFFICE HOURS
DAILY:
9 A. M. TO 4 P. M.
SATURDAY:
9 A. M. TO 12 NOON

INTEREST FOR THIS YEAR'S TAXES ONLY											
MONTH	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.		
STATE	NONE							1/2%	1%	1 1/2%	
COUNTY SPECIAL	1%	1 1/2%	2%	2 1/2%	3%	3 1/2%	4%	4 1/2%	5%		

*Re-filled
1957 June 11*

Examiner's Exhibit No 5
Gunter & Gunter, Equity No 11753
John S. Row L. Examiner

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1957 JUN -4 PM 3:36

43 Exhibits Nos 3 & 4

ADOLF GUNTHER, also known as	*	IN THE
OTTO GUNTHER, et al	*	CIRCUIT COURT
VS	*	FOR
WILLIAM GUNTHER, et al	*	ANNE ARUNDEL COUNTY
		In Equity No. 11,753
	* * * * *	*

ORDER

ORDERED this 4th day of June, 1957, by the Circuit Court for Anne Arundel County, upon the foregoing Petition and affidavit, that leave be and the same is hereby granted unto Peter Castruccio and Sadie M. Castruccio, his wife, to intervene in these proceedings and file an Answer or any other papers, which, in their opinion, are necessary to protect their interests.

Matthew S. Evans
Judge

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1957 JUN -5 PM 2:19

ADOLF GUNTHER, also known as * IN THE
OTTO GUNTHER, et al * CIRCUIT COURT
VS * FOR
WILLIAM GUNTHER, et al * ANNE ARUNDEL COUNTY
In Equity No. 11,753
* * * * *

ANSWER

The Answer of Peter A. Castruccio and Sadie M. Castruccio, his wife, Intervenors, by leave of Court granted, respectfully shows:

I

That they admit the matters and facts alleged in Paragraphs 1, 2, 3 and 5 of the Bill for Partition.

II

That they admit the matters and facts alleged in Paragraph 4 of the Bill for Partition, except that Josephine Calvert Gunther is now deceased.

III

That they admit the matters and facts alleged in Paragraph 6 of said Bill except that the interests in said property are not as alleged, since your petitioners have a 4/9th interest in said property, they having purchased from and received a deed for the interests therein of Margaret Johnson, Walter Gunther, Edna Schaffer (now Edna Schaffer Marshall) and Herman Gunther (also known as Herman Gunther, Jr.).

WHEREFORE your petitioners assent to the passage of such decree or decrees as may be proper to be passed in the premises and pray that one of their attorneys, Winson G. Gott, Jr., be appointed Co-trustee.

As in duty bound, etc.

Peter A. Castruccio
PETER A. CASTRUCCIO

Sadie M. Castruccio
SADIE M. CASTRUCCIO

C. Maurice Weidemeyer
Solicitor for Peter A. Castruccio and Sadie M. Castruccio

I hereby certify that on this 5th day of June, 1957, I mailed a copy of this answer to C. Maurice Weidemeyer, Solicitor for Complainants.
Winson G. Gott, Jr.

FILED
1957 JUN -5 PM 2:30

45

ADOLF GUNTHER, also known as *

IN THE

OTTO GUNTHER, et al *

CIRCUIT COURT

vs. *

FOR

WILLIAM GUNTHER, et al *

ANNE ARUNDEL COUNTY
In Equity No. 11,753

* * * * *

TESTIMONY ON BEHALF OF THE PLAINTIFFS

June 5, 1957

Present:

- C. Maurice Weidemeyer, Solicitor for the Plaintiffs
- O. Bowie Duckett, Solicitor for Mildred M. Pillar, Defendant
- John A. Blondell, Solicitor for Abram Joseph, Executor
- Winson G. Gott, Jr)
Herbert C. Moore) Solicitors for Peter A. Castruccio and
Sadie M. Castruccio,
Intervenors
- John G. Rouse, Jr., Examiner
- Shirley M. Miller, Court Stenographer

Witnesses:

- Adolf Gunther, pages 2 - 11
- Malley M. Tribull, pages 11 - 13
- Elizabeth Wilson, pages 13 - 15
- Louis J. DeAlba, pages 15 - 20
- Fred E. Voges, pages 21 - 26

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1957 JUN 11 PM 2:32

Adolf Gunther, a witness of lawful age, being first duly sworn, deposes and says:

Mr. Weidemeyer)

1. Would you state your full name please?

A. Adolf Fredrick Gunther.

2. Where do you reside?

A. Orchard Beach.

3. What is your full address?

A. 7825 Bridge Drive, Baltimore 26.

4. And are you one of the plaintiffs in this complaint for partition and sale of real estate belonging to Herman Gunther at the time of his death?

A. I am.

5. ~~Where~~ you related to Herman Gunther?

A. I'm his son.

6. And did Herman Gunther leave surviving him any other children?

A. Eight, besides myself.

7. Would you state the names of those eight children and their addresses, so far as you know?

A. Herman Gunther, he's my oldest brother, he lives at 3040 $\frac{1}{2}$ - 6th Street, if I'm not mistaken, and then there's Margaret Johnson, my next oldest sister.

8. Where does she reside?

A. She lives over there at Linthicum.

9. And Molly Tribull, where does she reside?

A. Green Haven, Pasadena, and Elizabeth Wilson, she lives in town, I don't know exactly what street.

10. Elizabeth Wilson, 319 Martingale Avenue, Baltimore 29, Maryland?

A. That sounds right.

11. And Walter Gunther, Solly Road, Anne Arundel County, Maryland.

A. That is right.

12. Pasadena Post office or is it Brooklyn?
A. I don;t know whether that has been changed. It used to be Sollys Post Office and I think it has been changed. I don't know what they changed that to.
13. William Gunther?
A. He lives over near Marley Park.
14. Old Annapolis Road, Pasadena Post Office?
A. That is right.
15. Mildred Pillar?
A. She lives in Cottage 13, Veterans Hospital, Canadaigua, New York.
16. Edna G. Schaffer Marshall, Riveredge Farm=, Route 2, Berlin, Worcester County, Maryland?
A. That is my sister, but I don't know whether that is the right address or wrong. I couldn't answer you on that.
17. Do you know whether she is now married to Marshall?
A. I can't answer that.
18. What was her first husband's name?
A. Schaffer.
19. Do you know his first name?
A. I believe it was Harry Schaffer.
20. Now at the time, that includes all nine children, of your father.
A. Did we mention Walter Gunther?
21. He's the one that lives on Solly Road?
A. Yes sir, there was nine of us all together.
22. And are they all adults?
A. Yes, sir.
23. Are they all of sound mind?
A. To 'the best of my ability, they seem so.
24. Now at the time your father, state when your father died.
(Examiner) April 6, 1951?
A. Yes, I would say that is correct. Yes, sir.
(Weidemeyer
Where did he die, Mr. Gunther?

- A. He was in a convalescence home in Baltimore County.
25. Now Josephine Calvert Gunther, is she your mother?
- A. No, sir.
26. What was your mother's name?
- A. Marie Gunther.
27. Is Marie Gunther living or deceased?
- A. She is deceased.
28. Do you know when she departed this life?
- A. That was 1936 or 37, along back in there.
29. Now did Josephine Calvert Gunther survive your father.
- A. I don't understand your question.
30. Did she survive him? Was she still living when he died?
Did she live after him?
- A. Oh, yes.
31. And do you know whether Josephine Calvert Gunther is now
alive or dead.
- A. She's dead.
32. When ^{did} she depart this earth?
- A. To the best of my ability I would say about August 21,
1956.
33. Now did your father own any real estate at the time of his
death, or was there any real estate in his name at the
time of his death?
- A. At the time of his death there was these two tracts of
ground, one on each side of Silver Sands.
34. Are those the two tracts of land, described in the Bill
of Complaint in this case, as the two parcels?
- A. Yes.
35. And have you seen those two parcels of land?
- A. Yes.
36. Have you ever been on them?
- A. Yes, sir.
37. Could you briefly describe the two parcels of land? Do
you know how many acres there are in each parcel?

- A. There are around 40 or 50 acres, roughly speaking.
53.84. Well that part there is all wooded, and it lays on the north corner of Silver Sands, and
38. And that's the one listed as parcel No. 1 on the plat made by James Hicks?
- A. Yes.
39. Dated January 3rd, 1952?
- A. Yes.
- (Duckett)
1. What did you say, 53.84?
- A. 53.84, more or less.
2. The bill says 50.84.
- (Weidemeyer)
- I think that is correct, 50.84.
40. And this parcel listed on the plat of James Hicks, dated January 31, 1952, as parcel No. 2, how many acres of land does that contain?
- A. 47.3
41. Now on parcel No. 2 did you ever, how long has your father owned that? That's the parcel with the waterfront on Stoney Creek.
- A. I would say owned it approximately 25 or 30 years.
42. And how long did he own parcel No. 1?
- A. That goes way back. I would say about - - He bought all this property during the time we moved down here. I would say 35 years, when he bought this property.
43. Is there any waterfront on either one of the parcels?
- A. This part here has waterfront.
44. Now what parcel are you referring to?
- A. Parcel 2, has waterfront on Stoney Creek.
45. About how many feet of waterfront, do you know?
- A. Roughly speaking, good waterfront, about twelve hundred foot.
46. And it has some other waterfront in addition to the

twelve hundred foot of waterfront?

- A. Well, I wouldn't rate that as waterfront, it goes into a marsh up on that side at Stone Haven.
47. Now do you know how parcel No. 2 is zoned?
- A. I believe it's zoned as farm land but Parcel No. 1 is zoned light commercial, or light industrial.
48. Parcel No. 1?
- A. Yes.
49. Now does parcel No. 1 have any, does it touch upon any road way?
- A. The road goes into Silver Sands, goes through part of the property on the west corner of the property.
50. Now is there any road to, or right away into parcel No.2?
- A. There is a twelve foot right away into, coming in from Sollys Road, reserved in the deed.
51. Now Mr. Gunther, do you feel that this property should be sold and the proceeds divided?
- A. I really do.
52. Is this property so situated or located so that it could be fairly divided into nine parts, so you could treat each child equally?
- A. Absolutely no.
53. Would you say that it was impossible of division in kind, so as to treat each party equally?
- A. I would say so.
54. And you think then the court should order the property sold and the proceeds divided?
- A. I would say so, yes, sir.
- (Mr. Moore)
1. Mr. Gunther, what was your father's name?
- A. Herman.
2. Herman Gunther?
- A. Yes.

3. So, actually the Herman Gunther in this case, would be Herman Gunther, Jr., then, wouldn't it?

A. That is correct, Yes.

4. Herman Gunther and Herman Gunther, Jr., are one and the same. Is that correct?

(Weidemeyer)

No the Herman Gunther is his father and then there's Herman Gunther, Jr., who is his brother.

(Moore)

But, I mean in this case you have called him Herman Gunther, the Herman Gunther in this case is Herman Gunther, Jr.

(Weidemeyer)

That's right, but the fellow in this case is Herman Gunther, was Herman Gunther, Jr.

Moore)

5. The question was, is the Herman Gunther, who is a party to this case, the son of your father, Herman Gunther?

A. That is correct.

6. And is this son actually Herman Gunther, Jr?

A. Yes, sir.

(Duckett)

1. Mr. Gunther,
Why do you say that this property containing some 97, 98 acres cannot be divided?

A. Because of the waterfront, it can not be divided into nine evenly parts, so each one would get an equal share of the money, of what it's worth.

2. Twelve hundred feet of waterfront you say, would give each one of them over a hundred feet of waterfront, wouldn't it?

A. Yes, I would say so.

3. A hundred feet of waterfront is enough to build a house, isn't it?

- A. Yes, On this one place here you would have a little trouble with the right ^{of} ~~away~~ problem on that, if it's divided by nine, and I don't see how you could actually bring a right ^{of} ~~away~~ into that. I don't see how it could be done because over on this side the waterfront property is not worth as much as over on the front side. It comes into an oval-shaped point.
4. Well, could you give them a little more waterfront where it's not as valuable?
- A. Well, that would go back up here on this other side, on the south side in towards Stone Haven.
5. Well, the other reason was for a road. Why would a right ^{of} ~~away~~ have anything to do with it?
- A. Well, I don't see how you could bring it in, unless you brought a piece of property over on Silver Sands, to make a right ^{of} ~~away~~ in that way. Coming up through here, quite a long stretch down in there.

(Duckett)

Alright.

(Weidemeyer)

1. Now how about parcel No. 1, is parcel No. 1 so situated that you could divide that satisfactorily into ~~4~~ nine equal parcels and give each one access to the road running to the corner of it?
- A. There's a possibility of that being done, but over in this one lower corner here, that would be the south corner of the low section in there, which comes into a point, and whoever would get that part wouldn't get the right equal share with the rest on this ~~upper~~ end, and this road here, got a triangle ~~at~~ point here, where Silver Sands road cuts through, into a wedge shape here. Now I wouldn't want that for ~~my~~ share, this little triangle affair in here.

(Duckett)

1. Wouldn't the same proposition arise in the division of most any waterfront or farm property?
- A. Are you referring to real estate affair now?
2. Yes, whether or not it could be divided?
- A. Well, if you had the property you would value one piece of property a few dollars more than the other, I'm sure, and that would be the same case in this section here.
3. Well then you could give a few more acres couldn't you to take care of that?
- A. Well I wouldn't want it that way. I wouldn't want one acre or one square inch more ground than the rest of my sisters and brothers.
4. Even if it wasn't as good as some of the others?
- A. That's correct.
5. Do you think that is a reasonable position to take?
- A. I think that is for the main reason that it's got to be divided equally after all there is nine of us and whatever is to come out here I feel as though it should be sold so each one can get the fair amount, right down to pennys.
6. If you had an acre up in Wall Street in New York you wouldn't turn that over to your sisters for an acre down here, would you?
- A. No, I don't think we're talking about Wall Street in New York, we're talking about this piece of property here which is all wooded section. Some parts has got good timber on it and there's a few acres in there has no timber, just completely undergrowth.
7. Alright, sir.

(Blondell)

I just want to object to the prior testimony inasmuch as this supposition is for nine shares instead of possibly,

the dower share of Mrs. Gunther, Josephine Calvert Gunther.

(Moore)

I should like to point out that four of these shares have been sold and we have intervened in the case. If necessary I will be glad to put Mrs. Castruccio on the stand or maybe I can make a statement to that effect.

(Weidemeyer)

Well if you have a statement I have no objection. make your statement on behalf of your client.

(Moore)

By order of court, Mr. Peter A. Castruccio and Sadie M. Castruccio are intervenors in this case because Margaret Johnson, Walter Gunther, Herman Gunther, and Edna Schaffer Marshall by actual deed of record which was also filed in this case have become parties and have been permitted to because of owning these four interests. I should also like the exhibits that are filed in this case, that the Petition to Intervene be filled in this case

(PETITION TO INTERVENE, FILED HEREWITH, MARKED EXAMINERS EXHIBIT NO. 1.)

(Weidemeyer)

1. Mr. Gunther, you have paid some taxes on this property. for which you will claim reimbursement upon production of proper receipts. Isn't that right?

A. Yes.

(Moore)

On behalf of Castruccio's we have offered three exhibits.
COPY OF
(AGREEMENT OF SALE, DATED MARCH 1956, FILED HEREWITH,
MARKED EXAMINERS EXHIBIT 2.)

(DEED DATED FEBRUARY 8, 1957, BETWEEN HERMAN GUNTER, JR., EDNA G. SCHAFFER, WALTER C. GUNTHER AND FAY GUNTHER AND MARGARET JOHNSON AND MILTON JOHNSON, FILED HEREWITH. MARKED EXAMINERS EXHIBIT NO. 3)

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..... *Edw. F. Smith*

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(Weidemeyer)

As I understand the Castruccio's now claim to have four months of the interest by deed of no objection to the partition and sale of this property.

(Moore)

We have filed an answer in which they are consenting to the partition and requesting that one of their counsel, Mr. Gott, be made co-trustee in the matter.

(Mr. Gott waived cross examination.)

Malleÿ M. Tribull, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Weidemeyer)

1. State your name please.
- A. Malley Tribull, Mrs. Malley Tribull.
2. And are you one of the children of Herman Gunther, late of Anne Arundel County?
- A. I am.
3. Did you hear the testimony of your brother, Adolf Gunther?
- A. Yes.
4. Did you hear the names and addresses of the children of your father?
- A. Yes, sir.
5. Did your brother, Adolf give their names and addresses correctly?
- A. Yes, sir.
6. And they are as given by him.
- A. Yes, sir.
7. And all of the children are over 21, adults.
- A. Yes, sir.
8. And all of them are of sound mind?
- A. Yes, sir.
9. Do you know the two parcels involved in this partition,

suit, namely parcels 1 and parcel 2, as shown on the plat prepared by James Hicks, surveyor, dated January 31, 1952?

A. Yes, sir.

10. Are those two parcels of land so situated that they could be fairly divided by giving each one an equal share of the land itself?

A. No, it would be impossible.

11. And are you in favor of having the property sold and the proceeds divided?

A. Yes, sir.

12. Is there anything further that you would like to add to the testimony?

A. No, I don't think so.

(Duckett)

1. Mrs. Tribull, is it your understanding that no irregular property similiar to this could be divided, or is it just this particular property?

A. Well, I think, in this particular property it couldn't be divided on account of children arguing in the family. some of them want all the waterfront, some of them. you know. just wouldn't be no way of doing it, There isn't enough waterfront there to do anything with.

2. Would it change your opinion if you knew as has been testified here that four interests are owned by one person?

A. Say that again.

3. I said, would it change your opinion if you knew as has been testified here that four interests are owned by one person?

A. Well, I still don't see how it could be divided up equally unless it was sold.

4. You couldn't divide the ground amongst the childred, because they wouldn't be satisfied, could it be divided

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. *Mrs. Mallie Libull*

into two parcels, two parcels of ground if there were only two children.

A. No, I don't think you could do that either.

5. You mean because they wouldn't be satisfied, is that the only reason.

A. Yes, I think so.

6. You say yes you think so.

A. Yes.

Cross examination waived by Mr. Moore, Mr. Blondell and Mr. Gott.

(LEAVE RESERVED TO FILE PLAT PREPARED BY JAMES D. HICKS, REGISTERED SURVEYOR, SHOWING PARCELS 1 AND PARCEL 2, OF THE GUNTHER PROPERTY, DATED JANUARY 31, 1952, MARKED EXAMINERS EXHIBIT 4.)

Elizabeth Wilson, a witness of lawful age, being first duly sworn, deposes and says:

(Weidemeyer)

1. State your full name please.

A. Elizabeth Wilson.

2. And where do you reside.

A. 319 Martingale Avenue, Baltimore 29.

3. And are you on the nine children of Herman Gunther late of Anne Arundel County.

A. Yes, I am.

4. Have you heard the testimony of your brother Adolf as to the names and addresses of the nine children of Herman Gunther.

A. Yes.

5. And are they correct as stated by Adolf Gunther?

A. Yes.

6. And all of them are adults?

A. Yes.

7. All of them are of sound mind?

A. Yes.

8/ Are you familiar with the two parcels of land, namely parcel No. 1 and parcel No. 2 as shown on the plat that's introduced in this case?

A. I think so.

9. From your knowledge are those two parcels of land, would you say it would be possible to make a division of those two parcels into nine land areas where each one of the nine children would be equitably treated?

A. No, I don't.

10. And are you in favor of a sale and partition by the court of this property?

A. Yes.

11. And the division of proceeds?

AK. Yes.

Duckett)

1. Mrs. Wilson, why do you think this property couldn't be divided into six parts?

A. Well, I just don't think so.

2. Well, can you give us a reason?

A. Because I think one section of it is worth a little bit more than the other.

3. Well, isn't that usually so in real estate?

A. I don't know nothing about real estate. I know about this piece right here.

4. Well, you know enough to testify in this case, you have been around Maryland a long time and you know about other properties.

A. No, all I know is about this, and where I live up in the city, that's all I know about, nothing else.

5. Well, isn't it pretty difficult in most cases to divide it up to satisfy nine children?

A. Sure, that's why we want it to be sold.

6. Well, is there anything unusual in this case, different in

from the other cases where property is divided up?

- A. I don't know about other properties.
7. Your sister, Mildred Pillar, doesn't want it sold, isn't that correct?
- A. I don't know what she wants.
8. Do you ever see her?
- A. No.
9. You're friendly with her aren't you?
- A. She's my sister. // She lives in New York, I'm in Baltimore.
10. When was the last time you seen her?
- A. Last year.
11. Did you talk to her about it then?
- A. A little.
12. You told her you wanted to sell it?
- A. I didn't tell her anything.
13. You didn't mention this property to her?
- A. We just knew that it was going to be settled or sold, or whatever they were arguing over. There was a death in the family, that's how we happened to come together.
14. Well, you did discuss it with her?
- A. Sort of off-hand, yes.
15. And what did she say about it?
- A. I don't know, I can't remember.
16. Well, what did you tell her?
- A. I told her I wanted money.

Louis J. DeAlba, a witness of lawful age, being first duly sworn, deposes and says:

(Weidemeyer)

1. Will you state your full name, please?
- A. Louis J. DeAlba.
2. And you reside in GlenBurnie, Maryland?
- A. Yes, 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... *Elizabeth Wilson*

3. Would you state briefly for the record what experience you have had in real estate and real estate appraisals?
- A. Well, I was formerly connected with Charles Pumphrey Co. and made appraisals for the airport of Baltimore City, state roads appraisals, chief appraisor for the United Federal, twelve million dollar association, building and loan association.
4. And you have been engaged in that work pretty near every day?
- A. Some part of it. I have spent the entire day, on the road yesterday, for the United Federal.
5. Mr. DeAlba, have you examined the two parcels of land belonging to the estate of Herman Gunther, which parcels are shown on the plat of James Hicks, surveyor, dated January 31, 1952?
- A. Yes, sir.
6. This is the tract as designated as parcel No. 1. Is that right?
- A. Yes, sir
7. And the parcel on the south is designated on the plat as parcel No. 2?
- A. Yes, sir.
8. Now after looking at those two parcels of land did you determine what was a fair market value of those two parcels; for one each individually or collectively?
- A. We got as close to both parcels of land as was possible to get. It's completely overgrown with scrubs, very little timber, no access roads at all. The No. 1 tract, that's the one that borders on Silver Sands road, but there only approximately 562 feet on the road, and that's very little road frontage for 83 acre tract. Now this tract on the north, parcel No. 1, contains according to the plat of James Hicks, 50.84 acres, and I,---

9. According to your testimony the Silver Sands road only runs through a corner of it?
- A. Just one corner, about roughly 562 feet. We found surveyors marks along there.
10. Is that the parcel that's zoned? Or do you know whether that parcel is zoned light industrial?
- A. I was informed that it was zoned light commercial.
11. Now, parcel No. 2, did you examine that parcel, too?
- A. Yes, sir.
12. Does parcel No. 2 have some waterfront?
- A. It has what we estimated as from twelve to fifteen hundred feet of waterfront. The part out on the this part of the water was fair, the other on the side was very poor.
13. Mr. DeAlba, what would you say would be the fair market value, or did you break it down, as a market value as a whole, the two parcels as a whole, or did you in your mind break it down as a separate value on each property?
- A. Personally, I broke it down as separate value on each property?
14. Now, as to parcel No. 1, which is the parcel on the north, 50.84 acres, what did you figure as a fair and reasonable value per acre of that tract?
- A. I have broken it down, 53.84. Well, I thought of it as an entirety, \$200.00 an acre. It's grown up in scrub, it's not possible to go over the entire section. We drove beyond the boundaries and approached it from the southern end which was a very deep ravine.
15. Now, as to parcel No. 2, which contains approximately 47.30 acres and has a twelve hundred feet of waterfront, what would you say would be a fair acreage value of that tract?
- A. As an entirety of that whole No. 2 tract, I'd say \$400.00

an acre, that's including the waterfront. The back ground of course, is worth no more than the No. 1 tract. Would be possibly not as much, because there is no access to it. The only approach to it is a narrow ten or twelve foot right away, I don't know whether it's right ^{of} way or whether it was an abandoned road, but for any development purposes they wouldn't permit any development in on a fifteen foot road, twelve foot road.

16. So, that \$200.00 per acre on parcel No. 1, you would figure a valuation there of approximately \$10,168?

A. I'd have to refigure it, I figured 53.84, and I made \$11,768.00. And as to parcel No. 2, which contains 47.3 acres, you would get a total valuation there of \$18,920. The two added together is in excess of \$30,000.00, and to sort of check back as an average if it was to be handled as an entirety, I figure \$300.00 average, or all the way through, would give you about the same, in excess of \$30,000.00.

17. Now Judge DeAlba, from your examination of Y those two parcels of land, would you say that those two parcels of land lay, or are so situated that they could be fairly divided among nine parts, so as to give each one of the nine children an equal share of land rather than a division of proceeds?

A. Well, my personal opinion is it would take a wizard to be able to sectionally divided the land, because I don't know how you could possibly satisfy nine people with a piece of property here that's No. 1, with 562 feet of excess here on the road, it would cost more to divide it, by providing road ways than the land would be worth. That's my estimation.

(Duckett)

1. Judge, you say it would take a wizard, I wonder if we

had five wizards under the law, you probably recall the Maryland Code, Article 46, Section 9, which provides that the court has the power and authority to appoint and issue a commission to five discreet and sensible persons to be commissioned authorizing, empowering them to divide and make partition of the property. If the court appointed five discreet and sensible men, do you think they could divide it up?

- A. Well, by my past experience and my personal opinion I'd say there wouldn't be much left to divide after you had commission paid.
2. You don't mean they would charge any where near \$30,000. would you?
- A. It's hard to tell, then too. there's roadways to be considered, too.
3. If it were developed you would have to have a fifty foot road way, wouldn't you?
- A. Yes.
4. Isn't that the law.
- A. Yes, I don't know get-someone very foolishly sold off, a little block of seven acres there, if this spot is correct, the boundary of that seven acres butts against this twelve foot road. There's no way of getting beyond that road, dividing this road. In addition to the fact it would be an expensive road building to build roads to service this waterfront.
5. Is there any real difference between this property and the average waterfront property that has been ^{sub-}divided?
- A. Except that it is inaccessible at this time, and it would take some, you would have to buy a right away from some other to come in there, in addition to building it, it's very uneven down to the waterfront.
6. If it were sold to one individual, he would have the same difficulty, wouldn't he?

A. If you sold it to one individual, he may be inclined to use it just all for his own purpose.

(Rouse)

1. Is it correct that this property has no improvements on it?

2. No improvements.

2. Produces no income at the present time?

A. No.

Mr. Moore, Mr. Blondell, Mr. Gott, waived cross-examination.

(PRECEIPTED 1957 TAX BILLS FOR HERMAN GUNTHER, FILED HEREWITH, MARKED EXAMINERS EXHIBIT NO. 5)

(CERTIFIED COPY OF LETTERS OF ADMINISTRATION FOR THE ESTATE OF JOSEPHINE A. GUNTHER, FILED HEREWITH, MARKED EXAMINERS EXHIBIT NO. 6)

(DEED, DATED FEBRUARY 9, 1912, BETWEEN WILLIAM C. CRANE AND EMILY E. CRANE, AND HERMAN GUNTHER AND MARY GUNTHER, FILED HEREWITH, MARKED EXAMINERS EXHIBIT NO. 7)

(DEED, DATED JULY 30, 1932, BETWEEN PAUL R. KACH. TRUSTEE AND HERMAN GUNTHER AND MARIE GUNTHER, FILED HEREWITH. MARKED EXAMINERS EXHIBIT NO. 8)

(AGREEMENT, DATED DECEMBER 24, 1937. BETWEEN JOSEPHINE CALVERT AND HERMAN GUNTHER, FILED HEREWITH, MARKED EXAMINERS EXHIBIT NO. 9)

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.....*L. J. D. Alba*.....

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

(Weidemeyer)

1. Would you state your full name please?
- A. Fred E. Voges.
2. And where do you reside?
- A. Amberly, First Election District of Anne Arundel County.
3. You are a Realtor here in the city of Annapolis?
- A. I am.
4. You have had experience in making land appraisals?
- A. I have.
5. Would you state briefly for the record what your experience is in making land appraisals?

(Duckett)

We'll accept his qualifications.

(Weidemeyer)

6. Just state briefly for the record.
- A. Well, I have appraised for the city of Annapolis, Anne Arundel County, State Roads Commission of Maryland, Navy Department of the U. S. Government. I was a regular appraiser for the Capital City Building and Loan, Association for five years. I have been a regular appraiser of the First Federal Building Association for seven years.
7. Have you examined the two parcels of land which are in the Herman Gunther estate, and which are shown on the plat of James D. Hicks, surveyor, dated January 31, 1952?
- A. I have, I saw the property on the 13th of May of this year.
8. Well, as to parcel No. 1, the parcel which lies on the north, and which is said to contain approximately 50.84 acres, how does that land lay in regard to roads and terrain and timber and etc?
- A. Well, the terrain is fairly level except on the east side.

where it slopes down towards Stoney Creek. The road to Solly², goes through the southwest corner for a distance of approximately 562 feet. There is some timber on the property but it's mostly grown up in scrub and underbrush.

9. Do you know how that parcel of land is zoned?

A. I have been informed that the parcel to the north of the road is zoned light industrial.

10. Now did you arrive, or form an opinion as to what was a fair value of parcel No. 1?

A. In my opinion parcel No. 1 is worth about \$250.00 an acre, which I just heard it refigured at \$12.710.

11. Now as to parcel No. 2, would you state briefly how that parcel lies in regard to terrain, access or right away, and waterfront?

A. Well, on the west side it slopes down to sort of a valley runs down into a cove, of Stoney Creek. It is wooded with some very little good timber and the rest of it's covered with scrub and under brush. The right of way is a twelve foot right of way which is now over grown, so that you can't hardly find it. It runs from the Solly² road down into the adjoining property. I might say for the record that some time in the past 7.19 acres piece was cut out of the heart of it, and it forces you to come in the side of rather a steep bank, in order to get a right of way in. There is some waterfront. I estimated on my appraisal that a thousand feet of it was reasonably good waterfront, but not what we would call good waterfront in this section of the county. The rest is mud flats and cat tails, and so forth, marsh.

12. What do you figure that parcel No. 2 would be worth, the market value?

A. I broke that down into a thousand feet of waterfront, at

twelve thousand lineal foot, which was \$12.000. and the rear, roughly about five acres, a thousand by two hundred and the remaining parcel, I figured at \$300.00 an acre. which amounts to \$12, 690., giving a total of \$24.690.00.

13. What was that for the remainder portion?

A. \$300.00 I used on that.

14. \$300.00 per acre, and that totals how much?

A. That's 42.30 isn't it, \$12,690.00 for that. So that would make a total appraisal for the two parcel \$37,400.00.

15. Mr. Voges, I might ask you this question, looking from your examination of these two parcels, would you say that this land was susceptible of division in kind, whereas to treat each of nine heirs equitably fairly?

A. I don't believe anybody could divide it so that nine pieces would be anywheres near approximated the same values could be taken from. Its the way the thing lays and the way you have to get into it that cuts it off.

(Duckett)

1. Mr. Voges you say that the waterfront is worth \$12.00 a front foot. is that right?

A. I would say, yes. I have comparable waterfront of my own which I am selling, and I would say that would be a high price for it.

2. And what do you consider the depth there, what do you take as the depth?

A. Two hundred feet, roughly.

3. Mr. Voges, considering this, would you say in view of the poor waterfront, do you believe that that property would be saleable to a person to build an individual home and that he would pay some \$37, 000. for that location for a home?

A. \$24,000.

+. Well, alright, \$24,000.00. In other words do you feel

that's the best and highest utility for that property?

A. My frank opinion is the property isn't worth anymore than that, for anything else, and just who you find that would pay that for it for a single house, I don't know.

5. You don't believe a person would do it, do you?

A. I think some people would, yes. I wouldn't personally, but I think some people would. I have seen some peculiar things.

6. Wouldn't it be much easier to develop that property for a cheaper home than one expensive home?

A. I don't think under the present zoning restrictions it would, Mr. Duckett. In the first place you couldn't get in through a twelve foot right away and if you got the adjoining property, the owner agreed to ~~sell~~ the additional 38 feet, you would still have to come down through this narrow strip of land here to circumvent this piece which was cut out, and you would have to cut a very expensive road along the side of this hill here. and then in addition you have a very queer situation around here. you'd have a terrific time putting roads in here to divide this up, cost would absolutely prohibitive. The value divided up into lots, would not be worth the amount of money you would have to spend on the zoning regulations.

7. Well, what is it's highest utility?

A. I would say probably what it was previously used for. as farming, unless somebody wants to spend the money to clear it. To me it wouldn't be suitable even for farming or for development. Its just a piece of land in my opinion that somebody has very nearly spoiled by cutting this piece out and some of the Silver Sands piece out.

B. Well, it's still worth considerable money, you say.

A. Well, everything is worth something, if you can find the right person that would spend that much money for it, yes.

That is the very highest value that I think personally could be gotten out of it.

9. Well, you don't mean to say that you could run a profitable farm up there?

A. No, everybody that buys a piece of farmland doesn't run a profitable farm. In fact, most of them don't around here.

XOX If you could get the right way, and wanted to spend the money, it probably could be divided into lots and sold off for cheaper houses.

10. Do you feel you could readily sell this property for the value you placed on it?

A. No, I don't think it could be readily sold, except if it was sold at the court house door.

11. The only real reason you feel that it can not be properly divided into either six or nine parts is because of the inadequacy of the road. Is that correct?

A. Well, it's the general shape of the property. You've got a crazy looking piece of property that's sticking up here. you've got a chunk cut out of here, and you've got this very irregular piece here, and just this little bit of half way decent waterfront. This is a mud flat and this is a mud flat, and a marsh up here. How you would get a division of nine pieces in there I just don't know. I don't think three men in ten thousand that would agree on that. I wouldn't even attempt, if somebody paid me a thousand dollars to divide that piece into nine equal parts I would certainly turn down the commission, I wouldn't have the slightest idea how to go about it. You've got this great big piece cut out here, these shapp little funny pieces up here that have no use of any kind that I can see. I just don't know how you could do it. And this piece up here, you got this little piece of road front. the only way you could divide that would be to come in

here with an expensive road clear across here and then cut this off across this way, a cut very peculiar looking strings down there, two thousand feet wide and one hundred feet wide, and two thousand feet long which would be ridiculous from a light industrial stand point. This is more susceptible to the division than this, in my opinion.

12. Now let me see if I understand it. You think the only way to sell this is to some unusual person who might want it?

A. Well a person who would come in and buy a piece shaped like that and its location and with that particular right of way situation, I would say would be a little out of the ordinary. He would'nt be peculiar but he wouldnt be the average run^{of} the buyer that comes into the office for a piece of waterfront. Some man might possibly buy that and use that twelve foot right away and put himself up a house here, a tenant house here and a tenant house there, put his mother-in-law over in one corner.

Mr. Moore, Mr. Blondell and Mr. Gott waived cross-examination.

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*

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.

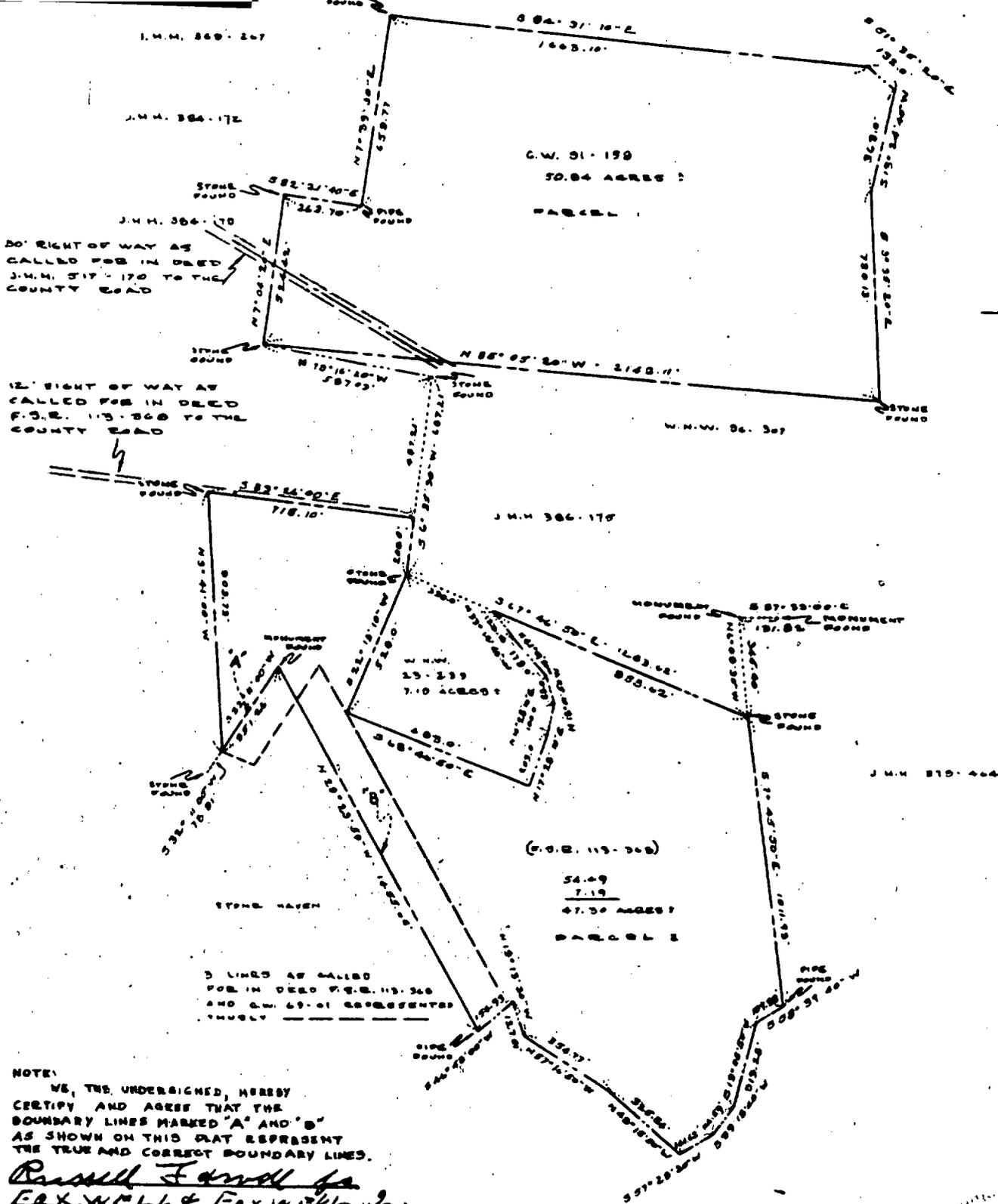
I hereby certify that the foregoing testimony was taken at the instance of the plaintiff. That I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony, that the testimony was taken in one day.

Witness my hand and seal this 11th day of June. 1957

John G. Rouse, Jr. Examiner (SEAL)
John G. Rouse, Jr. Examiner

J. R. \$10.00

S. M. \$26.00 *Pl*
6/11/57



NOTE:
WE, THE UNDERSIGNED, HEREBY
CERTIFY AND AGREE THAT THE
BOUNDARY LINES MARKED "A" AND "B"
AS SHOWN ON THIS PLAT REPRESENT
THE TRUE AND CORRECT BOUNDARY LINES.

Russell F. Ford
James D. Hicks
 WITNESSES

Jan. 31, 1952

PLAT SHOWING
 GUNTHER PROPERTY
 THIRD ELECTION DISTRICT
 ANNE ARUNDEL COUNTY, MARYLAND

JAMES D. HICKS
 REGISTERED SURVEYOR
 COUNTY SURVEYOR



MADE BY: CAH
 TRACED BY: CAH

SCALE: 1" = 500'
 DATE: DEC. 1951

Examiner's Exhibit No 4
Gunther v Gunther, Equity No 11753
John G. Rouse Jr. Examiner

Filed
1953 June 11.

ADOLF GUNTHER, et al	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
WILLIAM GUNTHER, et al	*	IN
Defendants	*	EQUITY NO. 11,753

D E C R E E

This cause standing ready for hearing and being submitted, the Bill, Answers and all other proceedings were by the Court read and considered. It is thereupon this 27th day of June, 1957, by the Circuit Court for Anne Arundel County, sitting in Equity,

ADJUDGED, ORDERED and DECREED, that the real estate mentioned in these proceedings be sold; that C. Maurice Weidemeyer, O. Bowie Duckett and Winston G. Gott, Jr. 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-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 then proceed to make the said sale, having first given at least three weeks previous notice inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper, of the time, place manner and terms of sale, which terms shall be as follows:

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Ten Per Cent (10%) of the purchase money to be paid in cash on the day of sale, the balance to be paid upon final ratification of such sale by this Court and bearing interest from the date of sale to date of settlement, or all cash on the date of sale at the option of the purchaser or purchasers, and if not sold at public sale on the day so advertised, the Trustees shall then proceed to make a sale or sales at either public or private sale to the best advantage and upon the terms above set forth.

AND as soon as may be convenient after any such sale or sales, 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 or sales annexed, and on the ratification of such sale or sales 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, acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the 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 or sales, and the bonds 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 Attorney's fee and commission 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.


J U D G E

KNOW ALL MEN BY THESE PRESENTS:

That we, C. Maurice Weidemeyer, O. Bowie Duckett and Winson G. Gott, Jr. and the Old Colony Insurance Company of Boston, Massachusetts, a body corporate, duly incorporated under the laws of the State of Massachusetts and 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 THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00), 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, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this tenth day of July in the year of our Lord one thousand nine hundred and fifty-seven.

WHEREAS, the above bounden C. Maurice Weidemeyer, O. Bowie Duckett and Winson G. Gott, Jr., by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, have been appointed trustees to sell property mentioned in the case of Equity No. 11,753 (Adolf Gunther, et al vs. William Gunther, et al), now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden C. Maurice Weidemeyer, O. Bowie Duckett and Winson G. Gott, Jr. 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 permises, 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

C. Maurice Weidemeyer (SEAL)
O. Bowie Duckett (SEAL)
Winson G. Gott, Jr. (SEAL)

Joan Marie Basil

OLD COLONY INSURANCE COMPANY OF BOSTON, MASSACHUSETTS

Attest:

Louis C. Lee

By Clarence A. Remaley
Clarence A. Remaley, Attorney-in-fact



Bond approved this
11th day of July, 1957

George T. Cromwell, Clerk

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ADOLF GUNTHER, ET AL * IN THE CIRCUIT COURT
VS. * FOR ANNE ARUNDEL COUNTY
WILLIAM GUNTHER, ET AL * IN EQUITY NO. 11,753

* * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Peter A. Castruccio and Sadie M. Castruccio, his wife, respectfully shows:

I

That they are parties to this case by intervention by Order of this Court, having heretofore purchased the shares of the real estate in this matter of four of the nine parties hereto, and a copy of the duly recorded deed was filed in these proceedings.

II

That C. Maurice Weidemeyer, Attorney, who filed these original partition proceedings, took testimony on June 5, 1957, before a Court Examiner, at which time two appraisers whom he had obtained, Louis J. DeAlba and Fred E. Volges, appraised the two parcels in toto as valued at \$29,088.00 and \$37,400.00, respectively; that subsequently by Decree of this Honorable Court dated the 27th day of June, 1957, C. Maurice Weidemeyer, O. Bowie Duckett, and Winson G. Gott, Jr. were appointed Trustees to sell the two parcels in these proceedings.

III

That by the advertisement of sale which was prepared by C. Maurice Weidemeyer, Attorney and one of the Trustees, the two parcels were to be sold individually and then as an entirety, which ever would bring the most, and a sentence was also inserted "The Trustees reserve the right to reject any and all bids."

IV

That on Tuesday, August 27, 1957, pursuant to the Order of

1957 AUG 29 AM 9:57
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this Court, a public sale of the two parcels in this case was held at the Court House Door, Annapolis, and after spirited bidding in every case between the representative of your petitioners and one Herbert L. Cohen the highest price of \$9,500.00 was bid by your petitioners for the first parcel, the highest price of \$10,000.00 by your petitioners for the second parcel, and the highest price of \$30,000.00 by your petitioners for the two parcels as an entirety.

At this point Mr. Weidemeyer after talking with the other bidder asked your petitioners if they would be interested in an undivided one-half interest in the property, and received a reply in the negative; the Trustees thereupon discussed the matter and decided to reject all bids.

V

That Mr. Weidemeyer advises that the Trustees are going to advertise the property again at public auction, since he feels the price should be higher; that his desire to obtain more for the Trust is commendable, but there is no assurance that this much will be bid again, and there will be the additional costs of advertising, etc. for another sale; moreover, this procedure could continue interminably if the sale is not absolute.

Also your petitioners respectfully submit that the Trustees responsible should bear the loss of the difference between this sale and the price realized in another, if the next sale be for a lower price, and also the additional expenses.

Wherefore your petitioners pray your Honors:

(1) That the advertisement for a sale of the properties contain no restrictions on an absolute sale, and that the next public sale of the properties be absolute.

(2) And for such other and further relief as his case may require.

ADOLF GUNTHER, ET AL	*	IN THE CIRCUIT COURT
vs.	*	FOR
WILLIAM GUNTHER, ET AL	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,753

ANSWER OF TRUSTEES TO PETITION AND RULE TO SHOW CAUSE

For Answer to the Petition of Peter A. Castruccio and Sadie M. Castruccio, his wife, and the Rule to Show Cause issued and therein, the Trustees herein, C. Maurice Weidemeyer/ O. Bowie Duckett ~~and~~ ~~Winston G. Cottrell~~ say as follows:

1. They admit the allegations of Paragraphs 1, 2 and 3.
2. In answer to Paragraph 4, these Trustees say that although numerous bids were made by Petitioners and one Herbert Cohen, that the bidding was far from being on a highly competitive basis inasmuch as the only competitive bidder, namely Herbert L. Cohen, affording any semblance of competition, stated to your Trustees, that he personally was afraid to bid what the property was worth because he was doubtful of his ability to raise sufficient cash by way of a mortgage on unimproved property to pay the purchase price in the event he was successful in being the highest bidder and that unless the Petitioners or someone else would be interested in taking an undivided one-half interest along with him, that he would have to quit bidding at around \$29,000.00, which price he considered extremely low and which he knew the Trustees would not accept.

3. Answering Paragrph 5, these trustees say that they can appreciate the fact that no doubt the Petitioners desire to buy

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the property at as cheap a price as they can, but on the other hand, the Trustees feel that it is their duty to continue trying to get what they consider a fair price for the property and also the Trustees feel that any sale made should be made after three things occur: (a) That there is evidence of sufficient interest by a number of interested persons actively bidding to create real competition and active bidding in the sale. (b) That the property is being sold for a fair price. (c) That the nature of the bidding and competitive interest in the sale be sufficient to convince them that the property is being sold for the best price obtainable at a public sale.

And further answering the Petition and Rule to Show Cause, these Trustees feel that this Court should not enter any order compelling them to accept the highest bid at the next sale because the entry of such an order, obviously, could place the Trustees in such a position where they might be required by Court Order to violate their duty as Trustees and sell the property at a give-away price, if that was the highest bid.

Furthermore, before being served with a copy of Petition, your Trustees had already advertised the property for a new sale to be held on September 26, 1957 and in the notice of sale, they have again provided that "the Trustees reserve the right to reject any and all bids". Your Trustees feel that this procedure is consistent with their duty to protect all concerned.

Wherefore, having fully answered, your Trustees pray:

1) That the Petition of Peter A. Castruccio and Sadie M. Castruccio be dismissed and the Rule to Show Cause be discharged.

2) For such other and further relief as to the Court may seem just and proper.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

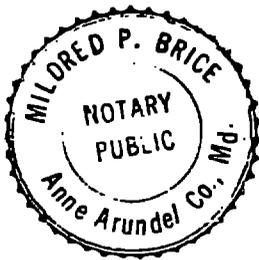
~~XXXXXXXXXXXXXXXXXXXX~~
O. Bowie Duckett
O. Bowie Duckett

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. Maurice Weidemeyer, ~~XXXXXXXXXXXXXXXXXXXX~~ and O. Bowie Duckett, being first duly sworn and on oath, depose and say that they have read the foregoing "Answer of Trustees to Petition and Rule to Show Cause", by them subscribed, and know the contents thereof and verily believe the same to be true.

Witness my hand and Notarial Seal this 17th day of September, 1957.



Mildred P. Brice
Mildred P. Brice - Notary Public

Certificate of Mailing

I hereby certify that on this 17th day of September, 1957, I mailed, postage pre-paid, a copy of the foregoing "Answer of Trustees to Petition and Rule to Show Cause" to William C. Rogers, Esquire and Herbert C. Moore, Esquire, Attorneys for Petitioners, at 113 E. Baltimore Street, Baltimore 2, Maryland.

C. Maurice Weidemeyer

ADOLF GUNTHER, et al : NO. 11,753 EQUITY
 : IN THE CIRCUIT COURT
vs. : FOR
WILLIAM GUNTHER, et al : ANNE ARUNDEL COUNTY

ANSWER TO PETITION

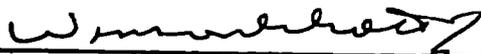
TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Winson G. Gott, Jr., Trustee, to the Petition filed herein by Peter A. Castruccio and Sadie M. Castruccio, his wife, and the Rule to Show Cause issued therein, respectfully states:

1. That he admits the allegations contained in Paragraphs 1, 2 and 3 of said Petition.
2. Answering the 4th Paragraph of said Petition, said Trustee admits that there was competitive bidding between Mr. and Mrs. Castruccio and Herbert L. Cohen, up to the final bid of \$30,000 and that said bid was rejected.
3. Answering the 5th Paragraph of said Petition, this Trustee states that the property will again be offered at public sale on September 26, 1957 and has been so advertised.

Further answering said Petition, the property being unimproved and unproductive, this Trustee does not believe that continued re-advertising and offering for sale will bring forth any higher bids on the present market for property of this kind and location and it would be to the best advantage of the present owners that the said property be sold at the sale on September 26th if a fair and reasonable bid is received for each tract, or for both tracts as an entirety, within the appraisal figures.

And, as in duty bound, etc.


Winson G. Gott, Jr., Trustee

Filed 24. Sept. 1957

9:52 a.m.

C. MAURICE WEIDEMEYER, Attorney
 236 Main Street
 Annapolis, Maryland

LIBER 111 PAGE 173

TRUSTEES' SALE

OF

Two Very Valuable Parcels Of Unimproved Land In Two Tracts

One tract containing 50.84 acres of land, more or less, zoned Light Industrial use, and the other tract containing 47.30 acres, more or less, with waterfrontage on Stony Creek, near Silver Sands and Stone Haven, Third Election District, Anne Arundel County, Maryland.

By virtue of a decree of the Circuit Court for Anne Arundel County passed in a cause entitled Adolf Gunther, et al. Plaintiffs vs. William Gunther, et al. Defendants, Equity No. 11,753 in said Court, the undersigned Trustees, will sell, at public auction, at the Court House Door, Annapolis, Maryland on

THURSDAY, SEPTEMBER 26th, 1957

AT 11 O'CLOCK A.M.

All those two tracts or parcels of land located in the Third Election District of Anne Arundel County near Silver Sands and of which Herman Gunther died seized and more particularly described as follows:

First Parcel:

Containing 50.84 acres of land, more or less, according to a survey made by James D. Hicks, County Surveyor in November, 1951, which is zoned Light Industrial.

With the right to use in common of a 30 foot right of way as called for in Liber J.H.H. No. 517, folio 170.

BEING the same parcel of ground which by deed dated February 9, 1912 was conveyed from William C. Crane and Emily E., his wife, to Herman Gunther and Mary, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 91, folio 159.

Second Parcel:

Containing 47.30 acres of land, more or less, according to a survey made by James D. Hicks, County Surveyor in November, 1951.

Having the use thereof in common of a 12 foot right of way as called for in Liber F.S.R. No. 113, folio 368, leading westerly to County Road.

BEING a part of that conveyance by deed dated July 30, 1932 from Paul R. Kach, Trustee to Herman Gunther and Marie, his wife, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 113, folio 368.

Manner and Terms of Sale: Each parcel will be offered separately and the bids reserved. They will then be offered as an entirety and then sold in the manner producing the largest amount. A deposit of 10% on each parcel will be required of the purchaser at the time of the sale if sold individually; or 10% of the purchase price if both parcels are sold as an entirety. The balance of the unpaid purchase moneys including 6% interest, to be paid in cash upon ratification of the sale by the Court. All adjustments to be made as of the date of sale. Conveyancing and costs of revenue stamps to be borne by purchaser. The Trustees reserve the right to reject any and all bids.

For further particulars, detailed description or plat apply to the undersigned Trustees.

C. MAURICE WEIDEMEYER
 WINSON G. GOTT, JR.
 O. BOWIE DUCKETT
 Trustees,
 Annapolis, Md.

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September 26, 1957

RECEIVED of Peter A. Castuccio and Addie M. Castuccio

the sum of \$ 3,555.⁰⁰ as a deposit on sale

of property advertised on the reverse side hereof, bid in by the

highest bidders Peter A. Castuccio and Addie M. Castuccio

at a total bid price of \$ 35,500.⁰⁰

Maurice Weidemyer
U. Brown Dushett
Wimmerer

Trustees

I, George Scible, Auctioneer, certify that on September 26, 1957 at 11 o'clock A. M., at the County Court House Door in Annapolis, Maryland, I offered at public sale, the property mentioned on the reverse side hereof and after spirited and competitive bidding, I sold the two parcels of land to Peter A. Castuccio and Addie M. Castuccio at and for the sum of \$ 35,500.⁰⁰, they being the highest bidders thereof and I further certify that in my opinion, the property was sold for the highest price obtainable.

George Scible
George Scible -- Auctioneer

ADOLF GUNTHER, et al	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
Vs:	*	ANNE ARUNDEL COUNTY
WILLIAM GUNTHER, et al	*	IN
Defendants	*	EQUITY NO. 11,753
	*	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of C. Maurice Weidmeyer, O. Bowie Duckett and Winson G. Gott, Jr., Trustees 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 their trust, as required by said Decree and after giving notice of the time, place and manner and terms of the sale by advertisement in a newspaper published in Anne Arundel County, and by handbills circulated in said County, said advertisement being for more than three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House door in the City of Annapolis, on Thursday, September 26, 1957 at 11:00 o'clock a.m., the time and place so advertised, and then and there proceeded to sell said real estate to Peter A. Castruccio and Sadie M. Castruccio, his wife, the highest bid received being for the property offered as an entirety and described as follows:

First Parcel: Containing 50.84 acres of land, more or less, according to a survey made by James D. Hicks, County Surveyor in November 1951, which is zoned Light Industrial.

With the right to use in common of a 30 foot right of way as called for in Liber J.H.H. No. 517, folio 170.

Being the same parcel of ground which by deed dated February 9, 1912, was conveyed from William C. Crane and Emily E., his wife, to Herman Gunther and Mary, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 91, folio 159.

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Second Parcel: Containing 47.30 acres of land, more or less, according to a survey made by James D. Hicks, County Surveyor, in November 1951.

Having the use thereof in common of a 12 foot right of way as called for in Liber F.S.R. No. 113, folio 368, leading westerly to County Road.

Being a part of that conveyance by deed dated July 30, 1932 from Paul R. Kach, Trustee to Herman Gunther and Marie, his wife, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 113, folio 368.

And your said Trustees file herewith as exhibits, the Auctioneer's Certificate and agreement of purchasers marked Exhibit One and Two, respectively, with report of sale.

The price of Thirty-Five Thousand, Five Hundred Dollars obtained for said property is fair and reasonable, and the ratification of the said sale as made is recommended.

C. Maurice Weidemyer
C. Maurice Weidemyer

O. Bowie Duckett
O. Bowie Duckett

Winson G. Gott, Jr.
Winson G. Gott, Jr.

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of October, 1957, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Maurice Weidemyer, O. Bowie Duckett, and Winson G. Gott, Jr., Trustees, and they made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of their knowledge and belief, and that the sale was fairly made and for the highest price which they were able to obtain therefor.

As witness my hand and Notarial Seal:



Mildred P. Brice
Notary Public

ORDER NISI

LIBER 111 PAGE 177

ADOLF GUNTHER, et al

IN THE

CIRCUIT COURT

versus

FOR

WILLIAM GUNTHER, et al

ANNE ARUNDEL COUNTY

No. 11,753 Equity

Ordered, this 5 day of October, 19 57, That the sale of the Property in these proceedings mentioned made and reported by C. Maurice Weidemeyer, O. Bowie Duckett and Winson G. Gott, Jr., Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11 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 11 day of November next.

The report states that the amount of sales ^{was} ~~was~~ \$35,500.00

George T. Cromwell Clerk

True Copy,

TEST: Clerk

(Final Order)

Filed 5th Oct., 1957, at 11:23 A.M.

ADOLF GUNTHER, et al

IN THE

CIRCUIT COURT

versus

FOR

WILLIAM GUNTHER, et al

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of November, 19 57, 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 he shall produce vouchers for the Auditor.

Benjamin Michaelson JUDGE

FILED

1957 NOV 14 PM 3:49

95

ADOLF GUNTHER, et al
 Plaintiffs : IN THE CIRCUIT COURT
 vs. : FOR
 : ANNE ARUNDEL COUNTY
 WILLIAM GUNTHER, et al : IN
 Defendants : EQUITY NO. 11,753

PETITION TO AMEND
REPORT OF SALE

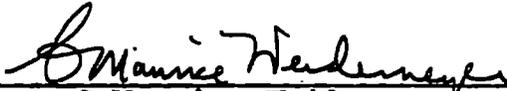
TO THE HONORABLE, THE JUDGES OF SAID COURT:

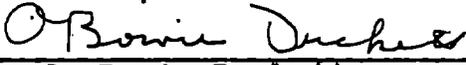
The Petition of C. Maurice Weidemeyer, O. Bowie Duckett and Winson G. Gott, Jr., Trustees, respectfully represents:

That in their Report of Sale filed in this Court on October 5th, 1957, they inadvertently omitted therefrom the names of the purchasers, Peter A. Castruccio and Sadie M. Castruccio, his wife, although said names did appear in the Exhibits filed with said Report of Sale.

Wherefore your Petitioners pray that they be allowed to amend the Report of Sale by inserting the names of the aforesaid purchasers by interlineation.

And, as in duty bound, etc.


 C. Maurice Weidemeyer


 O. Bowie Duckett


 Winson G. Gott, Jr.
 Trustees

ORDER OF COURT

Upon the foregoing Petition it is this 30th day of October 1957, by the Circuit Court for Anne Arundel County, ORDERED and DECREED that C. Maurice Weidemeyer, O. Bowie Duckett and Winson G. Gott, Jr., Trustees, be, and they are hereby, authorized to amend the Report of Sale to include therein the names of the purchasers, Peter A. Castruccio and Sadie M. Castruccio, his wife, by interlineation.

FILED
 1957 OCT 30 AM 10:20

FILED
 1957 OCT 30 PM 1:47

AND it is further ORDERED and DECREED that this Order shall be effective nunc pro tunc as of October 5, 1957.

Benjamin Michaelson
Judge

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. 11,753 Equity
ADOLF GUNTHER, et al

vs.

WILLIAM GUNTHER, et al
Ordered this 5th day of October, 1957. That the sale of the property in these proceedings mentioned, made and reported by C. Maurice Weidemeyer, O. Bowie Duckett and Winson G. Gott, Jr., Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of November next.

The report states that the amount of sale was \$35,500.00.

GEORGE T. CROMWELL,
Clerk.

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

O-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11.753

Adolf Gunther, et al
was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 11th

day of November, 1957. The first

insertion being made the 10th day of

October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 NOV -4 PM 3:07

J. Tilghman

No. M. C. 14426

98

In the Case of

Adolf Gunther, also known as

Otto Gunther, et al

vs.

William Gunther,

et al

In the

Circuit Court

For

Anne Arundel County

No. 11,753 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.

[Dotted lines for text entry]

August 4, 1958

All of which is respectfully submitted.

James K. Fehling
Auditor

1958 AUG -8 01 2:3

99

Dr. Adolf Gunther, also known as Otto Gunther, et al vs. William Gunther, et al

in ac.

To Trustees for Commissions, viz:	995	43	995	43
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	156	00		
Jos. W. Alton, Jr. - Sheriff's costs	5	80		
Gilbert G. Miller - Sheriff's costs	2	00		
John G. Rouse, Jr. - Examiner's fee	10	00		
Shirley M. Miller - Stenographer's fee	26	00		
Auditor - stating this account and three copies	63	00	282	80
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising first sale	131	24		
Capital-Gazette Press - advertising second sale	43	14		
Capital-Gazette Press - order nisi (sale)	8	00		
The A.S. Abell Co. - advertising first sale	37	80		
The A.S. Abell Co. - advertising second sale	39	20		
Speer Publications, Inc. - handbills for first sale	32	89		
Speet Publications, Inc. - handbills for second sale	15	56		
Old Colony Insurance Co. of Boston - 1957 premium on bond	140	00		
Old Colony Insurance Co. of Boston - 1958 premium on bond (to 9/10/58)	23	33		
George W. Scible - auctioneer's fees for both sales	150	00		
L. J. DeAlba - appraisal and testimony	50	00		
Fred E. Voges - appraisal and testimony	50	00		
Clerk of Court - certified copies of deeds	10	50		
Earl Thompson, Sheriff of Ontario County - service on Mildred M. Pillar	1	50		
Earl Thompson - notarial certificates on Sheriff's returns	2	00		
Certified mail	1	00		
Mildred P. Brice - notary fees	2	00		
C. Maurice Weidemeyer - fee for legal services rendered (Order of 7/25/58)	500	00	1,238	16
To Trustees for Claims Filed, viz:				
Abram C. Joseph, Executor of Josephine Calvert Gunther, widow - claims allowed in stipulation filed 6/16/58, viz:				
Funeral expenses	1,183	90		
James D. Hicks - cost of survey and plat	850	00		
State and County taxes for years 1951 through 1956	237	50		
Advertising property for sale	63	71		
Orphans Court costs and direct inheritance tax	38	14		
Appraisers' fees	50	00		
Premium on administratrix' bond	30	00		
Notice to creditors	8	00	2,461	25
Adolf Gunther - 1957 State and County taxes paid by him	333	54	333	54

100

BALANCE FOR DISTRIBUTION - \$30,547.50

LIBER 111 PAGE 183

Distributed to the children and only heirs at law of Herman Gunther, and their grantees, as follows:

(1) To Peter A. Castruccio and Sadie M. Castruccio, his wife, grantees of the interests of Herman Gunther, Jr., son, Edna G. Schaffer Marshall, daughter, Walter C. Gunther, son, and Margaret Johnson, daughter - four-ninths	13,576	65		
(2) To Adolf Gunther (also known as Otto Gunther), son - one-ninth	3,394	17		
(3) To Molly Tribull, daughter - one-ninth	3,394	17		
(4) To Elizabeth Wilson, daughter - one-ninth	3,394	17		
(5) To William Gunther, son - one-ninth	3,394	17		
(6) To Mildred M. Pillar, daughter - one-ninth	3,394	17	30,547	50
			35,858	68

ORDER NISI

LEFFER 111 PAGE 185

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Adolf Gunther (also known as
Otto Gunther), et al

VERSUS

William Gunther,
et al

No. 11,753

Equity.

ORDERED, This August 11, 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 September 11, 1958, 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 September 11, 1958, next.

In the Circuit Court for Anne Arundel County

upon consent of the parties interested

ORDERED BY THE COURT, this 11th day of August, 1958, that the foregoing 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 M. Jackson
Judge*

1958 AUG 11 PM 12:24

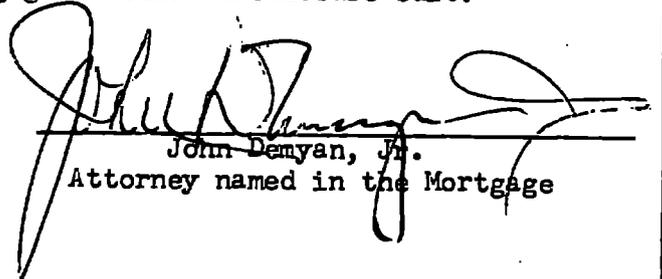
102

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
J. DEWEY BEATTY and	*	ANNE ARUNDEL COUNTY
DOLORES JOAN BEATTY, his wife	*	NO. <u>12,589</u> 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

1958 MAR 26 PM 1:57

No. 12,589 Equity

This Mortgage, Made this *24th* day of September, 1954.

by and between J. Dewey Beatty and Dolores Joan Beatty, his wife - - - - -



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 -16- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of \$ 1,600.00 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 that lot of ground, situate, lying and being in Elvaton Acres, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 79, Elvaton Acres, as shown on the Plat of said Elvaton Acres, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 15; now Plat Book 18 folio 28.

BEING ALSO the same property which the said Mortgagors acquired from Charles L. Pumphrey and Edna G. Pumphrey, his wife, et al, by deed dated December 19, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 604, folio 572.

FILED

1958 MAR 26 PM 1:58

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.

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 \$ 8.00 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 \$ 8.00 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 General Laws of Maryland.

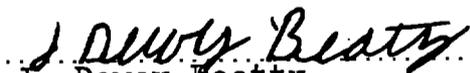
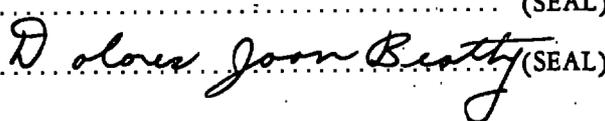
AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting 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 \$ 1,600.00 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

 (SEAL)
J. Dewey Beatty (SEAL)
Dolores Joan Beatty (SEAL)
 (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 24th day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared J. Dewey Beatty and Dolores Joan Beatty, his wife - - - - - 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 foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.



Fred W. Kuethe
Fred W. Kuethe Notary Public.

Recorded- 28 Sept., 1954, at 9 A.M.

Mortgage

FROM
J. DEWEY BEATTY and
DOLORES JOAN BEATTY,
his wife

TO THE
GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3700

*Received for Record 28 Day
of Sept. 1954 at 9 A.M.
and the same day recorded in Liber
J. H. H., No. 867 fol. 22, Land
Records of Anne Arundel County.*

JOHN H. HOPKINS, 2nd Clerk

LAW OFFICE
JOHN DEMYAN, JR.
ANNAPOLIS — 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	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
J. DEWEY BEATTY and	*	ANNE ARUNDEL COUNTY
DOLCRES JOAN BEATTY, his wife	*	NO. <u>12,589</u> EQUITY

STATEMENT OF CLAIM

Advanced to Mortgage Loan		\$ 1,600.00
Interest from the 30th day of September, 1957, to the 31st day of March, 1958.	\$ 48.00	
Late fines from the 31st day of October, 1957, to the 31st day of March, 1958.	<u>16.00</u>	
		<u>64.00</u>
		\$ 1,664.00
Dues paid to date		<u>61.07</u>
Total amount due under mortgage		\$ 1,602.93

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, A body corporate

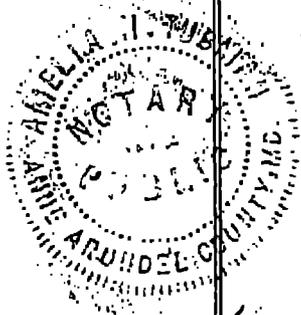
By Fred W. Kuethe
Fred W. Kuethe - Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 21st day of March, 1958,
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 foregoing Statement of Claim or Account is true and correct as
shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman
Notary Public
AMELIA H. TUBMAN



FILED

1958 MAR 26 PM 1:58

6

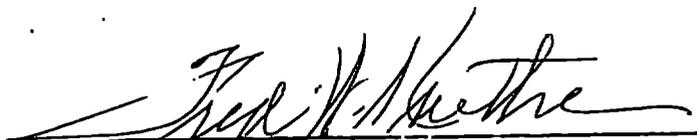
IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
VS.	*	
J. DEWEY BEATTY and	*	ANNE ARUNDEL COUNTY
DOLORES JOAN BEATTY, his wife	*	NO. <u>12,589</u> EQUITY
	*	

Military Affidavit

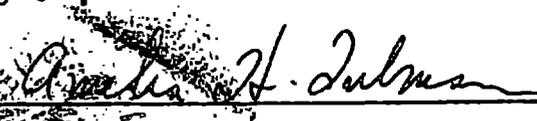
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY That, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Fred. W. Kuethe, Secretary of The Glen Burnie Savings and Loan Association of Anne Arundel County 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,


 Fred. W. Kuethe - Secretary
 Affiant

Subscribed and sworn to before me
 this 18th day of November,
 19 57.


 AMELIA P. TURMAN
 Notary Public

FILED
 1958 MAR 26 PM 1:58

IN THE CIRCUIT COURT

OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 111 PAGE 193

No. 12,589 Equity

LIBER 9 PAGE 285

BOND OF Attorney

To SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr.,
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 Two Thousand Five Hundred and 00/100 - - - - - Dollars (\$ 2,500.00), 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 14th day of April , in the year of our Lord, nineteen hundred and fifty eight.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from J. Dewey Beatty & Dolores Joan Beatty, wife to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate bearing date the 24th day of September , 19 54 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 867 Folio 52 andx

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

John Demyan, Jr. (SEAL)
John Demyan, Jr.

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Howard J. McNamara*
Howard J. McNamara
Attorney in fact.

FILED

1958 APR 15 AM 11:50

Betty Marshall
Bond approved this 15 day of April 1958.
George T. Cromwell Clerk



JOHN DEMYAN, JR.
ATTORNEY AT LAW
16 CRAIN HIGHWAY, S.W.
GLEN BURNIE, MARYL

Mortgage Sale
OF
VALUABLE FEE
SIMPLE PROPERTY

Lot No. 79, Elvaton Acres, as shown on the Plat of said Elvaton Acres, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 15; now Plat Book 18, folio 28.

Property located at Elvaton Acres, Third Election District of Anne Arundel County, State of Maryland.

Under and by virtue of the power of sale and authority contained in a Mortgage from J. Dewey Beatty and Dolores Joan Beatty, his wife, dated September 24th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 867, folio 52, (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises on Severn Road, at Elvaton Acres, Maryland, on

Wed., April 16, 1958
at 11:15 o'clock A. M.

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

BEING known and designated as Lot No. 79, Elvaton Acres, as shown on the Plat of said Elvaton Acres, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-1, Plat 15; now Plat Book 18, folio 28.

BEING also the same property which the said Mortgagors acquired from Charles L. Pumphrey and Edna G. Pumphrey, his wife, et al, by Deed dated December 19, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 804, folio 572.

IMPROVEMENTS: F r a m e Bungalow.

TERMS OF SALE: A cash deposit of \$300.00 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 per cent 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.

George Scible
Auctioneer

John Demyan, Jr.
Attorney named in Mortgage
A-10

LIBER 111 PAGE 194 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 15, 1958

We hereby certify, that the annexed

Mortgage Sale

J. Dewey Beatty

was published in

12 58

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 2

successive weeks before the 16th

day of April, 1958. The first

insertion being made the 3rd day of

April, 1958

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 APR 16 BY 10:42

Tilghman

JOHN DEMYAN, JR.
ATTORNEY AT LAW
16 CRAIN HIGHWAY, S
GLEN BURNIE, MARYL.

Mortgage Sale
OF
VALUABLE FEE
SIMPLE PROPERTY

Lot No. 79, Elvaton Acres, as shown on the Plat of said Elvaton Acres, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 15; now Plat Book 18, folio 28.

Property located at Elvaton Acres, Third Election District of Anne Arundel County, State of Maryland.

Under and by virtue of the power of sale and authority contained in a Mortgage from J. Dewey Beatty and Dolores Joan Beatty, his wife, dated September 24th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 867, folio 52, (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises on Severn Road, at Elvaton Acres, Maryland, on

Wed., April 16, 1958
at 11:15 o'clock A. M.

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

BEING known and designated as Lot No. 79, Elvaton Acres, as shown on the Plat of said Elvaton Acres, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-1, Plat 15; now Plat Book 18, folio 28.

BEING also the same property which the said Mortgagors acquired from Charles L. Pumphrey and Edna G. Pumphrey, his wife, et al, by Deed dated December 19, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 604, folio 572.

IMPROVEMENTS: F r a m e Bungalow.

TERMS OF SALE: A cash deposit of \$300.00 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 per cent 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.

George Scible
Auctioneer

John Demyan, Jr.
Attorney named in Mortgage

LIBER 111 PAGE 195 OFFICE 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

Mortgage Sale

J. Dewey Beatty

was published in 12,589 Equity

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 1

successive ~~weeks~~ ^{Time} before the 16th

day of April, 1958. The first

insertion being made the 27th day of

March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By J. Demyan, Jr.
1958 APR 16 AM 10:42

10

JOHN DEMYAN, JR.
Attorney At Law
16 CRAIN HIGHWAY, S.W.
GLEN BURNIE, MARYLAND

LIBER 111 PAGE 196

Mortgage Sale

of

VALUABLE FEE SIMPLE PROPERTY

Lot No. 79, Elvaton Acres, as shown on the Plat of said Elvaton Acres, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 15; now Plat Book 18, folio 28.

Property located at Elvaton Acres, Third Election District of Anne Arundel County, State of Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from J. Dewey Beatty and Dolores Joan Beatty, his wife, dated September 24th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 867, folio 52, (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises on Severn Road, at Elvaton Acres, Maryland, on

WEDNESDAY, APRIL 16, 1958 at 11:15 o'clock A. M.

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

BEING known and designated as Lot No. 79, Elvaton Acres, as shown on the Plat of said Elvaton Acres, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-1, Plat 15; now Plat Book 18, folio 28.

BEING also the same property which the said Mortgagors acquired from Charles L. Pumphrey and Edna G. Pumphrey, his wife, et al, by Deed dated December 19, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 604, folio 572.

IMPROVEMENTS: Frame Bungalow.

TERMS OF SALE: A cash deposit of \$300.00 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 per cent 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.

GEORGE SCIBLE
Auctioneer

JOHN DEMYAN, JR.
Attorney named in the Mortgage

FILED

1958 APR 23 AM 10:26

PURCHASER'S AGREEMENT

LIBER 111 PAGE 197

April 16th, 1958

F.W.Kueth, Secretary-Treasurer of Glen Burnie Savings & Loan Association of Anne Arundel County, a body

~~corporate~~ hereby certify, that it have purchased the property as advertised on the reverse side of this hand bill; and that we agree to comply with the terms of sale. The sale price for said property is \$ 1,500.00.

WITNESS:

George Scible
George Scible - Auctioneer

GLEN BURNIE SAVINGS & LOAN ASS'N
OF ANNE ARUNDEL COUNTY, a body
corporate

By *Fred W. Kueth*
Purchaser's name.
F.W.Kueth, Sec.-Treas. Agent

1 Greenway, S.E. Glen Burnie, Md.
Address

Southfield 6-4656

Telephone No. _____

FILED

1958 APR 23 AM 10:26

IN THE MATTER OF THE * IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF * FOR
J. DEWEY BEATTY and * ANNE ARUNDEL COUNTY
DOLORES JOAN BEATTY, his wife * NO. 12,589 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 J. Dewey Beatty and Dolores Joan Beatty, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated September 24th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 867, folio 52; 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, on the premises on Severn Road, at Elvaton Acres, Maryland; on WEDNESDAY, April 16th, 1958 at 11:15 o'clock A.M., and then and there sold the said property to GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland - - - - -

at and for the sum of -FIFTEEN HUNDRED (\$1,500.00)- - - - - - Dollars, /it being at that figure the highest bidder therefore, said property being the following:

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

BEING known and designated as Lot No. 79, Elvaton Acres, as shown on the Plat of said Elvaton Acres, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 15; now Plat Book 18, folio 28.

FILED

1958 APR 23 AM 10:26

13

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 \$ 300.00 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.

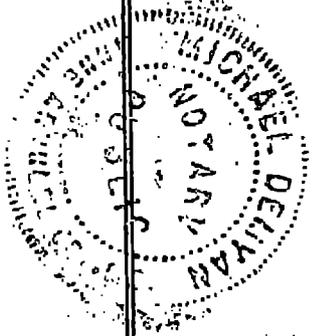
Respectfully submitted

John Demyan, Jr.
John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of April, 19 58, 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 the Mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.



Michael Demyan
Michael Demyan
Notary Public

In The Matter of The
Mortgaged Real Estate of
J. Dewey Beatty and
Dolores Joan Beatty, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 12,589 Equity

Ordered, this 23 day of April, 19 58, That the sale of the
Property in these proceedings mentioned
made and reported by John Demyan, Jr. Attorney Named in Mortgage

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~~ ^{was} \$ 1,500.00

George T. Cromwell Clerk.

True Copy,
FILED 1958 APR 23 AM 10:26

TEST: Clerk.

(Final Order)

In The Matter of The
Mortgaged Real Estate of
J. Dewey Beatty and
Dolores Joan Beatty, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of June, 1958, that the sale made and reported by the ~~Attorney~~ ^{Attorney} aforesaid, he and the same ~~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~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew H. Lane
Judge

FILED

1958 JUN -5 PM 1:54

15

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. 12,589 Equity

In The Matter of The
Mortgaged Real Estate of
J. DEWEY BEATTY and
DOLORES JOAN BEATTY, his
wife

Ordered, this 23 day of April,
1958. That the sale of the Property
in these proceedings mentioned
made and reported by John Dem-
yan, Jr., Attorney Named in Mort-
gage. BE RATIFIED AND CON-
FIRMED, 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 Coun-
ty, once in each of three suc-
cessive weeks before the 2nd day
of June next.

The report states that the
amount of sale was \$1,500.00.
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 Sale
Eq 12, 5-89

J. Dewey Beatty
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.

FILED

No. M. C. 1967

1958 JUN -4 PM 12:32

16

Dr.

in ac.

In the Matter of the Mortgaged Real Estate of J. Dewey Beatty and Dolores Joan Beatty, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	76	84	126	84
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	34	68		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S. Fidelity & Guaranty Co.-bond premium	10	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps		83		
One-half State documentary stamps		82		
Amelia H. Tubman - notary fees	1	50	86	83
To Attorney for Taxes, viz:				
1957 State and County taxes	44	47		
1958 State and County taxes (\$56.62) - adjusted - 3 months 16 days	7	36	51	83
To Glen Burnie Savings and Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	1,192	80	1,192	80
			1,509	80
Amount of mortgage claim filed	1,602	93		
Interest on \$1,600.00 from 3/31/58 to 4/16/58 - 16 days		4 27		
	1,607	20		
Cr. Amount allowed above	1,192	80		
Balance subject to decree in personam	414	40		

with

John Demyan, Jr., Attorney named in Mortgage ^{Cr.}

1958	Apr. 16 Proceeds of Sale Interest on deferred payment of \$1,200.00 from 4/16/58 to 6/5/58	1,500	00		
		9	80		1,509 80
				1,509	80

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

1958 JUL 10 AM 9:16

In the Matter of the Mortgaged
Real Estate of
VERSUS
J. Dewey Beatty
and
Dolores Joan Beatty, his wife

No. 12,589 Equity.

ORDERED, This 10th 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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of August, 1958, that the foregoing 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 ~~Trust~~ ^{Trust} apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED Matthew L. Evans
1958 AUG 19 PM 3:40 Judge

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. 12,589 Equity In the Matter of the Mortgaged Real Estate of J. DEWEY BEATTY and DOLORES JOAN BEATTY, his wife

Ordered, this 10th 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-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1958

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 12589

J. Dewey Beatty

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.

FILED

No. M. G. 2735

1958 AUG -5 PM 3:19

Morris Tate

24

WILLIAM C. ROGERS, Attorney *
Named in Mortgage *
VS *
BOBBIE PULLEN and *
DOROTHY V. PULLEN, his wife *

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

12341 Equity
17-132

* * * * *

MR. CLERK:

Please docket Suit in the above entitled case
and file Petitioner's Exhibit "A".

[Signature]
WILLIAM C. ROGERS, Attorney
Named in Mortgage

[Signature]
Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Plaintiff

FILED

1957 SEP 26 PM 2:28

VA Form 4-6318 (Home Loan).
Aug. 1953. Use optional. Ser-
vicemen's Readjustment Act
(38 U. S. O. A. 694 (a)). Ac-
ceptable to RFC Mortgage Co.

LIBER 111 PAGE 208
LIBER 856 PAGE 401

12,341 Equity
MARYLAND

PETITIONER'S EXHIBIT "A"

MORTGAGE

THIS MORTGAGE, made this 19th day of August, A. D. 1954, by and between BOBBIE PULLEN and DOROTHY V. PULLEN, his wife,-----

of Anne Arundel County----- in the State of Maryland, hereinafter called the Mortgagor, and ROWILL TITLE HOLDING CORPORATION-a body corporate, duly incorporated under the Laws of the State of Maryland-----
~~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 NINE THOUSAND NINE HUNDRED NINETY----- Dollars (\$ 9,990.00), 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 ROWILL TITLE HOLDING CORPORATION-----, in Baltimore City, in the State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor; in monthly installments of FIFTY DOLLARS AND SIXTY-TWO CENTS----- Dollars (\$ 50.62), commencing on the first day of September - - 1954, 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 August - - - - - , 1984. 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. 2 as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954, in Plat Cabinet No. 4 Rod G-8 Plat No. 7. Situate on Harmony Avenue.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by HILDA E. MILLER, unmarried, to BOBBIE PULLEN and DOROTHY V. PULLEN, his wife, the within Mortgagors.

FILED

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, appliances, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, yachts, and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now and 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

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 \$84.00, payable half-yearly on the 19th - - , days of February - - -, and August - - - - , in each and every year.

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

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

LIBER 111 PAGE 210

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

WILLIAM C. ROGERS, 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 ONE HUNDRED 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:

Gertrude Lyons McNeil
GERTRUDE LYONS MCNEIL

Bobbie Pullen
BOBBIE PULLEN (SEAL)

Dorothy V. Pullen
DOROTHY V. PULLEN (SEAL)

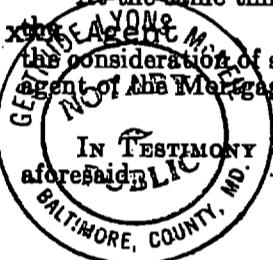
(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 19th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore personally appeared BOBBIE PULLEN and DOROTHY V. PULLEN, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared HERBERT E. MUSE 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.

Recorded - 23rd-Aug.-1954-at-Baltimore Gertrude Lyons McNeil Notary Public.
12:30-P.M.

My commission expires May 2nd, 1955.

FOR VALUE RECEIVED, We, ROWILL TITLE HOLDING CORPORATION hereby assign, the within Mortgage, unto VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION.

WITNESS the corporate seal of ROWILL TITLE HOLDING CORPORATION and the signature of E. TAYLOR BODEN, Vice-President, duly authorized and attested, this 19th day of August, 1954.

ROWILL TITLE HOLDING CORPORATION

BY: *E. Taylor Boden*
Vice-President

WITNESS:

Gertrude Lyons McNeil

E. TAYLOR BODEN

GERTRUDE LYONS MCNEIL

Recorded - 23rd-Aug.-1954-at-12:30-P.M.

Mortgage

FROM
BOBBIE PULLEN and
DOROTHY V. PULLEN, his wife

TO

ROWILL TITLE HOLDING CORPORATION.
Short Assignment to VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION.

Index in Charles
Received for Record of 23 Aug 1954, at 12:30 o'clock
Same day recorded in Liber JK 401
No. 856 Folio 401
one of the Land Records of State of Maryland

examined per

JOHN H. HOPKINS, JR.

Cost of Record, \$ 57.00

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
Received for Record of 23 Aug 1954, at 12:30 o'clock
Same day recorded in Liber JK 401
No. 856 Folio 401
one of the Land Records of State of Maryland
Records of Anne Arundel County.
JOHN H. HOPKINS, JR. Clerk

FILE NO. 26569
WRITTEN BY MBP
FORM APPROVED [Signature]
READY FOR RECORD [Signature]

STATE OF MARYLAND

WILLIAM C. ROGERS, Attorney * IN THE
 Named in Mortgage * CIRCUIT COURT
 VS * FOR
 BOBBIE PULLEN and * ANNE ARUNDEL COUNTY
 DOROTHY V. PULLEN, his wife * *No. 12,341 Equity*

* * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Vermont Federal Savings and Loan Association under the Mortgage from Bobbie Pullen and Dorothy V. Pullen, his wife to Rowill Title Holding Corporation, dated August 19, 1954 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 856, folio 401. (Short Assignment to Vermont Federal Savings and Loan Association by Rowill Title Holding Corporation, dated August 19, 1954 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 856, folio 404.)

October 28, 1957

Bobbie Pullen and wife
 Lot 2, Plat of Belvedere Heights, Sec. 2
 Anne Arundel County, Maryland

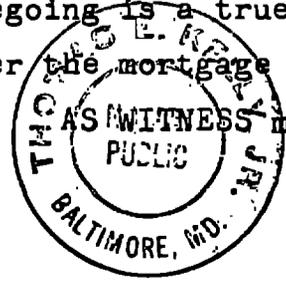
Original Amount of Loan	\$9,990.00
Interest	1,401.91
Property Taxes	374.03
Ground rents	252.00
Fire Insurance	105.64
Sanitation charges	57.52
Locking up property, etc.	23.00
	<u>\$12,204.10</u>
Less payments	2,146.61
BALANCE DUE BY MORTGAGORS	<u>\$10,057.49</u>

William M. Dee
 WILLIAM M. DEE, Secretary of
 VERMONT FEDERAL SAVINGS AND LOAN
 ASSOCIATION

William C. Rogers
 WILLIAM C. ROGERS, Attorney
 Named in Mortgage

STATE OF MARYLAND)
) To Wit:
 CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 28th day of October, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and William M. Dee, Secretary of Vermont Federal Savings and Loan Association, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.



AS WITNESS my hand and Notarial Seal.
FILED
Thomas E. Kelly, Jr.
 1957 NOV -1 AM 10:00 THOMAS E. KELLY, JR. Notary Public

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

No. 12,341 Equity

Know All Men by These Presents:

That we William C. Rogers

113 E. Baltimore Street, Baltimore 2, Maryland - - - as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of -----
---TEN THOUSAND TWO HUNDRED (\$10,200.00)-----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 29th

day of October in the year nineteen hundred and fifty-seven.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Bobbie Pullen and Dorothy V. Pullen, his wife, to Rowill Title Holding Corporation, a body corporate bearing date the 19th day of August nineteen hundred and fifty-four and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 856, Folio 401, and on the same day the mortgage was by short assignment transferred unto Vermont Federal Savings and Loan Association, a body corporate, and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 856, Folio 404; and William C. Rogers - - - is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden -----

William C. Rogers

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

Signed, Sealed and Delivered
in the presence of

Herbert C. Moore
Attest: Herbert C. Moore

G. Lee Burgess
G. Lee Burgess, Assistant Secretary

Bond approved this 12th day of November, 1957

George T. Cromwell, Clerk

William C. Rogers (Seal)
William C. Rogers (Seal)

----- (Seal)

UNITED STATES CASUALTY COMPANY
By: *J.F. Eberman*
J. F. Eberman, Vice President
1957 NOV -1 AM 10:00

WINSON G. GOTT, JR., ATTORNEY
Lee Building, Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

SITUATE AT BELVEDERE HEIGHTS,
3RD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Bobbie Pullen and Dorothy V. Pullen, his wife, to Rowill Title Holding Corporation, dated August 19, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 856, folio 401, which Mortgage was assigned by Short Assignment dated August 19, 1954 to Vermont Federal Savings and Loan Association, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland on

SATURDAY, NOVEMBER 2nd, 1957

AT 11:30 A.M.

All that lot of ground and improvements thereon, in the 3rd Election District, known and designated as Lot No. 2 as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954, in Plat Cabinet No. 4, Rod G-8, Plat No. 7. Situate on Harmony Avenue. Being the same lot which by Deed of Assignment dated August 19, 1954 and recorded in J.H.H. No. 856, folio 399 was granted and conveyed by Hilda E. Miller, unmarried to said Bobbie Pullen and wife.

Subject to an annual ground rent of \$84 payable half-yearly on the 19th days of February and August. Subject also to pole line agreement recorded in Liber W.M.B. No. 136, folio 469, and subject to the legal operation and effect of any other agreements and restrictions of record.

IMPROVEMENTS: Improved by a one and one-half story dwelling with 4 rooms and bath; oil heat.

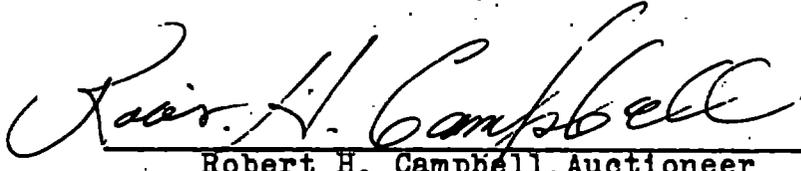
TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS

Attorney Named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore, Maryland

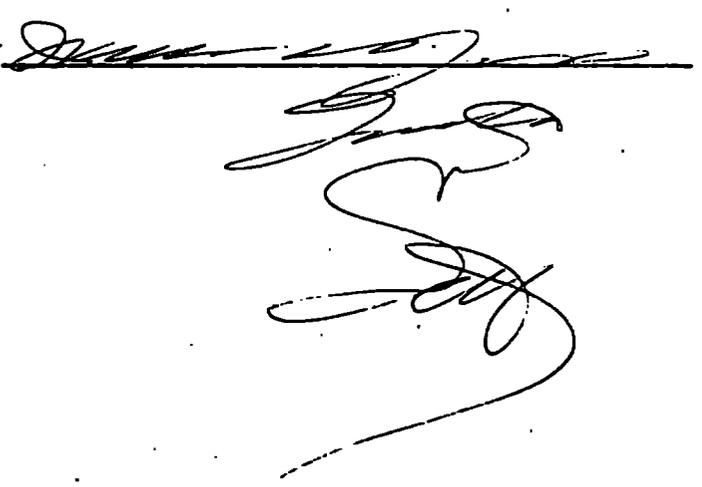
No. 12,341
Equally

I hereby certify that I have this 2nd day of November, 1957, sold the within described property to Vermont Federal Savings and Loan Association at and for the sum of Eight Thousand, Five Hundred Dollars (\$8,500.00) - - - - - it being at that figure the highest bidder therefor, and I further certify that said sale was fairly made.


Robert H. Campbell, Auctioneer

I hereby certify that Vermont Federal Savings and Loan Association has on the 2nd day of November, 1957, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Eight Thousand, Five Hundred Dollars (\$8,500.00) - - - - - and hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

By 

FILED

1957 NOV -5 PM 12:07

10

WINSON G. GOTT, JR., Atty.
Lee Building, Annapolis, Maryland

**Attorney's
Sale
OF VALUABLE
LEASEHOLD
PROPERTY**

Situate at Belvedere Heights, 3rd
Election District, Anne Arundel
County

Under and by virtue of a power
of sale contained in a Mortgage
from Bobbie Pullen and Dorothy
V. Pullen, his wife, to Rowill Title
Holding Corporation, dated August
19, 1954 and recorded among the
Land Records of Anne Arundel
County in Liber J.H.H. No. 856,
folio 401, which Mortgage was as-
signed by Short Assignment dated
August 19, 1954 to Vermont Fed-
eral Savings and Loan Associa-
tion, default having occurred
thereunder, the undersigned, as
Attorney named in said Mortgage,
will offer for sale at public auc-
tion, at the Court House Door,
Church Circle, Annapolis, Mary-
land on

**Saturday, Nov. 2, 1957
At 11:30 A.M.**

All that lot of ground and im-
provements thereon, in the 3rd
Election District, known and de-
signated as Lot No. 2 as shown on
the Plat of Belvedere Heights,
Section 2, which Plat was record-
ed among the Land Records of
Anne Arundel County on April 1,
1954, in Plat Cabinet No. 4, Rod
G-8, Plat No. 7. Situate on Har-
mony Avenue. Being the same lot
which by Deed of Assignment
dated August 19, 1954 and recorded
in J.H.H. No. 856, folio 399 was
granted and conveyed by Hilda
E. Miller, unmarried to said Bob-
bie Pullen and wife.

Subject to an annual ground rent
of \$84 payable half-yearly on the
19th days of February and August.
Subject also to pole line agree-
ment recorded in Liber W.M.B.
No. 136, folio 469, and subject to
the legal operation and effect of
any other agreements and re-
strictions of record.

IMPROVEMENTS: Improved by
a one and one-half story dwelling
with 4 rooms and bath; oil heat.

TERMS OF SALE: Cash. A de-
posit of \$500 will be required of
the purchaser at the time of sale;
balance to be paid in cash upon
final ratification of the sale by
the Circuit Court for Anne Arun-
del County; 6% interest to be
paid upon unpaid purchase money
from date of sale to date of
settlement. Taxes and all other
public charges to be adjusted to
day of sale.

WILLIAM C. ROGERS
Attorney Named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore, Maryland
ROBERT H. CAMPBELL
Auctioneer

0-31

LIBER 111 PAGE 217

WILLIAM C. ROGERS, Attorney *

IN THE

Named in Mortgage *

CIRCUIT COURT

VS *

FOR

BOBBIE PULLEN and *

ANNE ARUNDEL COUNTY

DOROTHY V. PULLEN, his wife *

No. 12, 341 Equity

* * * * *

REPORT OF SALE

TO THE HONORABLE

THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney Named
in Mortgage to make sale of property known as Lot #2 - Harmony
Avenue, Plat of Belvedere Heights, Anne Arundel County, Maryland,
in the proceedings in said cause mentioned, respectfully shows
that after giving bond with security for the faithful discharge
of his trust, as prescribed by law, which was duly approved, and
having given notice of the time, place, manner and terms of sale,
by advertisements inserted in the Maryland Gazette, a newspaper
published in Anne Arundel County, for more than three successive
weeks preceding the day of said sale, said Attorney named in
Mortgage, William C. Rogers, did pursuant to said notice on
Saturday, November 2, 1957 at 11:30 A.M., attend at the Court
House Door, and then and there sold at public auction for the
highest amount bid the leasehold property mentioned and described
in the attached advertisement of sale, which is prayed to be taken
as part of this Report; unto Vermont Federal Savings and Loan
Association at and for the price of \$8,500.00.

William C. Rogers
WILLIAM C. ROGERS, Attorney Named
in Mortgage

STATE OF MARYLAND)
CITY OF BALTIMORE)

To Wit:

I HEREBY CERTIFY that on this 4th day of November, 1957,
before me, a subscriber, a Notary Public of the State of Maryland,
in and for the City of Baltimore aforesaid, personally appeared
William C. Rogers, Attorney Named in Mortgage, and made oath that
the facts stated in the foregoing Report of Sale are true, as
therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



Thomas E. Kelly, Jr.
THOMAS E. KELLY, JR. Notary Public

FILED

1957 NOV -5 PM 12:06

ORDER NISI

LIBER 111 PAGE 218

WILLIAM C. ROGERS, Attorney Named
in Mortgage

versus

BOBBIE PULLEN and
DOROTHY V. PULLEN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,341 Equity

Ordered, this 5 day of November, 19 57, That the sale of the
Property in these proceedings mentioned
made and reported by William C. Rogers, Attorney Named in Mortgage,
~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th
day of December 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 December next.

was

The report states that the amount of sales ~~was~~ \$ 8,500.00

FILED 1957 Nov. 5 PM 12:06

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney Named
in Mortgage

versus

BOBBIE PULLEN and
DOROTHY V. PULLEN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of December, 1957
that the sale made and reported by the ~~Trustee~~ ^{Attorney} aforesaid, be and the same ~~Trustee~~ ^{Attorney} hereby ~~Trustee~~ ^{Attorney} 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 pro-
duce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED

1957 DEC 18 AM 11:41

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. 12,341 Equity

WILLIAM C. ROGERS, Attorney Named in Mortgage versus

BOBBIE PULLEN and DOROTHY V. PULLEN, his wife Ordered, this 5th day of November, 1957, That the sale of the Property in these proceedings mentioned, made and reported by William C. Rogers, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of December 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 December next.

The report states that the amount of sale was \$8,500.00. GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk D-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 7, 1957

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,341

Bobbie Pullen

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 December, 1957. The first

insertion being made the 14th day of

November, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. C. 12,341-20-AM 11:43

13

In the Case of

William C. Rogers,
Attorney named in Mortgage
VS.
Bobbie Pullen
and
Dorothy V. Pullen, his wife

In the
Circuit Court

For
Anne Arundel County
No. 12,341 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.

[Large section of horizontal dotted lines for text entry]

January 17, 1958

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

FILED

1958 JAN 23 AM 9:20

14

Dr.

William C. Rogers, Attorney named in Mortgage
and Dorothy V. Pullen, his wife

vs. Bobbie Pullen ^{in ac.}

To Attorney for Fee, viz:	100 00	
To Attorney for Commissions, viz:	286 92	386 92
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	48 76	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - handbills	13 79	
U.S. Casualty Co. - bond premium	40 80	
Robert H. Campbell - auctioneer's fee	25 00	
One-half Federal documentary stamps	4 68	
One-half State documentary stamps	4 67	
Thomas E. Kelly, Jr. - notary fees	1 50	153 20
To Attorney for Ground Rent, viz:		
Semi-annual ground rent of \$42.00 due 2/19/58 - 2 mos. 13 days	16 99	16 99
To Vermont Federal Savings & Loan Ass'n, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	7,975 37	7,975 37
		8,583 98
Amount of mortgage claim filed	10,057 49	
Cr. Amount allowed above	7,975 37	
Balance subject to decree in personam	2,082 12	

with

William C. Rogers, Attorney named in Mortgage

Cr.

1957				
Nov.	2	Proceeds of Sale	8,500	00
		Interest on deferred payment of \$8,000.00 - 1 month 18 days	64	00
		Refund 1957 State and County taxes- 1 month 28 days	19	98
				8,564 00
				19 98
				8,583 98

ORDER NISI

LIBER 111 PAGE 223

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

William C. Rogers,

Attorney named in Mortgage

VERSUS

Bobbie Pullen

and

Dorothy V. Pullen, his wife

No. 12,341

Equity.

1958 JAN 23 AM 9:20

FILED

ORDERED, This 23 day of January, 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 3 day of March ~~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 3 day of ~~February~~ March next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of March, 1958, that the foregoing 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 ~~same~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin M. Nichols, Jr. Judge

FILED

1958 MAR -7 AM 10:01

~~Judge~~

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

William C. Rogers,
Attorney named in Mortgage
VERSUS
Bobbie Pullen and
Dorothy V. Pullen, his wife

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,341 Equity

Ordered, this 23 day of January
1958. That the Report and Ac-
count of the Auditor, filed this
day in the above entitled cause,
BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
be shown on or before the 3
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
3 day of March, next.
GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
F-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 4, 1958

We hereby certify, that the annexed -----

Order Nisi No. 12,341

Auditor Account

Bobbie Pullen

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 3rd

day of March, 1958. The first

insertion being made the 30th day of

January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By H. Tilghman

1958 MAR -5 PM 12:26

No. M. C. 311

18

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
ERNEST A. FOWLER, JR.,	*	ANNE ARUNDEL COUNTY
and JOSEPHINE FOWLER, his wife	*	<i>12,342 Equity</i>
		<i>17-132</i>
* * * * *		

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A".

[Signature]
 WILLIAM C. ROGERS, Attorney
 Named in Mortgage

[Signature]
 Winson G. Gott, Jr., Lee Bldg., Annapolis
 Attorney for Plaintiff

FILED

1957 SEP 26 PM 2:28

5940

LIBER 111 no 226

PETITIONER'S EXHIBIT "A"

MORTGAGE

THIS MORTGAGE, made this 26th day of August, A. D. 19 54, by and between ERNEST A. FOWLER, JR., and JOSEPHINE FOWLER, his wife,-----

of Anne Arundel County-----, in the State of Maryland, hereinafter called the Mortgagor, and ROWILL TITLE HOLDING CORPORATION, a body corporate, duly incorporated under the Laws of the State of Maryland-----
~~a corporation organized and existing under the laws of the~~
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 NINE THOUSAND NINE HUNDRED AND NINETY-----Dollars (\$9,990.00---), 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 ROWILL TITLE HOLDING CORPORATION-----, in Baltimore City, in the State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY DOLLARS AND SIXTY-TWO CENTS-----Dollars (\$ 50.62-----), commencing on the first day of September, 19 54, 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 August - - - - , 1954. 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. 9 as shown on the Plat of Belvedere Heights, Section 2 which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954 in Plat Cabinet No. 4 Rod G-8 Plat No. 7. Situate at the corner of Harmony Avenue and Broadwater Road.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by HILDA E. MILLER, Unmarried, to ERNEST A. FOWLER, JR., and JOSEPHINE FOWLER, his wife, the within Mortgagors.

FILED

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

1957 SEP 26 PM 3:40

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 rent of \$90.00 payable half-yearly on the 26th - - - day of February and August- - - 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.

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 William C. Rogers-----, 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 One Hundred 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:

E. Taylor Boden
E. TAYLOR BODEN

Ernest A. Fowler Jr.
ERNEST A. FOWLER, JR.

Josephine Fowler
JOSEPHINE FOWLER

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE

to wit:

LIBER 859 PAGE 379

I HEREBY CERTIFY, That on this *26th* day of *August*, 19 *54*, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ERNEST A. FOWLER, JR., and JOSEPHINE FOWLER, his wife, ----- the above named Mortgagors, and they acknowledged the foregoing mortgage to be their ----- act.

At the same time also personally appeared HERBERT E. MUSE -----, 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.

Recorded-2nd-Sept-1954-at-9:30-A.M.
My commission expires May 2nd, 1955.

E. TAYLOR BODEN

FOR VALUE RECEIVED, We, ROWILL TITLE HOLDING CORPORATION, hereby assign the within Mortgage unto VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION.

WITNESS the corporate seal of ROWILL TITLE HOLDING CORPORATION and the signature of STANLEY L. HOLMES, --- Vice-President, authorized and attested this *26th* day of *August*, 19 *54*.

ROWILL TITLE HOLDING CORPORATION

BY: *Stanley L. Holmes*
Vice-President

STANLEY L. HOLMES

Recorded-2nd-Sept-1954-at-9:30-A.M.

WITNESS:

Herbert E. Muse
HERBERT E. MUSE

FILE NO. *26622*
WRITTEN BY *O.A.*
FORM APPROVED *JMA*
READY FOR RECORD *they*

STATE OF MARYLAND

Mortgage

FROM

ERNEST A. FOWLER, JR. and
JOSEPHINE FOWLER, his wife

TO

ROWILL TITLE HOLDING CORPORATION

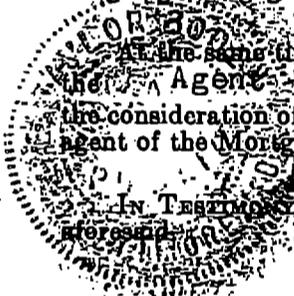
Short Assignment to VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record
10:45 at
Same day recorded in Liber
No. *379* Folio
one of the Land and Records of *A.A.C.*

Cost of Record, \$

Received for Record
1954 at
and the same day recorded in Liber
J. H. A. No. 59 fol. 279, Bind
Records of Anne Arundel County.

John H. Hopkins
Clark



WILLIAM C. ROGERS, Attorney *
Named in Mortgage *
VS *
ERNEST A. FOWLER, JR. *
and JOSEPHINE FOWLER, his wife *

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 12,342

* * * * *

STATE OF MARYLAND)
CITY OF BALTIMORE) To Wit:

On this ~~28th~~ ^{October} day of ~~September~~, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Ernest A. Fowler, Jr., and Josephine Fowler, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Ernest A. Fowler, Jr., and Josephine Fowler, his wife, are not now in the military service of the United States.

[Signature]
WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

Thomas E. Kelly, Jr.

THOMAS E. KELLY, JR. Notary Public



FILED
1957 NOV -1 AM 10:01

6

WILLIAM C. ROGERS, Attorney * IN THE
 Named in Mortgage * CIRCUIT COURT
 VS * FOR
 ERNEST A. FOWLER, JR., and * ANNE ARUNDEL COUNTY
 JOSEPHINE FOWLER, his wife * No. 12, 342

* * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from Ernest A. Fowler, Jr., and Josephine Fowler, his wife to Rowill Title Holding Corporation, dated August 26, 1954 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 859, folio 375. (Short assignment to Vermont Federal Savings and Loan Association by Rowill Title Holding Corporation, dated August 26, 1954 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 859, folio 378.)

October 28, 1957

Ernest A. Fowler, Jr. & wife
 Lot 9, Plat of Belvedere Heights, Sec. 2
 Anne Arundel County, Maryland

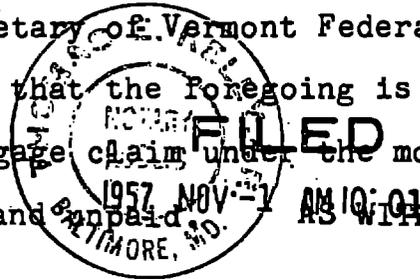
Amount of Loan	\$9,990.00
Interest	1,395.66
Ground rents paid	270.00
Taxes paid (1955--1957)	382.45
Fire Insurance paid	105.64
Sanitation charge paid	26.64
	<u>\$12,170.39</u>
Less payments	1,826.29
BALANCE DUE BY MORTGAGORS	<u>\$10,344.10</u>

William M. Dee
 WILLIAM M. DEE, Secretary of
 VERMONT FEDERAL SAVINGS AND LOAN
 ASSOCIATION

William C. Rogers
 WILLIAM C. ROGERS, Attorney
 Named in Mortgage

STATE OF MARYLAND) To Wit:
 CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 28th day of October, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and William M. Dee, Secretary of Vermont Federal Savings and Loan Association, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.



Thomas E. Kelly
 THOMAS E. KELLY, Notary Public

UNITED STATES CASUALTY COMPANY

LIBER 111 PAGE 232

60 JOHN STREET, NEW YORK

No. 12,342 Equity

Know All Men by These Presents:

That we.....William C. Rogers.....

..... 113 E. Baltimore Street, Baltimore 2, Maryland - - -

..... as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of.....
-----TEN THOUSAND FIVE HUNDRED (\$10,500.00)----- 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.....29th.....

day of...October.....in the year nineteen hundred and...fifty-seven.....

Whereas, the above bounden William C. Rogers.....

..... by virtue of the power contained in a Mortgage from Ernest A. Fowler, Jr. and Josephine Fowler, his wife, to Rowill Title Holding Corporation, a body corporate bearing date the.....26th..... day of...August..... nineteen hundred and fifty-four..... and recorded among the Land..... Records of Anne Arundel..... County, in Liber JHH..... No. 859..... Folio 375....., and on the same day the mortgage was by short assignment transferred unto Vermont Federal Savings and Loan Association, a body corporate, and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 859, Folio 378; and William C. Rogers - - - is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden.....

..... William C. Rogers.....

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

Signed, Sealed and Delivered
in the presence of

Herbert C. Moore
Attest: Herbert C. Moore

G. Lee Burgess
G. Lee Burgess, Assistant Secretary

Bond approved this 1st day of November, 1957
George T. Cromwell, Clerk

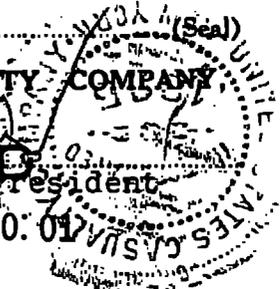
William C. Rogers..... (Seal)
William C. Rogers..... (Seal)

..... (Seal)

UNITED STATES CASUALTY COMPANY..... (Seal)

By *J.F. Bierman*, Vice President

1957 NOV -1 AM 10:01



WINSON G. GOTT, JR. Attorney
Lee Building, Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

SITUATE AT BELVEDERE HEIGHTS,
3RD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Ernest A. Fowler, Jr. and Josephine Fowler, his wife, to Rowill Title Holding Corporation, dated August 26, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 859, folio 375, which Mortgage was assigned by Short Assignment dated August 26, 1954 to Vermont Federal Savings and Loan Association, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland on

SATURDAY, NOVEMBER 2nd, 1957

AT 11:15 A.M.

All that lot of ground and improvements thereon, in the 3rd Election District, known and designated as Lot No. 9 as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954 in Plat Cabinet No. 4, Rod G-8, Plat No. 7. Situate at the corner of Harmony Avenue and Broadwater Road. Being the same lot which by Deed of Assignment dated August 26, 1954 and recorded in J.H.H. No. 859, folio 373, was granted and conveyed by Hilda E. Miller, unmarried, to said Ernest A. Fowler, Jr. and wife.

Subject to an annual ground rent of \$90 payable half-yearly on the 26th days of February and August. Subject also to pole line agreement recorded in Liber W.M.B. No. 136, folio 469, and subject to the legal operation and effect of any other agreements and restrictions of record.

IMPROVEMENTS: Improved by a one and one-half story dwelling with 4 rooms and bath; oil heat.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney Named in Mortgage
113 E. Baltimore Street,
Baltimore, Maryland

No. 12,342 Equity

I hereby certify that I have this 2nd day of November, 1957, sold the within described property to Vermont Federal Savings and Loan Association at and for the sum of Eight Thousand, Five Hundred Dollars (\$8,500.00).
----- it being at that figure the highest bidder therefor, and I further certify that said sale was fairly made.

Robert H. Campbell
Robert H. Campbell, Auctioneer

I hereby certify that Vermont Federal Savings and Loan Association has on the 2nd day of November, 1957, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Eight Thousand, Five Hundred Dollars (\$8,500.00) ----- and hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

VERMONT FEDERAL SAVINGS & LOAN ASSOCIATION

By *[Signature]*
[Signature]
[Signature]

FILED

1957 NOV -5 PM 12:06

WINSON G. GOTT, R., Atty.
Lee Building, Annapolis, Maryland

**Attorney's
Sale
OF VALUABLE
LEASEHOLD
PROPERTY**

Situate at Belvedere Heights, 3rd
Election District, Anne Arundel
County

Under and by virtue of a power
of sale contained in a Mortgage
from Ernest A. Fowler, Jr. and
Josephine Fowler, his wife, to
Rowell Title Holding Corporation,
dated August 26, 1954 and record-
ed among the Land Records of
Anne Arundel County in Liber
J.H.H. No. 859, folio 375, which
Mortgage was assigned by Short
Assignment dated August 26, 1954

Vermont Federal Savings and
Loan Association, default having
occurred thereunder, the under-
signed, as Attorney named in said
Mortgage, will offer for sale at
public auction, at the Court House
Door, Church Circle, Annapolis,
Maryland on

**Saturday, Nov. 2, 1957
At 11:15 A.M.**

All that lot of ground and im-
provements thereon, in the 3rd
Election District, known and de-
signed as Lot No. 9 as shown on
the Plat of Belvedere Heights, Sec-
tion 2, which Plat was recorded
among the Land Records of Anne
Arundel County on April 1, 1954
in Plat Cabinet No. 4, Rod
#8, Plat No. 7. Situate at the
corner of Harmony Avenue and
Broadwater Road. Being the same
lot which by Deed of Assignment
dated August 26, 1954 and recorded
J.H.H. No. 859, folio 373, was

granted and conveyed by Hilda
E. Miller, unmarried, to said
Ernest A. Fowler, Jr. and wife.

Subject to an annual ground rent
of \$90 payable half-yearly on the
26th days of February and August.
Subject also to pole line agree-
ment recorded in Liber W.M.B.
No. 136, folio 469, and subject to
legal operation and effect of
other agreements and re-
strictions of record.

IMPROVEMENTS: Improved by
one and one-half story dwelling
with 4 rooms and bath; oil heat.

TERMS OF SALE: Cash. A de-
posit of \$500 will be required of
the purchaser at the time of sale;
balance to be paid in cash upon
final ratification of the sale by
Circuit Court for Anne Arun-
del County; 6% interest to be paid
upon unpaid purchase money from
date of sale to date of settlement.
Taxes and all other public charges
to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney Named in Mortgage
113 E. Baltimore Street
Baltimore, Maryland

ROBERT H. CAMPBELL
Auctioneer

WILLIAM C. ROGERS, Attorney *

Named in Mortgage *

VS *

ERNEST A. FOWLER, JR., and *

JOSEPHINE FOWLER, his wife *

* * * * *

REPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney Named
in Mortgage to make sale of property known as Lot #9 - Harmony
Avenue, Plat of Belvedere Heights, Anne Arundel County, Maryland,
in the proceedings in said cause mentioned, respectfully shows
that after giving bond with security for the faithful discharge
of his trust, as prescribed by law, which was duly approved, and
having given notice of the time, place, manner and terms of sale,
by advertisements inserted in the Maryland Gazette, a newspaper
published in Anne Arundel County, for more than three successive
weeks preceding the day of said sale, said Attorney Named in
Mortgage, William C. Rogers, did pursuant to said notice on
Saturday, November 2, 1957 at 11:15 A.M., attend at the Court
House Door, and then and there sold at public auction for the
highest amount bid the leasehold property mentioned and described
in the attached advertisement of sale, which is prayed to be taken
as part of this Report, unto Vermont Federal Savings and Loan
Association at and for the price of \$8,500.00.

William C. Rogers
WILLIAM C. ROGERS, Attorney Named
in Mortgage

STATE OF MARYLAND)
CITY OF BALTIMORE) To Wit:

I HEREBY CERTIFY that on this 4th day of November, 1957,
before me, a subscriber, a Notary Public of the State of Maryland,
in and for the City of Baltimore aforesaid, personally appeared
William C. Rogers, Attorney Named in Mortgage, and made oath that
the facts stated in the foregoing Report of Sale are true, as
therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



Thomas E. Kelly, Jr.
THOMAS E. KELLY, JR. Notary Public

FILED

1957 NOV -5 PM 12:06

//

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. 12,342 Equity

WILLIAM C. ROGERS, Attorney Named in Mortgage versus

ERNEST A. FOWLER, JR., and JOSEPHINE FOWLER, his wife Ordered, this 5th day of November, 1957, That the sale of the Property in these proceedings mentioned, made and reported by William C. Rogers, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of December 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 December next.

The report states that the amount of sale was \$8,500.00.

GEORGE T. CROMWELL, Clerk True Copy, TEST:

GEORGE T. CROMWELL, Clerk D-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., *December 9* 1957

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,342

Ernest A. Fowler, 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 *16th*

day of *December* 1957. The first

insertion being made the *14th* day of

November 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By *A. Tilghman*

FILED

No. M. G. 15 1957 DEC-10 AM 11:43

In the Case of

William C. Rogers,

Attorney named in Mortgage

VS.

Ernest A. Fowler, Jr.,

and

Josephine Fowler, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,342

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 17, 1958

All of which is respectfully submitted.

Laura R. J. [Signature]
Auditor.

FILED

1958 JAN 23 AM 9:20

Dr.

in ac.

William C. Rogers, Attorney named in Mortgage vs.
Ernest A. Fowler, Jr., and Josephine Fowler, his wife

To Attorney for Fee, viz:	100 00	
To Attorney for Commissions, viz:	286 92	386 92
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	48 76	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - handbills	17 29	
U.S. Casualty Co. - bond premium	42 00	
Robert H. Campbell - auctioneer's fee	25 00	
One-half Federal documentary stamps	4 68	
One-half State documentary stamps	4 67	
Thomas E. Kelly, Jr. - notary fees	1 50	157 90
To Attorney for Ground Rent, viz:		
Semi-annual ground rent of \$45.00 due 2/26/58 - 2 months 6 days	16 50	16 50
To Vermont Federal Savings & Loan Ass'n, Assignee of the mortgage filed in these proceedings, - this balance on account mortgage claim	7,972 48	7,972 48
		8,585 30
Amount of mortgage claim filed	10,344 10	
Cr. Amount allowed above	7,972 48	
Balance subject to decree in personam	2,371 62	

ORDER NISI

William C. Rogers,
Attorney named in Mortgage
VERSUS
Ernest A. Fowler, Jr.,
and
Josephine Fowler, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,342 Equity.

1958 JAN 23 AM 9:20
FILED

ORDERED, This 23 day of January, 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 3 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 3 day of March next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of March, 1958, that the foregoing 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 ~~same~~ ^{proceeds} apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 MAR -7 AM 10:04

Benjamin M. ...
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

William C. Rogers,
Attorney named in Mortgage
versus
Ernest A. Fowler, Jr. and
Josephine Fowler, his wife

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,342 Equity

Ordered, this 23 day of January, 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 3 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 3 day of March next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
F-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 4, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,342
Auditor account.

Ernest A. Fowler, 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 3rd

day of March, 1958. The first

insertion being made the 30th day of

January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By

H. Tilghman

1958 MAR -5 PM 12:26

No. M. C. 310

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF LOUIS M. BARATTINI	*	FOR
AND MARY P. BARATTINI, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 12,153 EQUITY

* * * * *

MR. CLERK:

Please docket this case and file the original Mortgage, Statement of Mortgage Debt and Military Affidavit.

Samuel M. Ivrey, atty.

Samuel M. Ivrey, Attorney
 114 - Gloucester Street
 Annapolis, Maryland

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1957 MAY 15 AM 11:46

LIBER 111 PAGE 244

LIBER 907 PAGE 31

no. 12,153
Equity

SECOND PURCHASE MONEY

THIS MORTGAGE, Made this 8th day of February

in the year nineteen hundred and Fifty-five

by and between LOUIS BARATTINI,

M.

and MARY BARATTINI, his wife

Mortgagors of the Anne Arundel County

in the State of Maryland, of the first part, and

JOHN J. McKENNA and MARY R. McKENNA, his wife

, Mortgagees, of the second part:

Whereas, the said MORTGAGORS are justly indebted unto the said MORTGAGEES in the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00), being the balance due for the purchase price of the property hereinafter described, as evidence of which indebtedness the said MORTGAGORS have passed to the said MORTGAGEES their promissory note for said sum, of even date herewith, interest alone payable during first six months ~~Dollars each, the said monthly payments to be applied first to the payment of interest~~ at the rate of six per centum per annum, ~~and the balance of said payments to be applied on the principal of said indebtedness;~~ and, Mortgage shall be due and payable in full six months from date hereof and Mortgagors to have right to prepay this Mortgage or to increase the monthly payments at any time without incurring any penalty and,

WHEREAS, it has been agreed by and between the said parties that this Mortgage should be executed for the purpose of securing the payment of the said Note, together with any and all renewals thereof or substitutes therefor at the times limited for the same.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said MORTGAGORS

do grant and convey unto the said MORTGAGEES

their heirs and assigns,

in fee simple, all that lot or parcel of ground situate and lying in the Second Election District, Anne Arundel County aforesaid, and described as follows, to wit:—Beginning for

BEGINNING FOR THE SAME at a point on the South side of Barry Avenue, the said point and place of beginning is distant South 34 degrees 15 minutes East 50 feet from an iron pipe heretofore set at the point of intersection formed by the North side of said Barry Avenue and the West side of Cushing Avenue, thence running from the beginning point so fixed and along the South side of the said mentioned Barry Avenue North 55 degrees 45 minutes East 100 feet to an iron pipe now set, thence leaving the said Barry Avenue and running with the division line between Lot No. 5, adjoining hereto on the East and the lot now being described South 34 degrees 15 minutes East 252.65 feet to another iron pipe now set on the North side of Bay Drive, thence leaving the above mentioned division line and running along the North side of said Bay Drive, South 56 degrees 31 minutes West 100.04 feet to another iron pipe now set, thence leaving the said Bay Drive and running with the division line between Lot No. 3, adjoining hereto on the West and the lot now being described North 34 degrees 15 minutes West 251.02 to the place of beginning. Being Lot No. 4, in Block 10, as shown on the Plat of "Bay Ridge" filed in Plat Book WNW No. 3, folio 13 (old filing system) new filing system Cabinet 1, Rod J, Plat 13, but now in Plat Book 3, folio 44. The above described lot is according to a survey and plat by J. Revell Carr, October 1940.

BEING the same property which was conveyed to John J. McKenna and Mary R. McKenna, his wife, by deed from Fannie I. Leese, Widow, et al, dated May 15, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 640, folio 467.

FILED

1957 MAY 15 AM 11:46

AND BEING the same property which was conveyed to the within named Mortgagors, Louis Barattini, and Mary Barattini, his wife, by deed from John J. McKenna and Mary R. McKenna, his wife, of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

THIS CONVEYANCE BEING SUBJECT, however, to the legal operation and effect of a Mortgage on the above described property from the said Mortgagors, Louis Barattini, and Mary Barattini, his wife, to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees. heirs and assigns, forever. SUBJECT, however, to restrictions and pole right of way of record.

Provided, that if the said Mortgagors.,

their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of \$15,000.00 dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assign or Samuel M. Ivrey y authorized Attorney or Agent

of the said Mortgagees, their personal representatives, or assigns, under any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland; or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of \$50.00 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 Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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 and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, their personal representatives or assigns, or Samuel M. Ivrey their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least \$15,000.00 dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hands and seal of the said Mortgagors.

TEST:

Samuel M. Ivrey
Samuel M. Ivrey; as to both

Louis M. Barattini [SEAL]
Louis Barattini, Sr.

Mary P. Barattini [SEAL]
Mary Barattini

_____ [SEAL]

LIBER 907 PAGE 34

State of Maryland, Anne Arundel County, ss:
I Hereby Certify, that on this 8th day of February in the year one thousand nine hundred and Fifty-five before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LOUIS BARATTINI, and MARY BARATTINI, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared JOHN J. MCKENNA and MARY R. MCKENNA,



Samuel M. Ivrey
Samuel M. Ivrey; Notary Public

Recorded-3rd-March-1955-at-9-A.M.

MORTGAGE

FROM

M.
Louis/Barattini and

P.
Mary/Barattini, his wife

TO

John J. McKenna and

Mary R. McKenna, his wife

89 Bay Drive,
BLOCK NO. Bay Ridge, A.A. Co.
Md.

Received for Record *7/12/55*, 19 *55*,
at *9* o'clock *A*.M. Same day recorded
in Liber *8717* No. *907* Folio *31* &c.,
Land Records of *A.A.Co.*

and examined per

JOHN H. HOPKINS, JR., Clerk.

Cost of Record, \$ *5.50* *PD.*

SAMUEL M. IVREY
Attorney At Law
Gloucester and Green Streets
Annapolis, Maryland

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF LOUIS M. BARATTINI	*	FOR
AND MARY P. BARATTINI, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 10.12.153 EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of John J. McKenna and Mary R. McKenna, his wife, under a Mortgage to the said John J. McKenna and Mary R. McKenna from LOUIS M. BARATTINI and MARY P. BARATTINI, his wife, dated the 8th day of February, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH 907, folio 31, said Mortgage being in default.

Balance due upon principal	\$14,500.00
Interest to 6/10/57	725.00
	<u>\$15,225.00</u>

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 13th day of May, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John J. McKenna and Mary R. McKenna, his wife, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on their Mortgage claim described herein, and that they have not received any security or any satisfaction therefore other than the Deed of Mortgage in said statement mentioned.

WITNESS my Hand and Notarial Seal.

Samuel M. Ivrey
 Samuel M. Ivrey, Notary Public

Commission Expires: May 4, 1959



LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1957 MAY 15 AM 11:47

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

LIBER 111 PAGE 249
IN THE

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF LOUIS M. BARATTINI
AND MARY P. BARATTINI, HIS WIFE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

EQUITY NO.

~~BOOK~~ 12,153 ~~PG.~~

Military Affidavit

COUNTY OF ANNE ARUNDEL

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, To WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
COUNTY
and for said ~~City~~, personally appeared Samuel M. Ivrey, Attorney for John J. McKenna and Mary R. McKenna, his wife,

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 or-
dered to report for military service.

Samuel W. Ivrey, atty.
Affiant.

Subscribed and sworn to before me
this 13th day of May 1957.

Clarence G. General
Notary Public



FILED
1957 MAY 15 11:45

GLOBE



EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY
BOND

12,153 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, 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 Eighteen Thousand Dollars (\$18,000.00) ----- current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of June, 1957.

WHEREAS, by virtue of a power of sale contained in a mortgage from Louis M. Barattini and Mary P. Barattini, his wife----- bearing date on or about February 8, 1955,----- the said Samuel M. Ivrey----- is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and **WHEREAS,** default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey----- is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Samuel M. Ivrey----- 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 and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered

in the presence of

Kathleen Woelfel

 Kathleen Woelfel

Samuel M. Ivrey (SEAL)

 Samuel M. Ivrey, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By *John H. Hopkins, IV*

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

Kathleen Woelfel

 Kathleen 1957 JUN 10 AM 10:50

Bond approved this 10th day of June 1957.
George T. Cromwell Clerk

ATTORNEY'S SALE

OF VALUABLE

Improved Real EstateLIBER
111
PAGE 25189 BAY DRIVE
BAY RIDGE
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from LOUIS M. BARATTINI and MARY P. BARATTINI, his wife, to JOHN J. McKENNA and MARY R. McKENNA, his wife, dated the 8th day of February, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH 907, folio 31, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the Court House Door, Annapolis, Maryland on

MONDAY, JUNE 10th, 1957

at 11 o'clock A.M.

all that lot of ground situate and lying in the Second Election District, of Anne Arundel County, State of Maryland and described as follows:

BEGINNING FOR THE SAME at a point on the South side of Barry Avenue, the said point and place of beginning is distant South 34 degrees 15 minutes East 50 feet from an iron pipe heretofore set at the point of intersection formed by the North side of said Barry Avenue and the West side of Cushing Avenue, thence running from the beginning point so fixed and along the South side of the said mentioned Barry Avenue North 55 degrees 45 minutes East 100 feet to an iron pipe now set, thence leaving the said Barry Avenue and running with the division line between Lot No. 5, adjoining hereto on the East and the lot now being described South 34 degrees 15 minutes East 252.65 feet to another iron pipe now set on the North side of Bay Drive, thence leaving the above mentioned division line and running along the North side of said Bay Drive, South 56 degrees 31 minutes West 100.04 feet to another iron pipe now set, thence leaving the said Bay Drive and running with the division line between Lot No. 3, adjoining hereto on the West and the lot now being described North 34 degrees 15 minutes West 251.02 to the place of beginning. Being Lot No. 4, in Block 10, as shown on the Plat of "Bay Ridge" filed in Plat Book WNW No. 3, folio 13 (old filing system) new filing system Cabinet 1, Rod J, Plat 13, but now in Plat Book 3, folio 44. The above described lot is according to a survey and plat by J. Revell Carr, October 1940; subject, however, to restrictions of record.

BEING the same property which was conveyed to Louis M. Barattini and Mary P. Barattini, his wife, by deed from John J. McKenna and Mary R. McKenna, his wife, dated February 8, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH 907, folio 25.

This property is being sold subject to a first Mortgage from Louis M. Barattini and Mary P. Barattini, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland dated February 8, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH 907, folio 27.

This property is improved by a dwelling known as 89 Bay Drive, Bay Ridge, containing 8 rooms, 3 baths, and oil heat.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney
144 - Gloucester Street
Annapolis, Maryland

FILED

1957 JUN 19 PM 2:54

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of 4,642.28 subject to 1st. Mch. to Enterprise Federal of 19,357.72 as of this date. and I/We agree to abide by the terms therein.

Witness my/our Hand and Seal this 10th day of June, 1957.

WITNESS:

Samuel H. Ivrey
Samuel H. Ivrey

John J. McKenna (SEAL)

_____ (SEAL)

I hereby certify that I sold property described on the reverse side of this Handbill to JOHN J. MCKENNA at and for the price of 4,642.28 he/they, being then and there the highest bidder therefor. subject to 1st. Mch. to Enterprise Federal of 19,357.72 as of this date.

Witness my Hand and Seal this 10th day of June, 1957.

WITNESS:

Samuel H. Ivrey
Samuel H. Ivrey

John J. McKenna (SEAL)
Auctioneer

FILED
1957 JUN 19 PM 2:54

01

Evening Capital

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF LOUIS M. BARATTINI	*	FOR
AND MARY P. BARATTINI, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 12,153 EQUITY

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given bond with surety which was duly approved and having given 20 days' notice of time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed, and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Monday, June 10, 1957, at 11:00 A.M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

ALL THAT LOT of ground situate and lying in the Second Election District, of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME at a point on the South side of Barry Avenue, the said point and place of beginning is distant South 34 degrees 15 minutes East 50 feet from an iron pipe heretofore set at the point of intersection formed by the North side of said Barry Avenue and the West side of Cushing Avenue, thence running from the beginning point so fixed and along the South side of the said mentioned Barry Avenue North 55 degrees 45 minutes East 100 feet to an iron pipe now set, thence leaving the said Barry Avenue and running with the division line between Lot No. 5, adjoining hereto on the East and the lot now being described South 34 degrees 15 minutes East 252.65 feet to

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1957 JUN 19 PM 2:54

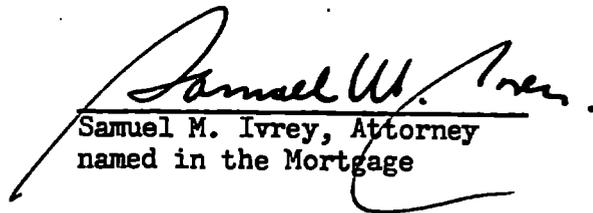
another iron pipe now set on the North side of Bay Drive, thence leaving the above mentioned division line and running along the North side of said Bay Drive, South 56 degrees 31 minutes West 100.04 feet to another iron pipe now set, thence leaving the said Bay Drive and running with the division line between Lot No. 3, adjoining hereto on the West and the lot now being described North 34 degrees 15 minutes West 251.02 to the place of beginning. Being Lot No. 4, in Block 10, as shown on the Plat of "Bay Ridge" filed in Plat Book WNW No. 3, folio 13 (old filing system) new filing system Cabinet 1, Rod J, Plat 13, but now in Plat Book 3, folio 44. The above described lot is according to a survey and plat by J. Revell Carr, October 1940; subject, however, to restrictions of record.

BEING the same property which was conveyed to Louis M. Barattini and Mary P. Barattini, his wife, by deed from John J. McKenna and Mary R. McKenna, his wife, dated February 8, 1955; and recorded among the Land Records of Anne Arundel County in Liber JHH 907, folio 25.

Said property being sold to John J. McKenna, at and for the sum of \$4,642.28; subject to First Mortgage to Annapolis Federal Savings and Loan Association of \$19,357.72 as of this date, he being at that price then and there, the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

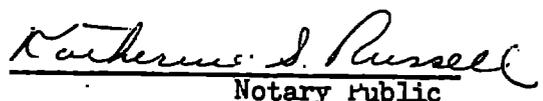
And, as in duty bound, etc.


 Samuel M. Ivrey, Attorney
 named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 19th day of June, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my Hand and Notarial Seal.


 Katherine S. Russell
 Notary Public



ORDER NISI

LIBER 111 PAGE 255

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

~~XXXXXX~~

LOUIS M. BARATTINI AND
MARY P. BARATTINI, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,153 Equity

Ordered, this 19th day of June, 19 57, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Irvey, Attorney named in Mortgage ~~Tax~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of July next.

The report states that the amount of sales ~~tax~~ was \$ 4,642.28

Filed
1957 PM 3:10 19 June

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

~~XXXXXX~~

LOUIS M. BARATTINI AND
MARY P. BARATTINI, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23d day of July, 1957, that the sale made and reported by the ~~Attorney~~ *Attorney* aforesaid, be and the same ~~is~~ *is* hereby Ratified and Confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi. passed in said cause; and the ~~Attorney~~ *Attorney* allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1957 JUL 23 PM 3:41

Benjamin Michaelson
Judge

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL
COUNTY

No. 12,153 Equity

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
LOUIS M. BARATTINI AND MARY
P. BARATTINI, HIS WIFE.

Ordered, this 10th day of June, 1957,
that the sale of the property in these
proceedings mentioned made and re-
ported by Samuel M. Ivery, Attorney
named in Mortgage

Be ratified and confirmed, unless
cause to the contrary thereof be
shown on or before the 22nd day of
July next: Provided, a copy of this
Order be inserted in some newspaper
published in Anne Arundel County,
once in each of three successive weeks
before the 22nd day of July next.

The report states that the amount of
sale was \$13,422.25.

GEORGE T. CROMWELL,
Clerk

True Copy, TEST:
GEORGE T. CROMWELL,
Clerk
Jy-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 17, 1957

We hereby certify, that the annexed

Order Nisi, Sale
Eq. 12,153.

Louis M. Barattini

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 22nd

day of July, 1957. The first
insertion being made on the 20th day of

June, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 12,451 1957 JUL 17 PM 2:17 By N. Tilghman

Dr.

In the Matter of the Mortgaged Real Estate of Louis M. Barattini ^{in ac.}
and Mary P. Barattini, his wife

To Attorney for Fee, viz:	50 00	
To Attorney for Commissions, viz:	170 98	220 98
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account	13 50	51 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	65 00	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - handbills	11 67	
Globe Indemnity Co. - bond premium	72 00	
George W. Scible - auctioneer's fee	35 00	
One-half Federal documentary stamps	2 75	
One-half State documentary stamps	13 20	
Elinore G. Girault - notary fee	50	
Katherine S. Russell - notary fee	50	214 62
To Attorney for Taxes, viz:		
1957 State and County taxes (\$385.55) - adjusted to 6/10/57, plus \$10.95 interest	182 30	182 30
To John J. McKenna and Mary R. McKenna, his wife, mortgagees - this balance on account mortgage claim	4,029 98	4,029 98
		4,699 38
Amount of mortgage claim filed	15,225 00	
Cr. Amount allowed above	4,029 98	
Balance subject to decree in personam	11,195 02	

with Samuel M. Ivrey, Attorney named in Mortgage Cr.

1957

June 10

Proceeds of Sale
Interest on deferred payment of
\$4,178.05 to 8/30/57 - 82 days

4,642 28

57 10

4,699 38

4,699 38

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged
Real Estate of
~~VERSUS~~
Louis M. Barattini
and

No. 12,153 Equity.

1957 SEP - 7 AM 9:42

Mary P. Barattini, his wife

ORDERED, This 7 day of September, 1957, 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 11 day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of October next.

George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of October, 1957, that the foregoing 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 ~~proceeds~~ ^{proceeds} apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Benjamin Michaelson
Judge.*

FILED

1957 OCT 16 PM 3:15

13

Evening Capital

LIBER 111 PAGE 261

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12133 Equity

IN THE MATTER OF THE MORT-
GAGED REAL ESTATE OF
LOUIS M. BARATTINI and
MARY E. BARATTINI, his wife.

Ordered, this 7th day of Septem-
ber, 1957, that the Report and Ac-
count of the Auditor, filed this day
in the above entitled cause, BE
RATIFIED AND CONFIRMED, un-
less cause to the contrary be shown
on or before the

11th DAY OF OCTOBER NEXT.
Provided, a copy of this Order be
inserted in some newspaper publish-
ed in Anne Arundel County, once
in each of three successive weeks be-
fore the 11th day of October next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 1, 1957

We hereby certify, that the annexed

Order Nisi, E.g. 12,153
Auditor account.

Louis M. Barattini

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 11th

day of October, 1957. The first

insertion being made the 9th day of

September, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 14115 1957 OCT -1 PM 12:19 By H. Tilghman

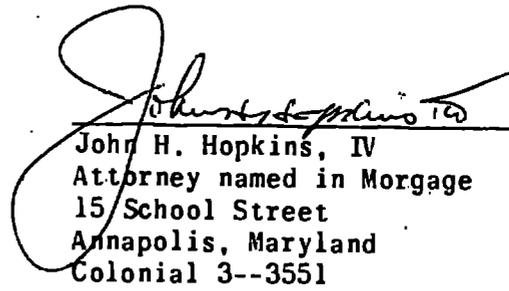
IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
LOUIS M. BARATTINI AND
MARY P. BARATTINI, HIS WIFE

*
*
*
*
*

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 12461 EQUITY

Mr. Clerk:

Please docket this suit and file the original Mortgage for
foreclosure and Statement of Claim.


John H. Hopkins, IV
Attorney named in Mortgage
15 School Street
Annapolis, Maryland
Colonial 3--3551

FILED
1957 DEC 21 AM 10:03

MORTGAGE FEE—COUNTY

LIBER 111 PAGE 263

PURCHASE MONEY

This Mortgage, Made this19th

day of MAY

in the year nineteen hundred and fifty-four, by and between Louis M. Barattini and Mary F. Barattini, his wife, Parties of the First Part, hereinafter called Mortgagors, and Mary E. Porter, Party of the Second Part, hereinafter called Mortgagee.

WHEREAS the said Mortgagors have this day received by way of loan from the said Mortgagee the sum of Twenty Thousand Dollars (\$20,000.00), being ^{part of} the purchase price of the property hereinafter described, as evidence of which they have passed to the said Mortgagee their promissory note for said sum, of even date herewith, payable five (5) years from the date hereof with interest thereon to accrue at the rate of six per cent (6%) per annum; and the said Mortgagors do hereby agree to pay the interest at the rate aforesaid on the unpaid principal balance quarterly beginning three (3) months from the date hereof; and the said Mortgagors further agree to reduce the principal indebtedness by payment of not less than One Thousand Dollars (\$1,000.00) in each year said mortgage is in effect, with any unpaid balance of principal and interest to be due and payable five (5) years from the date hereof; and,

WHEREAS it has been agreed that the said Parties of the First Part shall have the privilege of paying the aforesaid indebtedness in full or any part thereof at any time prior to the due date as aforesaid, interest to be reduced proportionately as said payments are made and until the aforesaid debt is paid in full; and,

WHEREAS it was a condition precedent to the granting of said loan that this mortgage should be executed for the purpose of securing the payment of the said note, together with any and all renewals thereof or substitutes therefor, at the times limited for the same;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and of the sum of One Dollar (\$1.00) the said Mortgagors, Louis M. Barattini and Mary F. Barattini, his wife, do grant and convey unto the said Mortgagee, Mary E. Porter, her heirs and assigns, in fee simple, all those lots or parcels of land situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

FIRST: BEGINNING for the same at an iron pipe found on the Easternmost side of Decatur Avenue, distant North 34° 15' West 275.0 feet from a concrete monument found at

FILED

1957 DEC 21 AM 10:03

~~Filed 27 Sept 1955~~

the intersection of the Eastern side of Decatur Avenue with the Northern side of Barry Avenue as shown on a plat of "Part of Bay Ridge", filed among the Plat Records of Anne Arundel County, Maryland, in Cabinet 1, Rod J, Plat Number 13; thence running with the said side of Decatur Avenue and part of Lot 70 and all of Lot Number 69, North 34° 15' West 75.0 feet to another iron pipe set in a hedge at the divisional line between lots 68 and 69; thence leaving said Decatur Avenue and running with the said divisional line between Lots Numbers 68 and 69, North 55° 45' East 185.0 feet to an iron pipe now set on the Western side of an alley 15 feet wide as shown on said plat; thence leaving said Lot No. 68 and running with the Western side of said 15 foot alley, South 34° 15' East, 75.0 feet to an iron pipe; thence leaving said 15 foot alley and running through the center of Lot No. 70, South 55° 45' West 185.0 feet to the place of beginning. Being Lot No. 69 and the North one-half of Lot No. 70, Section 4, as shown on Plat of Part of Bay Ridge duly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, Folio 13 (now Cabinet 1, Rod J, Plat 13).

SECOND: BEGINNING for the second at a point on a concrete wall on the Southern side of the above mentioned 15 foot alley, said point being in the divisional line between Lots Nos. 82 and 83 as shown on a plat of "Part of Bay Ridge", filed among the Plat Records of Anne Arundel County, Maryland, in Cabinet 1, Rod J, Plat Number 13; thence leaving said alley and running with said divisional line North 55° 45' East 177.7 feet to an iron pipe in the center of a hedge on the Westernmost side of River Drive; thence leaving said Lot Number 83 and running with the Westernmost side of River Drive, a chord distance of South 58° 45' 50" East 54.95 feet to an iron pipe now set in the divisional line of Lots Numbers 81 and 82; thence leaving said Lot Number 82 and running still with the Western side of River Drive, a chord distance of South 58° 40' East 27.46 feet to an iron pipe in a hedge; thence leaving said River Drive and running with the center line of Lot No. 81; South 55° 45' West 211.85 feet to the Eastern side of said 15 foot alley; thence running with the Eastern side of said alley North 34° 15' West 75.0 feet to the place of beginning. Being Lot No. 82 and the North one-half of Lot No. 81, Section 4, as shown on Plat of Part of Bay Ridge duly recorded among the aforesaid Plat Records in Cabinet 1, Rod J, Plat 13.

BEING the same property conveyed to Louis M. Barattini and Mary P. Barattini, his wife, by Mary E. Porter, widow, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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 parcel of ground and premises unto and to the proper use and benefit of Mary F. Porter, her heirs and assigns forever.

PROVIDED, that if the said Louis M. Barattini and Mary P. Barattini, his wife,

their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twenty Thousand (\$20,000.00) * * * * * 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 Louis M. Barattini and Mary P. Barattini, his wife, 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, mortgage debt and interest, the said Louis M. Barattini and Mary P. Barattini, his wife, for themselves, their 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 either of them, at the 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 Mary F. Porter, her

111 PAGE 265

John H. Hopkins, IV, personal representative or assigns, or 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, her 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, her personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said 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 the sale under orders or decrees of the Circuit Court for Anne Arundel County 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, her personal representatives or assigns, or John H. Hopkins, IV, her 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 commissions, 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 Louis M. Barattini and Mary P. Barattini, his wife, 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 satisfactory to the said Mortgagee, her personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty Thousand (\$20,000.00) * * * Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, HER personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her personal representatives and assigns.

WITNESS the hand s and seal s of the said Mortgagor s

TEST:

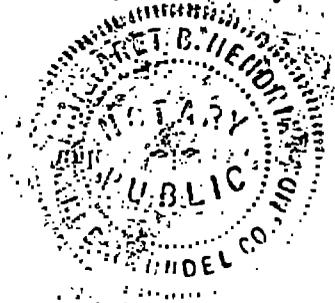
Margaret B. Hendrix
Margaret B. Hendrix

Louis M. Barattini (SEAL)
Louis M. Barattini
Mary P. Barattini (SEAL)
Mary P. Barattini
(SEAL)
(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 19th day of May in the year nineteen hundred and fifty-four before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Barattini and Mary P. Barattini, his wife, the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Mary E. Porter 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 Notarial Seal.



Margaret B. Hendrix
Margaret B. Hendrix, Notary Public.

Recorded: May 19, 1954 at 3.10 P.M.

PURCHASE MONEY
MORTGAGE
FROM

Louis M. Barattini and

Mary P. Barattini, his wife,

TO

Mary E. Porter

BLOCK NO.

Received for Record *May*, 1954,
at 8:10 o'clock P.M. Same day recorded
in Libers *833* No. 833 Folio 22 &c.,
one of the Land Records of A.A.C.

examined per
JOHN H. HOPKINS, 2nd Clerk.

Cost of Record, \$ 5.25 *JA.*

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
LOUISE M. BARATTINI AND	*	ANNE ARUNDEL COUNTY
MARY P. BARATTINI, HIS WIFE	*	NO. 12,461 EQUITY
	*	

STATEMENT OF CLAIM

Balance, Principal Debt		\$19,000.00
Interest on Principal Balance due as follows:		
May 19, 1957	\$85.00	
August 19, 1957	285.00	
November 19, 1957	285.00	655.00

		\$19,655.00

Mary E. Porter
 MARY E. PORTER.

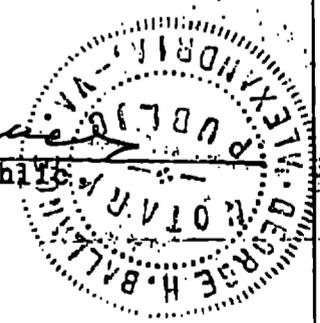
STATE OF VIRGINIA,

TO WIT:

I HEREBY CERTIFY that on this 5th day of Dec., 1957, before me, the subscriber, a Notary Public of the State of Virginia, in and for the County aforesaid, personally appeared the above named, Mary E. Porter. and made oath in due form of law that the foregoing is a true statement of the amount due her to November 19, 1957, on Mortgage, dated May 19, 1954 from Louise M. Barattini and Mary P. Barattini, his wife, and that she has not received any security or satisfaction thereof other than the Mortgage referred to.

WITNESS my hand and Notarial Seal.

George H. Ballance
 Notary Public



My Commission expires:

28th Sept - 1960

FILED

1957 DEC 21 AM 10:03

6

**SAFEGUARD
INSURANCE
COMPANY**
BOND

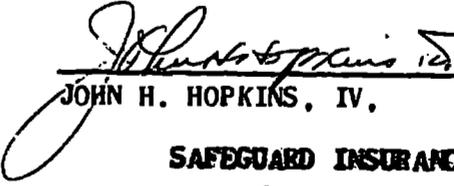
LIBER 111 PAGE 268
LIBER 9 PAGE 214
No. 12,461 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John H. Hopkins, IV, of Anne Arundel County, State of Maryland, as Principal, and the Safeguard Insurance Company, having its office in the City of Hartford, Connecticut, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty Thousand Dollars----- (\$20,000.00)-----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 20th day of January, 1958.

WHEREAS, by virtue of a power of sale contained in a mortgage from Louis M. Barattini and Mary P. Barattini, his wife-----bearing date on or about the 19th day of May, 1954,----- the said John H. Hopkins, IV is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said John H. Hopkins, IV is about to execute said power and make sale of the property described as aforesaid in said mortgage.

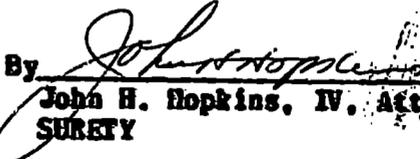
NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden John H. Hopkins, IV does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

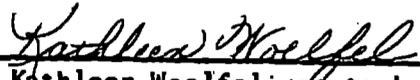
SIGNED, sealed and delivered this 20th day of January, 1958, in the presence of


JOHN H. HOPKINS, IV.

(SEAL)
PRINCIPAL

SAFEGUARD INSURANCE COMPANY

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


Kathleen Woelfel, as to both

FILED

1958 JAN 20 PM 12:50

Bond Approved
this 20th day of January, 1958
George T. Cornwall, Clerk

Legal Notice

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE AT BAY RIDGE

FRONTING 75 FEET ON BAY DRIVE AND 75 FEET ON DECATUR AVENUE AND KNOWN AS NO. 14 RIVER DRIVE AND NO. 11 DECATUR AVENUE.

By virtue of the power of sale contained in a Purchase Money Mortgage, dated May 19, 1954, from Louis M. Barattini and Mary P. Barattini, his wife, and filed in No. 12,461 Equity in the Circuit Court for Anne Arundel County, said Mortgage being in default, I will offer at public sale at the Court House door in the City of Annapolis, Maryland on,

Tuesday, January 21st 1958 at 11 O'Clock A.M.

the following property:

All those lots or parcels of land situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

FIRST: BEGINNING for the same at an iron pipe found on the Easternmost side of Decatur Avenue, distant North 34° 15' West 275.0 feet from a concrete monument found at the intersection of the Eastern side of Decatur Avenue with the Northern side of Barry Avenue as shown on a plat of "Part of Bay Ridge", filed among the Plat Records of Anne Arundel County, Maryland, in Cabinet 1, Rod J, Plat Number 13; thence running with the said side of Decatur Avenue and part of Lot 70 and all of Lot Number 69, North 34° 15' West 75.0 feet to another iron pipe set in a hedge at the divisional line between lots 68 and 69; thence leaving said Decatur Avenue and running with the said divisional line between Lots Numbers 68 and 69, North 55° 45' East 185.0 feet to an iron pipe now set on the Western side of an alley 15 feet wide as shown on said plat; thence leaving said Lot No. 68 and running with the Western side of said 15 foot alley, South 34° 15' East, 75.0 feet to an iron pipe; thence leaving said 15 foot alley and run-

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 22, 1958

We hereby certify, that the annexed

Attorney's Sale
No. 12,461 Equity
Louis M. Barattini

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 January, 1958. The first

insertion being made the 26th day of

December, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

JAN 22 AM 11:55

By

H. Tilghman

ing through the center of Lot No. 70, South 55° 45' West 185.0 feet to the place of beginning. Being Lot No. 69 and the North one-half of Lot No. 70, Section 4, as shown on Plat of Part of Bay Ridge duly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, Folio 13 (now Cabinet 1, Rod J, Plat 13).

SECOND: BEGINNING for the second at a point on a concrete wall on the Southern side of the above mentioned 15-foot alley, said point being in the divisional line between Lots 82 and 83 as shown on a plat of "Part of Bay Ridge," filed among the Plat Records of Anne Arundel County, Maryland, in Cabinet 1, Rod J, Plat Number 13; thence leaving said alley and running with said divisional line North 55° 45' East 177.7 feet to an iron pipe in the center of a hedge on the Westernmost side of River Drive; thence leaving said Lot Number 83 and running with the Westernmost side of River Drive, a chord distance of South 58° 45' 50" East 54.95 feet to an iron pipe now set in the divisional line of Lots Numbers 81 and 82; thence leaving said Lot Number 82 and running still with the Western side of River Drive, a chord distance of South 58° 40' East 27.46 feet to an iron pipe in a hedge; thence leaving said River Drive and running with the center line of Lot No. 81, South 55° 45' West 211.85 feet to the Eastern side of said 15 foot alley; thence running with the Eastern side of said alley North 34° 15' West 75.0 feet to the place of beginning. Being Lot No. 82 and the North one-half of Lot No. 81, Section 4, as shown on Plat of Part of Bay Ridge duly recorded among the aforesaid Plat Records in Cabinet 1, Rod J, Plat 13.

BEING the same property conveyed to Louis M. Barattini and Mary P. Barattini, his wife, by Mary E. Porter, widow, by deed dated May 19th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 833, Folio 18.

IMPROVED by large frame dwelling, garage and small guest cottage.

TERMS OF SALE: A deposit of \$1,000.00 will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of six percent (6%) per annum, to be paid in cash on ratification of sale.

TAXES, insurance and other public charges to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

JOHN H. HOPKINS, IV.
Attorney named in Mortgage
15 School Street
Annapolis, Maryland
GEORGE SCIBLE,
Auctioneer.

**Attorney's
Sale**

**OF VALUABLE
IMPROVED REAL
ESTATE
AT BAY RIDGE**

FRONTING 75 FEET ON BAY
DRIVE AND 75 FEET ON DE-
CATUR AVENUE AND KNOWN
AS NO. 14 RIVER DRIVE AND
NO. 11 DECATUR AVENUE.

By virtue of the power of sale
contained in a Purchase Money
Mortgage, dated May 19, 1954,
from Louis M. Barattini and Mary
P. Barattini, his wife, and filed
in No. 12,461 Equity in the Circuit
Court for Anne Arundel County,
said Mortgage being in default, I
will offer at public sale at the
Court House door in the City of
Annapolis, Maryland on,

**Tuesday, January 21st
1958
at 11 O'Clock A.M.**

the following property:

All those lots or parcels of land
situate, lying and being in the
Second Election District of Anne
Arundel County, State of Mary-
land, and described as follows:
FIRST: BEGINNING for the
same at an iron pipe found on
the Easternmost side of Decatur
Avenue, distant North 34° 15'
West 275.0 feet from a concrete
monument found at the intersec-
tion of the Eastern side of Deca-
tur Avenue with the Northern side
of Barry Avenue as shown on a
plat of "Part of Bay Ridge", filed
among the Plat Records of Anne
Arundel County, Maryland, in
Cabinet 1, Rod J, Plat Number
13; thence running with the said
side of Decatur Avenue and part
of Lot 70 and all of Lot Number
69, North 34° 15' West 75.0 feet
to another iron pipe set in a
hedge at the divisional line be-
tween lots 68 and 69; thence leav-
ing said Decatur Avenue and run-
ning with the said divisional line
between Lots Numbers 68 and 69,
North 55° 45' East 185.0 feet to
an iron pipe now set on the West-
ern side of an alley 15 feet wide
as shown on said plat; thence
leaving said Lot No. 68 and run-
ning with the Western side of said
15 foot alley, South 34° 15' East

OFFICE F

Maryland Gazette

LIBER 111 PAGE 271

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., *January 22, 1958*

We hereby certify, that the annexed

Attorney's Sale

No. 12,461 Equity

Louis M. Barattini

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 21st

day of *January*, 1958. The first

insertion being made the 2nd day of

January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By *H. Tilghman*

JAN 22 AM 11:55

75.0 feet to an iron pipe; thence leaving said 15 foot alley and running through the center of Lot No. 70, South 55° 45' West 185.0 feet to the place of beginning. Being Lot No. 69 and the North one-half of Lot No. 70, Section 4, as shown on Plat of Part of Bay Ridge duly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, Folio 13 (now Cabinet 1, Rod J, Plat 13).

SECOND: BEGINNING for the second at a point on a concrete wall on the Southern side of the above mentioned 15 foot alley, said point being in the divisional line between Lots 82 and 83 as shown on a plat of "Part of Bay Ridge" filed among the Plat Records of Anne Arundel County, Maryland, in Cabinet 1, Rod J, Plat Number 13; thence leaving said alley and running with said divisional line North 55° 45' East 177.7 feet to an iron pipe in the center of a hedge on the Westernmost side of River Drive; thence leaving said Lot Number 83 and running with the Westernmost side of River Drive, a chord distance of South 58° 45' 50" East 54.95 feet to an iron pipe now set in the divisional line of Lots Numbers 81 and 82; thence leaving said Lot Number 82 and running still with the Western side of River Drive, a chord distance of South 58° 40" East 27.46 feet to an iron pipe in a hedge; thence leaving said River Drive and running with the center line of Lot No. 81, South 55° 45' West 211.85 feet to the Eastern side of said 15 foot alley; thence running with the Eastern side of said alley North 34° 15' West 75.0 feet to the place of beginning. Being Lot No. 82 and the North one-half of Lot No. 81, Section 4, as shown on Plat of Part of Bay Ridge duly recorded among the aforesaid Plat Records in Cabinet 1, Rod J, Plat 13.

BEING the same property conveyed to Louis M. Barattini and Mary P. Barattini, his wife, by Mary E. Porter, widow, by deed dated May 19th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 833, Folio 18.

IMPROVED by large frame dwelling, garage and small guest cottage.

TERMS OF SALE: A deposit of \$1,000.00 will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of six percent (6%) per annum, to be paid in cash on ratification of sale.

TAXES, insurance and other public charges to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

JOHN H. HOPKINS, IV,
Attorney named in Mortgage
15 School Street
Annapolis, Maryland

GEORGE W. SCIBLE

Auctioneer

ATTORNEY'S SALE

LIBER 111 PAGE 273 — OF VALUABLE —

Improved Real Estate

*No. 12,461
Equity*

AT BAY RIDGE

FRONTING 75 FEET ON BAY DRIVE AND 75 FEET ON DECATUR AVENUE AND KNOWN AS NO. 14 RIVER DRIVE AND NO. 11 DECATUR AVENUE

By virtue of the power of sale contained in a Purchase Money Mortgage, dated May 19, 1954, from Louis M. Barattini and Mary P. Barattini, his wife, and filed in No. 12,461 Equity in the Circuit Court for Anne Arundel County, said Mortgage being in default, I will offer at public sale at the Court House door in the City of Annapolis, Maryland, on

TUESDAY, JANUARY 21st, 1958

AT 11 O'CLOCK, A.M.

the following property:

All those lots or parcels of land situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows: **FIRST: BEGINNING** for the same at an iron pipe found on the Eastern-most side of Decatur Avenue, distant North 34° 15' West 275.0 feet from a concrete monument found at the intersection of the Eastern side of Decatur Avenue with the Northern side of Barry Avenue as shown on a plat of "Part of Bay Ridge," filed among the Plat Records of Anne Arundel County, Maryland, in Cabinet 1, Rod J, Plat Number 13; thence running with the said side of Decatur Avenue and part of Lot 70 and all of Lot Number 69, North 34° 15' West 75.0 feet to another iron pipe set in a hedge at the divisional line between lots 68 and 69; thence leaving said Decatur Avenue and running with the said divisional line between Lots Numbers 68 and 69, North 55° 45' East 185.0 feet to an iron pipe now set on the Western side of an alley 15 feet wide as shown on said plat; thence leaving said Lot No. 68 and running with the Western side of said 15 foot alley, South 34° 15' East, 75.0 feet to an iron pipe; thence leaving said 15 foot alley and running through the center of Lot No. 70, South 55° 45' West 185.0 feet to the place of beginning. Being Lot No. 69 and the North one-half of Lot No. 70, Section 4, as shown on Plat of Part of Bay Ridge duly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, Folio 13 (now Cabinet 1, Rod J, Plat 13).

SECOND: BEGINNING for the second at a point on a concrete wall on the Southern side of the above mentioned 15 foot alley, said point being in the divisional line between Lots Nos. 82 and 83 as shown on a plat of "Part of Bay Ridge," filed among the Plat Records of Anne Arundel County, Maryland, in Cabinet 1, Rod J, Plat Number 13; thence leaving said alley and running with said divisional line North 55° 45' East 177.7 feet to an iron pipe in the center of a hedge on the Westernmost side of River Drive; thence leaving said Lot Number 83 and running with the Westernmost side of River Drive, a chord distance of South 58° 45' 50" East 54.95 feet to an iron pipe now set in the divisional line of Lots Numbers 81 and 82; thence leaving said Lot Number 82 and running still with the Western side of River Drive, a chord distance of South 58° 40' East 27.46 feet to an iron pipe in a hedge; thence leaving said River Drive and running with the center line of Lot No. 81, South 55° 45' West 211.85 feet to the Eastern side of said 15 foot alley; thence running with the Eastern side of said alley North 34° 15' West 75.0 feet to the place of beginning. Being Lot No. 82 and the North one-half of Lot No. 81, Section 4, as shown on Plat of Part of Bay Ridge duly recorded among the aforesaid Plat Records in Cabinet 1, Rod J, Plat 13.

BEING the same property conveyed to Louis M. Barattini and Mary P. Barattini, his wife, by Mary E. Porter, widow, by deed dated May 19th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 833, Folio 18.

IMPROVED by large frame dwelling, garage and small guest cottage.

TERMS OF SALE: A deposit of \$1,000.00 will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of six percent (6%) per annum, to be paid in cash on ratification of sale.

TAXES, insurance and other public charges to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

JOHN H. HOPKINS, IV,
Attorney named in Mortgage
15 School Street
Annapolis, Maryland

FILED

1958 JAN 22 AM 11:55

01

No. 12,461 County

PURCHASER'S AGREEMENT

I hereby certify that I have this 21st day of January, 1958, purchased the property mentioned in these proceedings, from John H. Hopkins, IV, Attorney named in Mortgage, for the sum of Eighteen Thousand Five Hundred Twenty Five (\$18,525⁰⁰) Dollars, and I hereby agree to comply with the terms of sale.

WITNESS my hand and seal.

TEST:

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Noah A. Hillman
Trustee of Emma Kutzer
Noah A. Hillman, Purchaser
Trustee of Emma Kutzer

AUCTIONEER'S CERTIFICATE

I hereby certify, that I have this 21st day of January, 1958, sold the property mentioned in these proceedings to Noah A. Hillman, Trustee of Emma Kutzer for the sum of Eighteen Thousand Five Hundred Twenty Five (\$18,525⁰⁰) dollars, he being at that price the highest bidder therefor.

WITNESS my hand and seal.

TEST:

C. Maurice Weidemeyer
C. Maurice Weidemeyer

George W. Scible
George W. Scible Auctioneer

FILED

1958 JAN 22 AM 11 555

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
LOUIS M. BARATTINI AND
MARY P. BARATTINI, HIS WIFE

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 12,461 EQUITY

REPORT OF SALE
OF
MORTGAGED REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of John H. Hopkins, IV, Attorney named in Mortgage, respectfully shows:

1. That whereas by virtue of a power of sale contained in a Mortgage dated May 19, 1954, from Louis M. Barattini and Mary P. Barattini, his wife, and filed in No. 12,461 Equity, in the Circuit Court for Anne Arundel County, said Mortgage being in default, the said John H. Hopkins, IV, Attorney named in Mortgage, in pursuance of the power and authority vested in him by said Mortgage, having given bond as security for the faithful performance of his trust, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital and in the Maryland Gazette, newspapers published in Anne Arundel County for three (3) successive weeks before the day of sale, and having complied with all the other prerequisites mentioned in said Mortgage and as required by law, did by virtue of said power of sale and pursuant to said notice attend at the Court House door in the City of Annapolis, Maryland, on Tuesday, January 21, 1958, at eleven o'clock A.M., and did then and there proceed to sell said property in the manner following, that is to say:

The said Attorney named in Mortgage offered at public sale to the highest bidder the property mentioned in said Mortgage, and being more particularly described as follows:

All those lots or parcels of land situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described

FILED

1958 JAN 22 AM 11:55

12

as follows: FIRST: BEGINNING for the same at an iron pipe found on the Easternmost side of Decatur Avenue, distant North $34^{\circ} 15'$ West 275.0 feet from a concrete monument found at the intersection of the Eastern side of Decatur Avenue with the Northern side of Barry Avenue as shown on a plat of "Part of Bay Ridge," filed among the Plat Records of Anne Arundel County, Maryland, in Cabinet 1, Rod J, Plat Number 13; thence running with the said side of Decatur Avenue and part of Lot 70 and all of Lot Number 69, North $34^{\circ} 15'$ West 75.0 feet to another iron pipe set on a hedge at the divisional line between lots 68 and 69; thence leaving said Decatur Avenue and running with the said divisional line between Lots Numbers 68 and 69, North $55^{\circ} 45'$ East 185.0 feet to an iron pipe now set on the Western side of an alley 15 feet wide as shown on said plat; thence leaving said Lot No. 68 and running with the Western side of said 15 foot alley, South $34^{\circ} 15'$ East, 75.0 feet to an iron pipe; thence leaving said 15 foot alley and running through the center of Lot No. 70, South $55^{\circ} 45'$ West 185.0 feet to the place of beginning. Being Lot No. 69 and the North one-half of Lot No. 70, Section 4, as shown on Plat of Part of Bay Ridge duly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, Folio 13 (now Cabinet 1, Rod J, Plat 13).

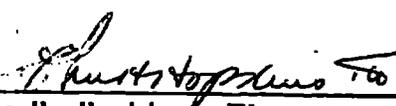
SECOND: BEGINNING for the second at a point on a concrete wall on the Southern side of the above mentioned 15 foot alley, said point being in the divisional line between Lots Nos. 82 and 83 as shown on a plat of "Part of Bay Ridge," filed among the PLat Records of Anne Arundel County, Maryland, in Cabinet 1, Rod J, Plat Number 13; thence leaving said alley and running with said divisional line North $55^{\circ} 45'$ East 177.7 feet to an iron pipe in the center of a hedge on the Westernmost side of River Drive; thence leaving said Lot Number 83 and running with the Westernmost side of River Drive, a chord distance of South $58^{\circ} 45' 50''$ East 54.95 feet to an iron pipe now set in the divisional line of Lots Numbers 81 and 82; thence leaving said Lot Number 82 and running still with the Western side of River Drive, a chord distance of South $58^{\circ} 40'$ East 27.46 feet to an iron pipe in a hedge; thence leaving said River Drive and running with the center line of Lot No. 81, South $55^{\circ} 45'$ West 211.85 feet to the Eastern side of said 15 foot alley; thence running with

the Eastern side of said alley North 34° 15' West 75.0 feet to the place of beginning. Being Lot No. 82 and the North one-half of Lot No. 81, Section 4, as shown on Plat of Part of Bay Ridge duly recorded among the aforesaid Plat Records in Cabinet 1, Rod J, Plat 13,

BEING the same property conveyed to Louis M. Barattini and Mary P. Barattini, his wife, by Mary E. Porter, widow, by deed dated May 19th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 833, Folio 18.

And the said Attorney named in Mortgage sold the above described property to Noah A. Hillman, Trustee of Emma Kutzer, for the sum of Eighteen Thousand, Five Hundred Twenty Five Dollars (\$18,525.00), he being at that price the highest bidder therefor, and said purchaser having complied with the terms of sale.

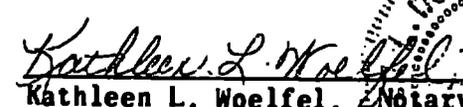
Respectfully submitted,

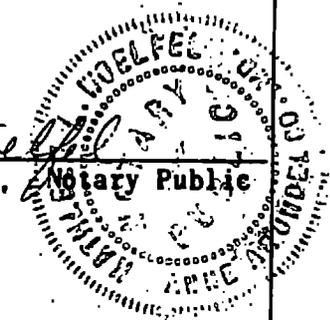

John H. Hopkins, IV,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 21st day of January, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. Hopkins, IV, Attorney named in Mortgage, and made oath in due form of law that the matters and things set forth therein 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.


Kathleen L. Woelfel, Notary Public



ORDER NISI

LIBER 111 PAGE 279

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,461

Equity

LOUIS M. BARATTINI and MARY P. BARATTINI, his wife

Ordered, this 22 day of January, 1958, That the sale of the Property in these proceedings mentioned made and reported by John H. Hopkins, IV, Attorney named in Mortgage, To us, Be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25 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 25 day of February next.

The report states that the amount of sales was \$18,525.00

FILED 1958 JAN. 22 AM 11:55

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

LOUIS M. BARATTINI and MARY P. BARATTINI, his wife

Term, 19

ORDERED BY THE COURT, This 28th day of February, 1958, that the sale made and reported by the Attorney Deceased aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED 1958 FEB 28 7.M. 3:15

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,461 Equity

In the Matter of the Mortgaged Real Estate of LOUIS M. BARATTINI and MARY P. BARATTINI, his wife. Ordered, this 22nd day of January, 1958, That the sale of the Property in these proceedings mentioned, made and reported by John H. Hopkins, IV, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of February next. The report states that the amount of sale was \$18,525.00. GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk F-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., *February 27*, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,461

Louis M. Barattini

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 *February*, 1958. The first

insertion being made the *24th* day of

January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

No. E.C. _____

16

FILED
1958 FEB 28
AM 10:31

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
LOUIS M. BARATTINI AND
MARY P. BARATTINI, HIS WIFE

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 12,461 EQUITY

* * * * *

PETITION AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John H. Hopkins, IV, Attorney named in Mortgage, respectfully submits:

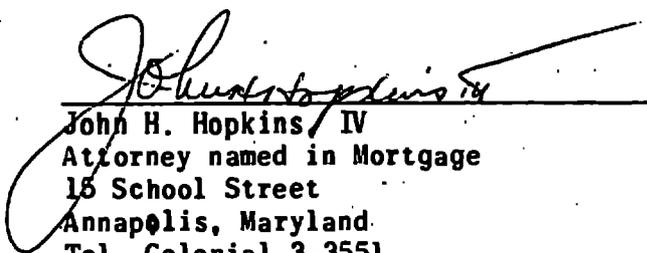
1. That on January 21, 1958, your Petitioner, as Attorney named in Mortgage, sold the property mentioned in these proceedings to Noah A. Hillman, Trustee of Emma Kutzer, for the sum of Eighteen Thousand Five Hundred Twenty-five Dollars (\$18,525.00), and received a deposit of One Thousand Dollars (\$1,000.00) on that day as required by the terms of sale and as reported to this Honorable Court on or about January 21, 1958.

2. That the aforesaid sale was duly ratified by this Honorable Court on February 25, 1958, after an Order of Nisi having been duly run thereon.

3. That since ratification of the sale, your Petitioner has repeatedly requested the purchaser to set the date for settlement and pay the balance of purchase price, and after an elapse of a month since ratification of the sale has not yet received the balance of purchase price or any indication of a date when it will be forthcoming.

WHEREFORE, your Petitioner prays this Honorable Court to authorize him to readvertise and resell the property in these proceedings at the risk of the purchaser, Noah A. Hillman, Trustee of Emma Kutzer, and for such other and further relief as may be necessary in the premises.

AND AS IN DUTY BOUND, ETC.


John H. Hopkins, IV
Attorney named in Mortgage
15 School Street
Annapolis, Maryland
Tel. Colonial 3-3551

FILED
1958 MAR 24 PM 2:58

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
LOUIS M. BARATTINI AND
MARY P. BARATTINI, HIS WIFE

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 12,461 EQUITY

* * * * *

ORDER OF COURT

UPON the foregoing Petition, it is this 24th day of March, 1958,
ORDERED that John H. Hopkins, IV, Attorney named in Mortgage, in these proceed-
ings, be, and he is hereby authorized to readvertise and resell the property
mentioned in these proceedings at the risk and expense of the purchaser unless
cause to the contrary be shown on or before the 5th day of ~~March~~ ^{April}, 1958,
provided a copy of the Petition and of this Order be delivered to the said
purchaser, Noah A. Hillman, Trustee of Emma Kutzer, on or before the 31st
day of March, 1958.

Benjamin M. ...
Judge

I HEREBY CERTIFY that I have this 26th day of March, 1958,
delivered a copy of the foregoing Petition and Order personally to Noah A.
Hillman, Trustee for Emma Kutzer.

John H. Hopkins, IV
John H. Hopkins, IV
Attorney named in Mortgage

FILED
1958 MAR 26 AM 9:45

18

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
LOUIS M. BARATTINI and
MARY P. BARATTINI, his wife

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 12,461 EQUITY

* * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John H. Hopkins, IV, Attorney named in Mortgage, respectfully shows:

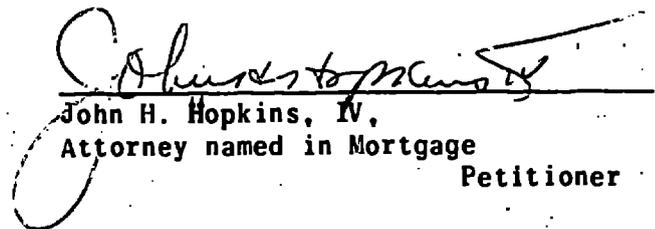
1. That heretofore on March 24, 1958, he petitioned this Honorable Court for authority to resell the property which is the subject matter of these proceedings, at the risk of the purchaser at the previous sale on January 1958, namely Noah A. Hillman, Trustee for Emma Kutzer, and this Court signed an Order to Show Cause directed to said purchaser.

2. That your Petitioner is now advised that the said Noah A. Hillman was, at the time of the aforesaid sale, acting merely as an Agent and not as Trustee for the said Emma Kutzer.

3. That the said Emma Kutzer is now ready, willing and able to consummate the purchase of said property.

WHEREFORE, your Petitioner prays this Honorable Court to vacate its Order to Show Cause dated March 24, 1958, and authorize your Petitioner, as Attorney named in Mortgage, to convey the property mentioned in these proceedings to Emma Kutzer in proper person.

AND AS IN DUTY BOUND, ETC.


John H. Hopkins, IV,
Attorney named in Mortgage
Petitioner

APPROVED:


Noah A. Hillman

FILED

1958 APR 11 PM 2:15

LIBER 111 PAGE 284

ORDER

UPON the foregoing Petition, it is ORDERED this 11th day of April, 1958, by the Circuit Court for Anne Arundel County, in Equity, that the Order of this Court directed to Noah A. Hillman, Trustee for Emma Kutzer, to Show Cause, dated March 24, 1958, be, and it is hereby vacated, and it is hereby further ORDERED that John H. Hopkins, IV, Attorney named in Mortgage, in these proceedings be, and he is hereby, authorized to convey the property sold in these proceedings to Emma Kutzer in proper person.

Judge

FILED

1958 APR 12 AM 10:45

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
LOUIS M. BARATTINI AND
MARY P. BARATTINI, HIS WIFE

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 12,461 EQUITY

.....

PETITION

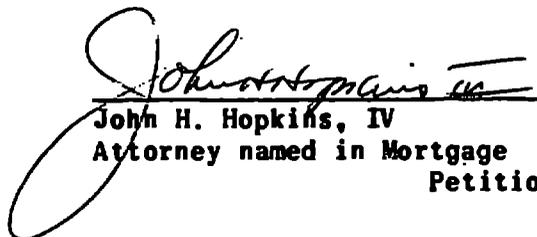
TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John H. Hopkins, IV, Attorney named in Mortgage, respectfully shows:

1. That your Petitioner, in a previous Petition reported that the actual purchaser of said property at the sale was Emma Kutzer, and that Noah A. Hillman was acting as an agent for the purchaser, and not as Trustee, as stated in the Purchaser's Agreement, Auctioneer's Certificate and Report of Sale in these proceedings.

2. That your Petitioner believes it is necessary that the Purchaser's Agreement, Auctioneer's Certificate and Report of Sale show that the said Emma Kutzer was the actual purchaser at said sale.

WHEREFORE, your Petitioner prays this Honorable Court to sign an Order substituting the name of Emma Kutzer in the place and stead of Noah A. Hillman, Trustee of Emma Kutzer, in the Purchaser's Agreement, Auctioneer's Certificate and Report of Sale of the property in these proceedings.


John H. Hopkins, IV
Attorney named in Mortgage
Petitioner

FILED
1958 APR. 11
P.M. 2:20

UPON the foregoing Petition, it is this 11th day of April, 1958,
ORDERED, by the Circuit Court for Anne Arundel County, in Equity, that Emma
Kutzer be substituted ^{in place of Emma} as purchaser of the property mentioned in these proceed-
ings at the Attorney's sale on January 21, 1958, and that the Purchaser's
Agreement, Auctioneer's Certificate and Report of Sale filed in these proceed-
ings be, and they are hereby corrected to show the said Emma Kutzer as purchaser.

Benjamin Michaelson
Judge

FILED

1958 APR 12 AM 10:45

Dr.

in ac.

In the Matter of the Mortgaged Real Estate of Louis M. Barattini and Mary P. Barattini, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	592	58	692	58
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account	13	50	53	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	153	16		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	17	37		
Safeguard Insurance Co. - bond premium	80	00		
George W. Scible - auctioneer's fee	100	00		
One-half Federal documentary stamps	10	45		
One-half State documentary stamps	10	45		
Kathleen L. Woelfel - notary fee		50	385	93
To Attorney for Taxes, viz:				
1956 State and County taxes, interest, etc	305	37		
1957 State and County taxes, interest, etc	307	22		
1958 State and County taxes (\$279.02) - adjusted - 21 days	15	75	628	34
To Mary E. Porter, mortgagee - this bal- ance on account mortgage claim	16,992	97	16,992	97
			18,752	82
Amount of mortgage claim filed	19,655	00		
Cr. Amount allowed above	16,992	97		
Balance subject to decree in personam	2,662	03		

with

John H. Hopkins, IV., Attorney named in Mortgage

Cr.

1958

Jan. 21 Proceeds of Sale

18,525 00

Interest on deferred payment of
\$17,525.00 to 4/8/58

227 82

18,752 82

18,752 82

ORDER NISI

LIBER

111 PAGE 290

In the

In the Matter of the Mortgaged

CIRCUIT COURT

Real Estate of

For

VERSUS

ANNE ARUNDEL COUNTY

Louis M. Barattini

and

Mary P. Barattini, his wife

No. 12,461

Equity.

1958 APR 16 PM 3:36

ORDERED, This 16 day of April, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 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.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23^d day of May, 1958, that the foregoing 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 ~~same~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 MAY 23 PM 12:59

Benjamin M. Jackson
Judge

56

Evening Capital

LIBER 111 PAGE 291

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. 12,461 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LOUIS M. BARATTINI and MARY P. BARATTINI, his wife

Ordered, this 16th day of April 1958, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 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.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
M-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 14, 1958

We hereby certify, that the annexed

Order Nisi No. 12,461
Auditor Account.

Louis M. Barattini

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 21st

day of May, 1958. The first

insertion being made the 18th day of

April, 1958.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 1914 1958 MAY 14 PM 2:59 By H. Tilghman

KARL M. LEVY, Attorney named in
Mortgage

IN THE

CIRCUIT COURT

VS.

FOR

VINCENT J. MARCHIANO

ANNE ARUNDEL COUNTY
IN EQUITY

DEFENDANT

12,614 Equity

Mr. George T. Cromwell, Clerk:

Please docket the above entitled case and file the accompanying mortgage from Vincent J. Marchiano to the Century Savings and Loan Association of Baltimore City, dated November 15th 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1167, folio 71, embracing the leasehold property known as Lot No. 24, as shown on a certain Plat entitled "plat of Magothy Forge" prepared by J.R. McCrone, Civil Engineer in April 1953, and filed among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 1, formerly in Plat Cabinet No. 4, Rod G-5 Plat No. 11.

Karl M. Levy

Attorney named in Mortgage

FILED

1958 APR 11 AM 9:48

Equity 12, 614

This Mortgage,

Made this 15th

LIBER 111 PAGE 293
day of November

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

VINCENT J. MARCHIANO _____

of _____ Anne Arundel County _____, in the State of Maryland, MORTGAGOR, and
CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. _____
a body corporate, of the
State of Maryland, MORTGAGEE.

Whereas, the said _____ VINCENT J. MARCHIANO _____

being a member of the said body corporate, has received therefrom an advance of ten thousand three
hundred dollars (\$10,300.00) on one hundred shares of its stock _____

used as part of the purchase money for the property hereinafter described.

Whereas, the said MORTGAGOR being so justly indebted unto the said Mortgagee for said advance, the
said MORTGAGOR does hereby covenant to repay the same, together with interest thereon at the rate
of six _____ per cent (6 %) per annum computed monthly, unto the Mortgagee or
its assigns, at the office of the MORTGAGEE or its assigns in monthly installments (including
principal and interest) of seventy-eight dollars and ten cents (\$78.10)
commencing on the - - 15th - - day of - - December, 1957 - - - and continuing
on the - - 15th - - day of each month thereafter until the principal,
interest and such fines and charges as may be imposed upon the said
mortgagor, under the Act of Incorporation and/or Constitution and By
Laws of said body corporate, are fully paid. _____

Whereas, it was a condition precedent to said advance that the repayment thereof, together with the interest,
fines and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned should be
secured by the execution of this Mortgage.

Now therefore, this Mortgage witnesseth, that in consideration of the premises and the sum of
One Dollar, the said _____ VINCENT J. MARCHIANO _____

does grant unto the said body corporate _____
its successors and assigns, all _____ that lot of ground _____ situate and lying in
Anne Arundel County _____
State of Maryland, and described as follows, that is to say:

BEING known and designated as Lot No. 24 as shown on a
certain Plat entitled "Plat of Magothy Forge" prepared by J. R. McCrone,
Civil Engineer, in April, 1953 and recorded among the Plat Records of
Anne Arundel County in Plat Book No. 24, folio 1, formerly in Plat
Cabinet No. 4, Rod G-5 Plat No. 11. **FILED**
1958 APR 11 AM 9:49

3
 BEING the same lot of ground described in a Deed bearing even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from The Karjon Company to the said Vincent J. Marchiano.

LIBER 1167 PAGE 72
 THIS mortgage shall also secure such future advances as shall be made at the mortgagee's option to said mortgagor, prior to the payment in full of these presents not exceeding in the aggregate the sum of fifteen hundred dollars as provided by the Acts of 1955 Annotated Code of Maryland.

THIS loan may be prepaid in whole or in part, and when the amount prepaid in any one year, equals or exceeds twenty per cent (20%) of the original principal amount of the loan, ninety (90) days interest on the amount prepaid will be charged for the acceptance of such prepayment.

Together, with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said MORTGAGOR hereby assigns to said MORTGAGEE, its successors and assigns, as additional security for the performance of the covenants hereinafter contained; and upon default in any of said covenants, said MORTGAGEE, its successors and assigns, is hereby authorized to collect said rents and profits, and/or to rent said premises for the account of said MORTGAGOR, and to use the said rents and profits so collected, after deducting all costs of collection, administration and repairs necessary to the maintenance of said premises in a tenantable condition, to the account of said MORTGAGOR.

To Have and to Hold the ... lot of ground and premises unto the ... body corporate ... its successors and assigns for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of ninety-six dollars (\$96.00) payable in equal half-yearly installments on the - -fifteenth- - days of - May - and November. in each and every year.

If however the said MORTGAGOR shall make the payments and perform the covenants herein on his part contained, then this mortgage shall be void.

And the said Mortgagor, hereby covenants and agrees with the said MORTGAGEE, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the MORTGAGEE, its successors and assigns during the continuance of this mortgage, ~~monthly~~ monthly sum equal to 1/12 of the aggregate of the ground rent (if any), water rent, taxes, public charges and assessments and insurance premiums chargeable or assessed against said property ~~monthly~~ upon the same day of each month thereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to be used by said MORTGAGEE, its successors and assigns, in payment of the ground rent, water rent, taxes and insurance premium when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of said MORTGAGEE, or its assigns, be credited as a payment on account of the principal mortgage debt; and the MORTGAGOR further agrees that should said special fund at any time be insufficient, by reason of an increase in the tax or water rates, or from any other cause, to pay said charges when due, that he, his heirs, personal representatives or assigns will on demand pay such deficiency; said MORTGAGOR further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged or on the mortgage debt or interest herein covenanted to be paid.

Said Mortgagor also covenants and agrees:—(a) to keep the improvements on said property in good repair; (b) to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the MORTGAGEE, or its assigns, in such company or companies designated by, and in amounts required by the MORTGAGEE, its successors and assigns, and to cause the policies thereof to be so framed as to inure to the benefit of said MORTGAGEE, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the MORTGAGEE, its successors and assigns; (c) that it shall be deemed a default under this mortgage if the MORTGAGOR shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the MORTGAGEE; (d) that the MORTGAGOR specially warrants the property herein mortgaged and the MORTGAGOR will execute such further assurances thereof as may be requisite.

And it is Agreed that until default be made herein, the said MORTGAGOR or his assigns may retain possession of the hereby mortgaged property.

And in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the MORTGAGEE, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and the said MORTGAGOR hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said MORTGAGOR hereby also authorizes and directs the said MORTGAGEE, its successors and assigns, or KARL M. LEVY

its duly authorized Attorney or Agent, after any default in any of the payments covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto; and it is agreed that upon the institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the MORTGAGEE before sale, the said MORTGAGOR shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars (\$50.00) to the attorney or solicitor instituting such proceedings; and the said MORTGAGOR, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, after fifteen (15) days prior written notice to the MORTGAGOR, of intention to advertise whether under the assent to a decree or under the power of sale, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and 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 order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commission the said MORTGAGOR for himself, his heirs, personal representatives and assigns does hereby covenant and agree to pay; and the said MORTGAGEE, its successors and assigns, or KARL M. LEVY 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, interest, costs, expenses and commission, and it is further 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 SEVENTY-FIVE Dollars for conducting the proceedings, if without contest, but if legal service be rendered to the MORTGAGEE or its assigns, or to the trustee or party selling under the 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 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 the same shall have then matured or not; and third, the balance, if any, to the said MORTGAGOR, his heirs, personal representatives or assigns.

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; whenever there shall be two or more MORTGAGORS hereunder all obligations of said MORTGAGORS shall be joint and several.

Witness the hand and seal of said MORTGAGOR

TEST:

Vincent J. Marchiano (SEAL)
Vincent J. Marchiano

Karl M. Levy
Karl M. Levy

..... (SEAL)
..... (SEAL)
..... (SEAL)

LIBER 111 PAGE 296

State of Maryland, Baltimore City, ss

I hereby certify, that on this 15th day of November one thousand, nine hundred and fifty-seven, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared

VINCENT J. MARCHIANO

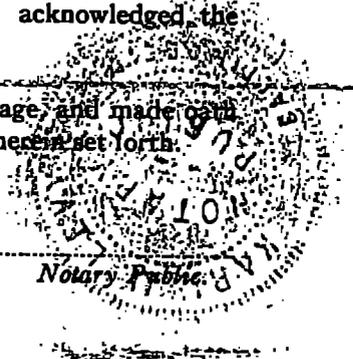
the MORTGAGOR named in the foregoing mortgage, and he acknowledged the foregoing mortgage to be his act.

At the same time also appeared W. RAMSAY COULSON President of the MORTGAGEE named in the foregoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona-fide as therein set forth.

As witness my hand and Notarial Seal.

Rec'd for record Nov 18 1957 1:20 PM
Mailed to Levy & Ditto

Karl M. Levy
Karl M. Levy



#6c-516
3 J

Mortgage

FROM

VINCENT J. MARCHIANO

TO

CENTURY SAVINGS AND LOAN

ASSOCIATION OF BALTIMORE

CITY, INC.

REC'D FOR RECORD IN
LANE RECORDS OF
ANNE ARUNDEL COUNTY
NOV 18 PM 1:20
RECORDED IN LIBERTIC
FOLIO 77
GEORGE CROMWELL, CLERK
Notary Public

Cost of record \$ 1.10

LEVY AND DITTO
ATTORNEYS AT LAW
804-808 FIDELITY BUILDING
BALTIMORE, MD.

1000-1-57-J. D. L.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

KARL M. LEVY, Attorney named in
Mortgage

VS.

VINCENT J. MARCHIANO

Mr. Clerk:

Please file, etc.

Levy & Ditto
Attorneys

STATEMENT OF MORTGAGE CLAIM

12614

LIBER 111 PAGE 297
IN THE

KARL M. LEVY, Attorney named in
mortgage, from
VINCENT J. MARCHIANO to
CENTURY SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE CITY, INC.

vs. PLAINTIFF

VINCENT J. MARCHIANO

DEFENDANT

CIRCUIT COURT

FOR
~~XORX~~

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~ WX
IN EQUITY

DOCKET
FOLIO

No. 12,614 Equity

STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	\$10,300.00
Interest to May 13th 1958	305.66
Late charge (5 months)	10.30
	<u>10,615.96</u>
Credit in expense account	82.00
	<u>10,533.96</u>
Amount paid on loan	<u>-----</u>
Balance due	\$10,533.96

Joyce M. Plymire
Joyce M. Plymire, Asst. Treasurer



STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 7th day of May in the
year nineteen hundred and fifty-eight, before me, ~~XX~~ a Notary Public of the
State of Maryland, in and for said City of Baltimore, personally appeared
JOYCE M. PLYMIRE, Asst. Treasurer of the Century Savings and Loan
Association of Baltimore City, Inc.

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.

1958 MAY -8 10 16

As witness my hand and Notarial Seal,

Harold P. Prock
Notary Public.

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

12617

KARL M. LEVY, Attorney named in
mortgage from

LIBER 111 PAGE 298
IN THE

VINCENT J. MARCHIANO to
CENTURY SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY,
INC.

CIRCUIT COURT

for
ANNE ARUNDEL COUNTY
BALTIMORE MARY

PLAINTIFF

IN EQUITY

VINCENT J. MARCHIANO

No. 12,614 Equity

DEFENDANT

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 Robert S. Clark, Treasurer of Century
Savings and Loan Association of Baltimore City, Inc.

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 or-
dered to report for military service.

Robert S. Clark
Affiant.

Subscribed and sworn to before me

this 7th day of May 1958.

Harold G. Lovick
Notary Public

FILED

1958 MAY -8 AM 10:16

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

LIBER

111

PAGE 299

No. 12, 614 Equity

LIBER

9

PAGE 298

KNOW ALL MEN BY THESE PRESENTS:

That we, Karl M. Levy
805 Fidelity Building
Baltimore 1, Maryland as Principal,
 and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Thousand (\$11,000.00) 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 6th day of May
 in the year of our Lord 1958

Whereas, the above bounden Karl M. Levy
 by virtue of the power contained in a mortgage from Vincent J. Marchiano
 to Century Savings and Loan Association of Baltimore City
 bearing date the November 15, 1957 day of _____ and recorded
 among the mortgage records of Anne Arundel County
 in Liber GTC No. 1167 Folio 71 and Karl M. Levy
 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 Karl M. Levy
 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 Karl M. Levy
 has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Bethie L. Breden

Karl M. Levy

(SEAL)

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Rosalie Ziegler
Rosalie Ziegler **FILED** As to Surety

By *Joseph C. McHugh*
Joseph C. McHugh Attorney-in-Fact

MD3228a-500, 1-51 129351
Mortgagee's or Attorney's Bppd -

1958 MAY -8 AM 10:16

Bond approved this 5th day of May, 1958
George T. Cromwell, Clerk

8

LEVY AND DITTO, Solicitors
805 Edgely Building
Baltimore, Maryland

**Attorney's
Sale
OF VALUABLE
LEASEHOLD
PROPERTY**

KNOWN AS LOT 24 PLAT OF
MAGOTHY FORGE
ON THE NORTHWEST SIDE OF
CARROLL ROAD AND IMPROV-
ED BY A ONE STORY STONE
AND FRAME DWELLING.

In pursuance of the power con-
tained in a mortgage from Vin-
cent J. Marchiano to Century Sav-
ings and Loan Association of
Baltimore City, Inc. dated Novem-
ber 15, 1957 and recorded among
the Land Records of Anne Arun-
del County in Liber G.T.C. No.
1167, folio 71, the undersigned At-
torney named in said mortgage
(default having occurred therein)
will sell by Public Auction on the
premises on

**Tues., May 13, 1958
at 3:00 o'clock P.M.**

All that lot of ground and the
improvements thereon situate in
the Third Election District of
Anne Arundel County, State of
Maryland, and described as fol-
lows:

BEING known and designated
as Lot No. 24, as shown on a
certain Plat entitled "Plat of
Magothy Forge" prepared by J.
R. McCrone, Civil Engineer, in
April, 1953 and recorded among
the Plat Records of Anne Arun-
del County in Plat Book No. 24,
folio 1; formerly Plat Cabinet
No. 4 Rod G-5 Plat No. 11.

Said lot having a frontage of
seventy-five feet on the north-
west side of Carroll Road, with
a depth northwesterly of one
hundred seventy-five feet, all as
shown on the aforesaid Plat of
Magothy Forge.

The above property is subject
to an annual ground rent of ninety-
six dollars (\$96.00).

TERMS OF SALE: A cash de-
posit of Five Hundred Dollars
(\$500.00) will be required of the
Purchaser at the time and place
of sale. Balance of purchase mon-
ey to be paid in cash upon final
ratification of sale by the Circuit
Court for Anne Arundel County
and to bear interest at the rate
of six per centum (6%) per an-
num from day of sale to day of
settlement. Taxes and all other
public charges, including water
and sewer benefit charges, if any,
to be adjusted to the day of sale;
cost of all Revenue Stamps to be
borne by purchaser.

KARL M. LEVY,
Attorney named in Mortgage
ALEX COOPER, Auctioneer

M-8

OFFICE
LIBER 111 PAGE 300
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

Attorney's Sale
Equity 12,614
Vincent J. Marchiano

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *4*

successive weeks before the *13th*

day of *May*, 1958. The first

insertion being made the *17th* day of

April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

FILED
1958 MAY
Y 14 PM 2:58

9

KARL M. LEVY
ATTORNEY NAMED IN MORTGAGE

PLAINTIFF

VS.

VINCENT J. MARCHIANO

DEFENDANT

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

DOCKET 17 FOLIO 287

12, 614

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of Karl M. Levy, Attorney named in Mortgage filed in the above entitled cause, respectfully shows:

1. That after giving bond with security for the faithful discharge of his duties as such Attorney, which was duly approved, and having given twenty days notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, said Attorney, did pursuant to said notice, on Tuesday, May 13th, 1958, at 3:00 o'clock P.M. attend on the premises and then and there sold the leasehold property described in the mortgage filed in the above entitled cause, under the power therein conferred on him, which property is fully described in the attached advertisement of sale, subject to the annual rent of Ninety-six Dollars, unto CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. the highest bidder therefor, at and for the price or sum of EIGHT THOUSAND DOLLARS (\$8,000.00), cash upon ratification of sale, and that said sale was fairly made, and for the most money which could be obtained for said property.

RESPECTFULLY SUBMITTED

Karl M. Levy
Karl M. Levy, Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 14th day of May, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared KARL M. LEVY, Attorney named in Mortgage, filed in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Effie M. Sullivan
Effie M. Sullivan --- Notary Public

1958 MAY 15 PM 12:04
FILED



LEVY AND DITTO, Solicitors
805 Fidelity Building
Baltimore 1, Maryland

**Attorney's
Sale
OF VALUABLE
LEASEHOLD
PROPERTY**

KNOWN AS LOT 24 PLAT OF
MAGOTHY FORGE
ON THE NORTHWEST SIDE OF
CARROLL ROAD AND IMPROV-
ED BY A ONE STORY STONE
AND FRAME DWELLING.

In pursuance of the power con-
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cent J. Marchiano to Century Sav-
ings and Loan Association of
Baltimore City, Inc. dated Novem-
ber 15, 1957 and recorded among
the Land Records of Anne Arun-
del County in Liber G.T.C. No.
1167, folio 71, the undersigned At-
torney named in said mortgage
(default having occurred therein)
will sell by Public Auction on the
premises on

**Tues., May 13, 1958
at 3:00 o'clock P.M.**

All that lot of ground and the
improvements thereon situate in
the Third Election District of
Anne Arundel County, State of
Maryland, and described as fol-
lows:

BEING known and designated
as Lot No. 24, as shown on a
certain Plat entitled "Plat of
Magothy Forge" prepared by J.
R. McCrone, Civil Engineer, in
April, 1953 and recorded among
the Plat Records of Anne Arun-
del County in Plat Book No. 24,
folio 1; formerly Plat Cabinet
No. 4 Rod G-5 Plat No. 11.

Said lot having a frontage of
seventy-five feet on the north-
west side of Carroll Road, with
a depth northwesterly of one
hundred seventy-five feet, all as
shown on the aforesaid Plat of
Magothy Forge.

The above property is subject
to an annual ground rent of ninety-
six dollars (\$96.00).

TERMS OF SALE: A cash de-
posit of Five Hundred Dollars
(\$500.00) will be required of the
Purchaser at the time and place
of sale. Balance of purchase mon-
ey to be paid in cash upon final
ratification of sale by the Circuit
Court for Anne Arundel County
and to bear interest at the rate
of six per centum (6%) per an-
num from day of sale to day of
settlement. Taxes and all other
public charges, including water

and sewer benefit charges, if any,
to be adjusted to the day of sale;
cost of all Revenue Stamps to be
borne by purchaser.

KARL M. LEVY,
Attorney named in Mortgage
ALEX COOPER, Auctioneer

LIBER 111 PAGE 302

M-8

ORDER NISI

LIBER 111 PAGE 303

KARL M. LEVY

ATTORNEY NAMED IN MORTGAGE

VERSUS

VINCENT J. MARCHIANO

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,614

Equity

Ordered, this 15th day of May, 19 58, That the sale of the Property in these proceedings mentioned

made and reported by Karl M. Levy, Attorney named in Mortgage

~~XXXXXXXX~~

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

The report states that the amount of sales ~~was~~ ^{was} \$ 8,000.00

George T. Cromwell

Clerk.

True Copy,

FILED 1958 MAY PM 12:04

TEST: Clerk.

(Final Order)

KARL M. LEVY

ATTORNEY NAMED IN MORTGAGE

VERSUS

VINCENT J. MARCHIANO

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of June, 1958, that the sale made and reported by the ~~Attorney~~ ^{Attorney} aforesaid, be and the same ~~is~~ ^{is} hereby ~~Ratified~~ ^{Finally} 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~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED

1958 JUN 25 PM 1:12

11

LIBER 111 PAGE 304

Alex Cooper AUCTIONEER—REALTOR—APPRAISER

OFFICE: PLAZA 2-4868
RES.: ROGERS 4-0091

212 N. CALVERT STREET
BALTIMORE 2, MARYLAND

May 13, 1958

No. 12,614 Equity

Karl M. Levy, Attorney-named - mortgage
Fidelity Building
Baltimore 1, Maryland

REPORT OF SALE

PROPERTY: Lot 24 Plat of Magothy Forge

SOLD TO: Century Savings and Loan Association

ADDRESS: York Road and Beledere Avenue

AMOUNT OF SALE: \$ 8,000.00

DEPOSIT: - - - -

Very truly yours,

ALEX COOPER, Auctioneer

By: *J. M. Cooper*

This is to certify that the Century Savings and Loan Association of Baltimore City, Inc. bought in the foregoing property at the foreclosure sale held Tuesday, May 13th, 1958 for the sum of \$8,000.00.

CENTURY SAVINGS AND LOAN ASSOCIATION OF
BALTIMORE CITY, INC.

FILED BY: *W. Ramsay Coulson*

W. Ramsay Coulson - - - President

1958 MAY 23 AM 11:00

OFFICE

Maryland Gazette

LIBER 111 PAGE 305

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. 12,614 Equity
KARL M. LEVY
Attorney Named in Mortgage
VERSUS
VINCENT J. MARCHIANO

Ordered, this 15th day of May, 1958. That the sale of the property in these proceedings mentioned made and reported by Karl M. Levy, Attorney named in Mortgage. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was \$8,000.00.
GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Ju-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 23, 1958

We hereby certify, that the annexed

Order Nisi, Sale
Eq. 12,614.

Vincent J. Marchiano

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 23rd

day of June, 1958. The first

insertion being made the 22nd

day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 2375 1958 JUN 24 PM 12:00

H. W. Titghman

In the Case of

Karl M. Levy,
Attorney named in Mortgage
VS.
Vincent J. Marchiano

In the
Circuit Court

For
Anne Arundel County
No. 12,614 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.

[Large area of horizontal dotted lines for text entry]

July 8, 1958

All of which is respectfully submitted.

Laura R. Jackson
Auditor.

FILED

1958 JUL 12 AM 11:23

14

Dr.

in ac.

Karl M. Levy, Attorney named in Mortgage vs. Vincent J. Marchiano

To Attorney for Fee, in lieu of fee and Commissions, viz:	175 00	175 00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account	13 50	51 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	50 00	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
The Sunpaper - advertising sale	29 40	
Fidelity & Deposit Co. of Md. - bond premium	44 00	
Alex Cooper - auctioneer's fee	25 00	
Elliott & Sterkel - additional insurance premium	4 38	
Effie M. Sullivan - notary fee	1 50	
Harold H. Look - notary fees	1 00	168 28
To Attorney for Taxes, viz:		
1958 State and County Taxes	124 82	124 82
To Attorney for Ground Rent, viz:		
Annual ground rent of \$96.00 from 11/15/57 to 5/13/58	47 47	47 47
To Century Savings and Loan Association of Baltimore City, Inc., mortgagee - this balance on account mortgage claim	7,564 27	7,564 27 --
		8,131 34
Amount of mortgage claim filed	10,533 96	
Cr. Amount allowed as above	7,564 27	
Balance subject to decree in personam	2,969 69	

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

Karl M. Levy,
Attorney named in Mortgage
VERSUS

Vincent J. Marchiano

No. 12,614 Equity.

1958
JUL 12
FILED
11:23 AM

ORDERED, This 12 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 18 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 15 day of August next.

George J. Cronwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19 day of August, 1958, that the foregoing 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 20 PM 3:24

Judge

17

Matthew J. Evans

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,614 Equity

KARL M. LEVY
Attorney Named in Mortgage
VERSUS
VINCENT J. MARCHIANO

Ordered, this 12th day of July,
1958. That the Report and Ac-
count of the Auditor, filed this
day in the above entitled cause,
BE RATIFIED AND CONFIRM-
ED, 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-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1958

We hereby certify, that the annexed -----

Order Nisi - Aud. Acct. - Eq. 12614

Vincent J. Marchiano

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.

FILED

1958 AUG 12 PM 7.10

Maria Tate

No. M. G. 2744 -----

18

WILLIAM C. ROGERS, Attorney * IN THE
Named in Mortgage * CIRCUIT COURT
VS * FOR
WARREN R. SEWELL * ANNE ARUNDEL COUNTY

* * * * * *No. 12,604 Equity*

MR. CLERK:

Please docket Suit in the above entitled case
and file Petitioner's Exhibit "A".

[Signature]
WILLIAM C. ROGERS, Attorney
Named in Mortgage

[Signature]
Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Plaintiff

FILED

1958 APR -2 PM 1:31

Together with all buildings and improvements now and hereafter on said land, 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:

LIBER 111 PAGE 313

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **forever in fee-simple.**

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

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 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) 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 rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the mortgage debt secured hereby; and
 - (III) 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 an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of 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 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 any balance remaining in the funds accumulated 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 in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

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

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or

impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, 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 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.

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

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of **thirty (30)** - - - - - days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or **WILLIAM C. ROGERS** - - - - - , its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving 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 or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first to the payment of all expenses incident to such sale, including a counsel fee of **ONE HUNDRED**- Dollars (\$ **100.00** - -) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for **Anne Arundel**- - -County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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

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

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

Witness:

Warren R. Sewell
WARREN R. SEWELL [SEAL]

Gertrude Lang Lyons
GERTRUDE LANG LYONS [SEAL]

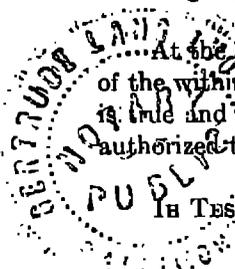
GERTRUDE LANG LYONS

STATE OF MARYLAND, CITY OF BALTIMORE- - - -to wit:

I HEREBY CERTIFY, That on this *5th* day of **June**- - - - 19 **47**, before me, the subscriber, a Notary Public of the State of Maryland, in and for the **City of Baltimore** aforesaid, personally appeared **WARREN R. SEWELL, unmarried**, - - - - - the above named Mortgagors, and **he** - - - - acknowledged the foregoing Mortgage to be **his** - - - - - act.

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

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



Gertrude Lang Lyons
GERTRUDE LANG LYONS
Notary Public

My commission expires May 2, 1949.

Recorded - 9th June, 1947, at 10:15 A.M.

FILE NO.....
WRITTEN BY *[Signature]*
FORM APPROVED.....
READY FOR RECORD *[Signature]*

STATE OF MARYLAND

COUNTY MORTGAGE

WARREN R. SEWELL, unmarried.

TO
THE AUGUSTA BUILDING AND
LOAN ASSOCIATION, INC.

Received for Record *June 9*, 19 *47*.
at *10-15* o'clock
Same day recorded in Liber No. *412*
Folio *153* etc. one of the Mortgage
Records of *[Signature]* County and
examined per *[Signature]* Clerk.
Cost of Records, \$

[Signature]
10/11

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
WARREN R. SEWELL	*	ANNE ARUNDEL COUNTY

* * * * *

No. 12,604 Equity

STATE OF MARYLAND)
) To Wit:
 CITY OF BALTIMORE)

On this ^{MAY} 6th day of ~~March~~, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Warren R. Sewell is the owner of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Warren R. Sewell is not now in the military service of the United States.

[Signature]
 WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

[Signature]
 Notary Public
 THOMAS E. KELLY, JR



FILED
 1958 MAY 10 AM 10:33

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

LIBER 111 PAGE 318

LIBER 9 PAGE 300

No. 12,604 Equity

Know All Men by These Presents:

That we.....William C. Rogers.....
113 E. Baltimore Street, Baltimore 2, Maryland.....as Principal
 and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue
 of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
 are held and firmly bound unto the State of Maryland in the full and just sum of...THREE THOUSAND.....
AND NO/100 (\$3,000.00) - - - - - 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...seventh.....
 day of...May.....in the year nineteen hundred and...fifty-eight.....

Whereas, the above bounden...William C. Rogers.....

by virtue of the power contained in a Mortgage from...Warren R. Sewell to The Augusta.....
Building & Loan Association, Incorporated.....
 bearing date the...5th.....day of...June.....nineteen hundred and...forty-seven
 and recorded among the...Land.....Records of...Anne Arundel County, in Liber...JHH.....
 No...412....., Folio...153....., and...William C. Rogers.....

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

Now the Conditions of this Obligation are Such, That if the above bounden.....
William C. Rogers.....

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

Signed, Sealed and Delivered
 in the presence of

Herbert C. Moore
 Attest: Herbert C. Moore

William C. Rogers (Seal)
 (Seal)
 (Seal)

Witness as to Surety:

F.B. Carr
 F. 1958 MAY 10 AM 10:33
Bond Approved this 10th day of May 1958 George T. Cromwell

UNITED STATES CASUALTY COMPANY
 By...*J.F. Eierman*.....
 J.F. Eierman, Vice-President
 Attest: *G. Lee Burgess*
 G. Lee Burgess, Assistant Secretary

8

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Md.

Attorney's Sale

OF VALUABLE
IMPROVED FEE
SIMPLE PROPERTY
AT MARLEY PARK BEACH,
THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Warren R. Sewell, unmarried, to The Augusta Building and Loan Association, Inc., dated June 5, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 412, folio 153, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, on the premises, on

Tues., May 13, 1958
at 3:45 P.M.

All that lot of ground known as Lot No. 63 in Block N on the Plat of Marley Park Beach, which plat was formerly recorded among the aforesaid Land Records in Plat Book No. 2, folio 11 and is now recorded in Plat Book No. 2, folio 19; said lot being at the corner of Highland and Overhill Roads as shown on said Plat. Being the same lot conveyed to said Warren R. Sewell by William E. Klohr and wife by deed dated June 5, 1947 and recorded among said Land Records in Liber J. H. H. No. 412 folio 150. Subject to the legal operation and effect of restrictions set forth in a deed from the Holloway Co. to Sigler in Liber F.S.R. No. 107, folio 491.

IMPROVEMENTS: Improved with a one-story frame dwelling with 5 rooms and bath.

TERMS OF SALE: Cash: A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 8% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney named in Mortgage
113 E. Baltimore Street,
Baltimore 2, Maryland
ROBERT H. CAMPBELL,
Auctioneer M-8

OFFICE F

Maryland Gazette

LIBER 111 PAGE 319 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

Attorney's Sale

Equity 12.604

Warren R. Sewell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 13th

day of May 1958. The first

insertion being made the 17th day of

April 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

MAY 14 PM 2:58

By

H. Tilghman

9

ROBERT H. CAMPBELL

LIBER 111 PAGE 320

Auctioneer

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Md.

No. 12,604 Gentry

ATTORNEY'S SALE

OF VALUABLE

IMPROVED FEE SIMPLE PROPERTY

AT MARLEY PARK BEACH, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Warren R. Sewell, unmarried, to The Augusta Building and Loan Association, Inc., dated June 5, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 412, folio 153, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, on the premises, on

TUESDAY, MAY 13th, 1958

AT 3:45 P.M.

All that lot of ground known as Lot No. 63 in Block N on the Plat of Marley Park Beach, which plat was formerly recorded among the aforesaid Land Records in Plat Book No. 2, folio 11 and is now recorded in Plat Book No. 2, folio 19; said lot being at the corner of Highland and Overhill Roads as shown on said Plat. Being the same lot conveyed to said Warren R. Sewell by William E. Klohr and wife by deed dated June 5, 1947 and recorded among said Land Records in Liber J.H.H. No. 412, folio 150. Subject to the legal operation and effect of restrictions set forth in a deed from the Holloway Co. to Sigler in Liber F.S.R. No. 107, folio 491.

IMPROVEMENTS: Improved with a one-story frame dwelling with 5 rooms and bath.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,

Attorney named in Mortgage

113 E. Baltimore Street

Baltimore 2, Maryland

FILED

1958 MAY 17 AM 10:20

I hereby certify that I have this 13th day of May, 1958, sold the within described property to SAMUEL BRATMAN

at and for the sum of Three Thousand, Five Hundred and Twenty-five (\$3525.⁰⁰), de being at that figure the highest bidder therefor, and I further certify that said sale was fairly made.

Robert H. Campbell
Robert H. Campbell, Auctioneer

I hereby certify that SAMUEL BRATMAN

has on this 13th day of May, 1958, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Three Thousand Five Hundred & Twenty Five Dollars (\$3525.⁰⁰) and hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Samuel Bratman
Samuel Bratman

FILED
1958 MAY 17 AM 10:20

WILLIAM C. ROGERS, Attorney * IN THE
Named in Mortgage * CIRCUIT COURT
VS * FOR
WARREN R. SEWELL * ANNE ARUNDEL COUNTY

* * * * *

12 5014 Equity

REPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

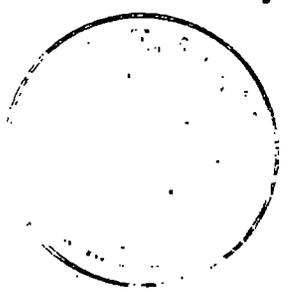
The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property situate at the northwest corner of Highland and Overhill Roads, Plat of Marley Park, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney Named in Mortgage, William C. Rogers, did pursuant to said notice on Tuesday, May 13, 1958, at 3:45 P.M., attend on the premises, and then and there sold at public auction for the highest amount bid the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto Samuel Bratman at and for the price of \$3,525.00.

[Signature]
WILLIAM C. ROGERS, Attorney
Named in Mortgage

STATE OF MARYLAND) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 16th day of May, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



Thomas E. Kelly, Jr.
Notary Public
THOMAS E. KELLY, JR.

FILED

1958 MAY 17 AM 10:20

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Md.

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

AT MARLEY PARK BEACH,
THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a Mortgage from Warren R. Sewell, unmarried, to The Augusta Building and Loan Association, Inc., dated June 5, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 412, folio 153, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, on the premises, on

**Tues., May 13, 1958
at 3:45 P.M.**

All that lot of ground known as Lot No. 63 in Block N on the Plat of Marley Park Beach, which plat was formerly recorded among the aforesaid Land Records in Plat Book No. 2, folio 11 and is now recorded in Plat Book No. 2, folio 19; said lot being at the corner of Highland and Overhill Roads as shown on said Plat. Being the same lot conveyed to said Warren R. Sewell by William E. Klohr and wife by deed dated June 5, 1947 and recorded among said Land Records in Liber J. H. H. No. 412 folio 150. Subject to the legal operation and effect of restrictions set forth in a deed from the Holloway Co. to Sigler in Liber F.S.R. No. 107, folio 491.

IMPROVEMENTS: Improved with a one-story frame dwelling with 5 rooms and bath.

TERMS OF SALE: Cash: A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney named in Mortgage
113 E. Baltimore Street,
Baltimore 2, Maryland
ROBERT H. CAMPBELL,
Auctioneer

M-8

ORDER NISI

LIBER 111 PAGE 324

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,604 Equity

William C. Rogers

Attorney Named in Mortgage

versus

Warren R. Sewell

Ordered, this 17th day of May, 19 58, That the sale of the Property in these proceedings mentioned

made and reported by William C. Rogers, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was \$ 3,525.00

George T. Cromwell Clerk

True Copy,

FILED 1958 MAY 17 AM 10:20

TEST: Clerk

(Final Order)

William C. Rogers

Attorney Named in Mortgage

versus

Warren R. Sewell

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of June, 19 58 that the sale made and reported by the Trustee aforesaid, be and the same in 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.

Matthew J. Brown Judge

FILED

1958 JUN 24 PM 3:36

13

WILLIAM C. ROGERS, Attorney-
Named-In-Mortgage,

*

IN THE
CIRCUIT COURT

VS.

*

OF

WARREN R. SEWELL

*

ANNE ARUNDEL COUNTY
IN EQUITY
Docket No. 17, Folio
281. Case No. 12604

PETITION FOR SUBSTITUTION OF PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Samuel Bratman, by J. Calvin Carney, his
Solicitor, respectfully shows:

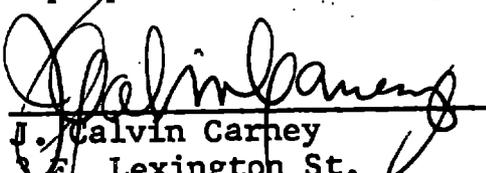
1. That this a proceeding of foreclosure of a first
mortgage on property known as Lot No. 63, Block "N", Marley Park
Beach, Anne Arundel County, Maryland.

2. That the sale of said property was made by William C.
Rogers, Attorney-Named_In- Mortgage, on Tuesday, May 13th, 1958,
to Samuel Bratman.

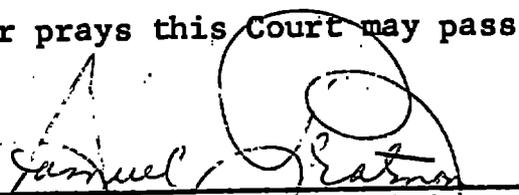
3. That since said sale your Petitioner has sold his
entire interest in said property to Henry John Weber, Adam H.
Weber and Raymond H. Plack.

4. That said Henry John Weber, Adam H. Weber and Raymond
H. Plack desire to be substituted in the place and stead of
your Petitioner.

Wherefore, your Petitioner prays this Court may pass
a proper Order in the premises.



J. Calvin Carney
3 E. Lexington St.
Baltimore 2, Md.
Solicitor for Petitioner



Samuel Bratman, Petitioner

FILED

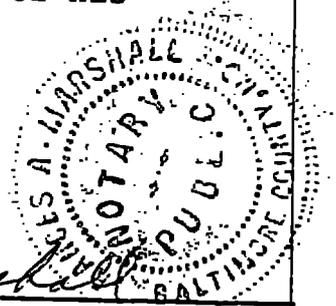
1958 JUN 10 AM 9:44

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 5th day of June, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ^{County} ~~City~~ aforesaid, personally appeared Samuel Bratman, Petitioner, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein set forth to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.



Francis A. Marshall
Notary Public.

We, the undersigned, Henry John Weber, Adam H. Weber and Raymond H. Plack, do hereby request that we be substituted as the purchaser of the property mentioned in the foregoing Petition, in the place and stead of said Samuel Bratman, and agree to be bound by said purchase and to comply with the terms of sale.

Henry John Weber
Henry John Weber
Adam H. Weber
Adam H. Weber
Raymond H. Plack
Raymond H. Plack.

William C. Rogers, Attorney-
named-in-Mortgage

LIBER 111 PAGE 327
In The

Circuit Court

Vs.

For

Warren R. Sewell

Anne Arundel County
In Equity

No. 12,604

ORDER

Upon the foregoing Petition, Affidavit and Assent, it is this 10th day of June, 1958, by the Circuit Court for Anne Arundel County, In Equity, in the above entitled matter, ORDERED, that Henry John Weber, Adam H. Weber and Raymond H. Plack, be, and they are hereby, substituted as purchasers of the property referred to in the foregoing Petition, in the place and stead of Samuel Bratman, with the same rights as Samuel Bratman and with the same obligations as Samuel Bratman.

Benjamin Michaelson
JUDGE.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

FILED

1958 JUN 10 PM 3:31

16

OFFICE OF

Maryland Gazette

LIBER 111 PAGE 328

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1958

We hereby certify that the annexed

Order Nisi - Sale
Eq. 12,604

Warren R. Sewell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 23rd

day of June, 1958. The first

insertion being made the 22nd day of

May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 2393 1958 JUN 12 PM 1:47 By H. Wilghorn

Order Nisi
 IN THE CIRCUIT COURT FOR
 ANNE ARUNDEL COUNTY
 No. 12,604 Equity

WILLIAM C. ROGERS,
 Attorney Named in Mortgage
 versus
 WARREN R. SEWELL

Ordered, this 17th day of May,
 1958, That the sale of the Property
 in these proceedings mentioned,
 made and reported by William C.
 Rogers, Attorney named in Mort-
 gage, BE RATIFIED AND CON-
 FIRMED, unless cause to the con-
 trary thereof 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 Coun-
 ty, once in each of three succes-
 sive weeks before the 23rd day of
 June next.

The report states that the
 amount of sale was \$3,525.00.
 GEORGE T. CROMWELL, Clerk
 True Copy, TEST:
 GEORGE T. CROMWELL, Clerk
 Ju-12

In the Case of

LIBER 111 PAGE 329

William C. Rogers,
Attorney named in Mortgage

vs.

Warren R. Sewell

In the
Circuit Court

For

Anne Arundel County

No. 12,604 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 18, 1958

All of which is respectfully submitted.

Laura R. Hickling
Auditor.

FILED

1958 JUL 22 AM 11:16

Dr. William C. Rogers, Attorney named in Mortgage, vs.

in ac.

Warren R. Sewell

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	136	40	236	40
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	35	75		
Auditor - stating this account	18	00	63	75
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		
Speer Publications, Inc. - handbills	11	84		
U.S. Casualty Co. - bond premium	12	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	2	20		
Thomas E. Kelly, Jr. - notary fees	1	50	123	74
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission- 1958 water and sewer benefit charges (\$8.23) adjusted to 5/13/58	3	34		
Metered water to 5/13/58		39	3	73
To Augusta Building and Loan Ass'n, Inc., mortgagee - in full for mortgage claim	2,705	04	2,705	04
To Baltimore Federal Savings and Loan Ass'n, judgment creditor - this balance on account judgment claim (#7017 Law)	466	50	466	50
			3,599	16
Amount of Judgment Claim:				
Principal	706	62		
Interest from 11/23/55 to 5/23/58	105	99		
Cr. Payment made 5/23/58	812	61		
Balance principal	239	84		
Court costs	572	77		
Attorney's collection fee	19	00		
Recording in Anns Arundel County	105	99		
	4	25		
Cr. Amount allowed above	702	01		
Balance due	466	50		
	235	51		

ORDER NISI

LIBER 111 PAGE 332

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

William C. Rogers,

Attorney named in Mortgage

VERSUS

Warren R. Sewell

No. 12,604

Equity.

1958

JUL 22

AM 11:16

ORDERED, This 22 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 25 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 25 day of August next.

George V. Cronwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26 day of August, 1958, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ ^{Attorney} apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 AUG 26 PM 2:37

*Matthew S. Evans
judge*

21

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 111 PAGE 333

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,604 Equity

WILLIAM C. ROGERS,
Attorney named in Mortgage
VERSUS
WARREN R. SEWELL

Ordered, this 22 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 25 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 25 day of August next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:

GEORGE T. CROMWELL, Clerk
A-7

No. M. C. 3617

22

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1958

We hereby certify, that the annexed

Order Nisi - And. Acct. - Eq. 12604

Warren R. Sewell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 25th day of August, 1958. The first

insertion being made the 24th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 AUG 12 PM 1:10

Marie Tatis

JOHN B. ROWE, ASSIGNEE

VS.

DAVID R. UMPHLETT and
GERALDINE UMPHLETT, his wife,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

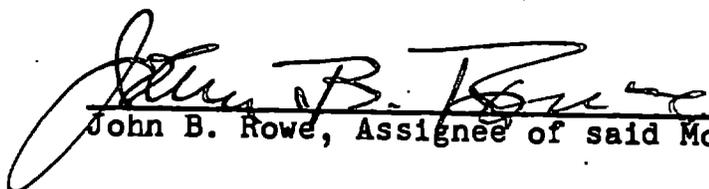
IN EQUITY

12,629

* * * * *

MR. CLERK:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, being a mortgage from the Defendants to First Federal Savings & Loan Association of Brooklyn, dated October 1, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 786, Folio 451, and assigned to the undersigned for the purpose of foreclosure.


John B. Rowe, Assignee of said Mortgage

FILED

1958 APR 25 PM 1:35

Equity 12.627

CITY OR COUNTY FEE OR LEASEHOLD

INSPECTED
S. BOLSTER
C. P. A.

This Mortgage,

made this

1st

LIBER 111 PAGE 335
day of

October

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

DAVID R. UMPHLETT and GERALDINE UMPHLETT, his wife, of
Anne Arundel County, in the State of Maryland, Mortgagor, and

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagee has this day loaned to said **David R. Umphlett and Geraldine Umphlett, his wife,**

the sum of **Nine Thousand (9000.00)** - - - - - dollars,

being the balance of the purchase money for the property herein described, which said sum the said Mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of **five (5%)** per cent per annum, in the manner following:

(\$71.20)

By the payment of **Seventy-one &** - - - - - **20/100** dollars 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 fully paid, interest to be computed by the calendar month; and the said installment payments may be applied by the Mortgagee in the following order:

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

SECOND: Towards the payment of the aforesaid principal sum.

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

This loan may be prepaid, in whole or in part, and when the amount prepaid in any one year exceeds twenty per cent of the original principal amount of the loan, Six (6) months' interest on the amount prepaid in excess of said twenty per cent will be charged as a consideration for the acceptance of such prepayment.

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

NOW THEREFORE, this Mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagor doth grant, convey and assign unto said Mortgagee, its successors and assigns, all that land and premises situate and lying in **Anne Arundel County**, State of Maryland, and described as follows:

BEING KNOWN and DESIGNATED as Lot No. 517 on the Amended Plat of Munroe Gardens, No. "1", filed for record among the Plat Records of Anne Arundel County, Maryland, in Plat Cabinet No. 4, Rod G-6, Plat No. 2.

Being the premises known as No. 517 Wimmer Road, Munroe Gardens.

BEING the same lot of ground which by Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Monumental Homes Corporation, a body corporate, to the within named Mortgagors.

Platiff Ex. No. 1.

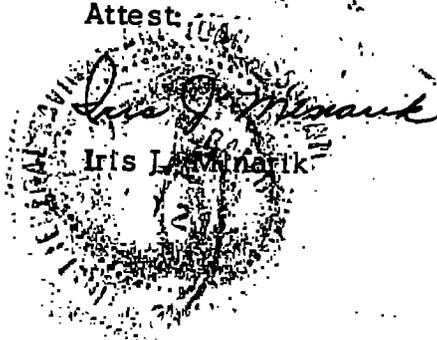
FOR VALUE RECEIVED, The First Federal Savings and Loan Association of Brooklyn, herewith assigns the above and within mortgage unto John B. Rowe for the purpose of foreclosure.

AS WITNESS, The corporate seal of the First Federal Savings and Loan Association of Brooklyn and the signature of Lawrence F. Tieman, President thereof, this 22nd day of April 1958.

Attest:

First Federal Savings and Loan Association of Brooklyn,

Lawrence F. Tieman
Lawrence F. Tieman, President



Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all plumbing, heating, gas and electrical fixtures.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~in fee simple forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Eight (108.00) Dollars payable in semi-annual installments on the 14th days of January and July in each and every year.

If, however, the said Mortgagor shall make the payments and perform the covenants herein contained, then this Mortgage shall be void.

And the said Mortgagor covenants 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, as may be required by the Mortgagee, for the benefit of the Mortgagee in such insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor hereby waiving all right to the possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied.
- 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, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.
- IV. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the Mortgagor shall pay to the Mortgagee, on the first day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this Mortgage, for which foreclosure may be had.

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 person or corporation, other than the Mortgagor, 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. To pay a "late charge" not to exceed Four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

VIII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for Thirty (30) days or after default in the performance of any of the foregoing covenants, for Thirty (30) days.

IX. That, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Thirty-Five dollars for his services in and about the collection of the said Mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor 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 JOHN B. ROWE, 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 \$75.00 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, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

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

AND the said Mortgagor hereby covenants that the property herein described is unencumbered, except as may be herein set forth, that said Mortgagor will warrant specially the said property and will execute such further assurances thereof as may be requisite.

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

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; whenever there shall be two or more Mortgagors hereunder all obligations of said Mortgagors shall be joint and several.

Witness the hand and seal of the said Mortgagor.

WITNESS:

Irene Chernyz
Irene Chernyz

David R. Umphlett (SEAL)
David R. Umphlett
Geraldine Umphlett (SEAL)
Geraldine Umphlett

(SEAL)

(SEAL)

LIBER 786 PAGE 454

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that on this 12th day of October, 1953, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared

DAVID R. UMPHLETT and GERALDINE UMPHLETT, his wife,

and acknowledged the foregoing Mortgage to be their

act. At the same time also appeared **JOHN B. ROWE**, Attorney and 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 further made oath that he is the duly appointed Agent of said body corporate and is authorized to make this affidavit.

Witness my hand and Notarial Seal.

Irene Chernyz
Irene Chernyz, Notary Public

Recorded-6th-Oct.-1953-at-9:00-A.M. "O.P."



MORTGAGE

FROM

DAVID R. IMPHEERT and

GERALDINE IMPHEERT, his wife,

TO

FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BROOKLYN

Block No. _____

Received for record *6 Oct.*

19 *53* at *9* o'clock *A. M.*

Same day recorded in Libeg *8212*

No. *786* folio *451* Re. one of

the Land Records of *A.A. Co.*

and examined per

John B. Rowe
Clerk

Cost of Record \$ *6.00*

ROWE, ROWE & VICK

Attorneys at Law

2 E. LEXINGTON STREET

BALTIMORE 2, MD.

**SHORT ASSIGNMENT
OF MORTGAGE**

FROM

FROM

FIRST FEDERAL SAVINGS & LOAN

ASSOCIATION OF BROOKLYN

TO

JOHN B. ROWE, ASSIGNEE

BLOCK

Received for Record

at _____ o'clock _____ M. Same day

Recorded in Liber M.L.P. No. _____

Folio _____ etc. one of that

Records of Baltimore City, and examined.

Per

Clerk.

Handwritten notes:
No. 12,629
6 p.m.
8 p.m.

FILED

1958 APR 25 PM 1:35

Handwritten: \$1.00

12-227

JOHN B. ROWE, ASSIGNEE

IN THE LIBER 111 PAGE 339

CIRCUIT COURT

FOR
~~XXXX~~

ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~

vs.

DAVID R. UMPHLETT and

GERALDINE UMPHLETT, his wife,

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of JOHN B. ROWE, Assignee

under the mortgage from DAVID R. UMPHLETT and GERALDINE UMPHLETT, his wife,

to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

dated the 1st day of October, 1953, and recorded among the Anne Arundel County Land Records of ~~Baltimore~~, in Liber JHH No. 786 Folio 451

Balance of Principal	\$8,918.88
Interest from March 1, 1958 to May 31, 1958	136.76
Debit property expense account	527.52
Accumulated int. on Debit Exp. Acc't	<u>31.68</u>
Balance due under Mortgage	9,614.84

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 1st day of May in the year nineteen hundred and fifty-eight before me, a Notary Public Baltimore County of the State of Maryland, in and for ~~Baltimore County~~, personally appeared JOHN B. ROWE, ASSIGNEE

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 -2 AM 10:53

Naomi K. Binko
Naomi K. Binko, Notary Public

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

JOHN B. ROWE, ASSIGNEE

vs.

DAVID R. UMPHLETT and

GERALDINE UMPHLETT, his wife,

Equity No. 2, 1942
IN THE

Circuit Court ~~NO. 102~~
FOR
~~XXX~~

~~XXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY

LIBER 111 PAGE 340

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..... LAWRENCE F. TIEMAN, President of First.....
Federal Savings & Loan Association of Brooklyn.....

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^{are}s not in the military service of the United States,

(2) said defendant^{are}s not in the military service of any nation allied with the United States,

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

(4) said defendant^{are}s not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

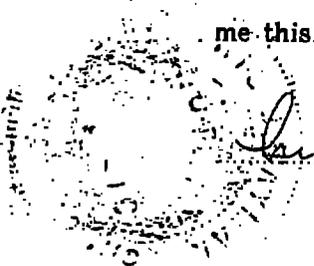
Lawrence F. Tieman
Affiant.

Lawrence F. Tieman

Subscribed and sworn to before

me this *29th* day of *April* 19.....

Eric J. Jayman
Notary Public



FILED

1958 MAY -2 AM 10:53

Equity No. 12,629

Maryland Casualty Bond

1-369

ASSIGNEE'S BOND

LIBER 111 PAGE 341

263147



LIBER 9 PAGE 303

227 ST. PAUL STREET BALTIMORE, MD

60 JOHN STREET NEW YORK, N. Y.

Know All Men by These Presents:

That we John B. Rowe - #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 TEN THOUSAND AND 00/100 (\$10,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 13th day of May in the year nineteen hundred and fifty-eight

Whereas, the above bounden John B. Rowe

by virtue of the power contained in a Mortgage from David R. Umphlett and Geraldine Umphlett his wife to the First Federal Savings & Loan Association of Brooklyn bearing date the 1st day of October nineteen hundred and fifty-three and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 786, Folio 451, 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

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

John B. Rowe (Seal)

Harold M. Kirk As to Surety: M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

FILED

1958 MAY 17 AM 9:42

Bond approved this 17th day of May 1958 George T. Cromwell, Clerk

JOHN B. ROWE, ASSIGNEE

VS.

DAVID R. UMPHLETT and
GERALDINE UMPHLETT, his wife,

* IN THE
* CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* IN EQUITY

12,629-

* * * * *

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, May 23, 1958, at 4 o'clock, p.m., E.D.T., attend on the premises and then and there sold by Public Auction the leasehold 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-four Hundred Fifty (\$8450.00) Dollars, subject to an annual rent of One Hundred Eight (\$108.00) Dollars; the said purchaser at the price mentioned, being the highest bidder therefor.

Respectfully submitted,

John B. Rowe
John B. Rowe, Assignee of said Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, 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 and for Baltimore County, personally appeared JOHN B. ROWE, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

FILED

1958 MAY 27 AM 11:18

Naomi K. Binko
Naomi K. Binko, Notary Public



ORDER NISI

LIBER. 111 PAGE 343
IN THE

John B. Rowe, Assignee

versus

David R. Umphlett and
Geraldine Umphlett, his wife

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,629 Equity

Ordered, this 27th day of May, 19 58 That the sale of the
Property in these proceedings mentioned
made and reported by John B. Rowe, Assignee

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

The report states that the amount of sale ~~XXXX~~ was \$ 8,450.00

George T. Cromwell Clerk.

True Copy,

Filed 1958 May 27 AM 11:18

TEST: Clerk.

(Final Order)

John B. Rowe, Assignee

versus

David R. Umphlett and
Geraldine Umphlett, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This ~~27th~~ *8th* day of ~~May~~ *July*, 19 ~~58~~ *58*,
that the sale made and reported by the ~~Assignee~~ aforesaid, be and the same ~~is~~ *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 ~~Assignee~~ *Assignee* allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1958 JUL -9 AM 11:40

ROWE, ROWE & VICK, Attys.
2 East Lexington St.
Baltimore 2, Md.

Mortgage Sale

LEASEHOLD DWELLING

517 WIMMER RD. MUNROE
GARDENS, GLEN BURNIE,
ANNE ARUNDEL CO., MD.

By virtue of the power contained in a Mortgage from David R. Umphlett and wife, to First Federal Savings and Loan Association of Brooklyn, dated October 1, 1953, recorded among the Land Records of Anne Arundel County in Liber JHH No. 786, Folio 451, which Mortgage has been assigned to John B. Rowe for the purpose of foreclosure, the undersigned will sell at public auction on the premises on

**Friday, May, 23, 1958
at 4:00 P. M. E. D. T.**

All that leasehold real estate situate in Anne Arundel Co., Md., described as follows:

BEING KNOWN and DESIGNATED as Lot No. 517 on the Amended Plat of Munroe Gardens, No. "1", filed for record among the Plat Records of Anne Arundel County, Maryland, in Plat Cabinet No. 4, Rod G-6, Plat No. 2.

Said lot having a frontage of 60 feet on the East side of Wimmer Road, with a depth easterly of 100 feet.

Subject to an annual ground rent of \$108.00 payable in equal semi-annual installments on the 14th day of January and July.

Improved by a frame dwelling.

TERMS OF SALE: A cash deposit of \$750.00 required of the Purchaser at the time and place of sale; balance of purchase money with interest thereon at the rate of six per cent per annum to be paid in cash upon final ratification of sale.

All expenses including taxes, ground rent, and Anne Arundel Co. sanitary charges, to be adjusted to day of sale.

JOHN B. ROWE,

Assignee of Mortgage
T.C.W. HOBBS & CO.,
Auctioneers

M-22

OFF 3 OF

Maryland Gazette

LIBER 111 PAGE 344 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29 1958

We hereby certify, that the annexed

Mortgage Sale

12.629 Equity

David R. Umphlett

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 23rd

day of May 1958. The first

insertion being made the 1st day of

May 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1958 MAY 29 PM 3:22

Maryland Gazette

LIBER 111 PAGE 345 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. 12,629 Equity

JOHN B. ROWE, Assignee
VERSUS
DAVID R. UMPHLETT and
GERALDINE UMPHLETT, his
wife

Ordered, this 27th day of May, 1958. That the sale of the property in these proceedings mentioned made and reported by John B. Rowe, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was \$8,450.00.
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 Sale
Eq. 12,629

David R. Umphlett

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 July, 1958. The first

insertion being made the 2nd

day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

FILED

No. M. C. 1958 JUL -8 AM 11:55

12

In the Case of

John B. Rowe,

Assignee

VS.

David R. Umphlett

and

Geraldine Umphlett, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,629

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 14, 1958

All of which is respectfully submitted.

Laura R. Dickling
Auditor.

FILED
1958 JUL 18 AM 11:05

Dr.

in ac.

John B. Rowe, Assignee vs. David R. Umphlett and Geraldine Umphlett, his wife

To Assignee for Fee, viz:	75 00	
To Assignee for Commissions, viz:	283 50	358 50
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	38 76	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
The Sun - advertising sale	9 50	
New Amsterdam Casualty Co. -bond premium	40 00	
T. C. W. Hobbs - auctioneer's fee	40 00	
Clerk of Court - recording assignment	1 00	
One-half Federal documentary stamps	4 68	
One-half State documentary stamps	4 67	
Naomi K. Binko - notary fees	1 00	153 61
To Assignee for Ground Rent, viz:		
Annual ground rent of \$108.00 from 1/14/58 to 5/23/58	38 70	38 70
To First Federal Savings and Loan Ass'n of Brooklyn, mortgagee - this balance on account mortgage claim	7,953 59	7,953 59
		8,555 90
Amount of mortgage claim filed	9,614 84	
Cr. Amount allowed above	7,953 59	
Balance subject to decree in personam	1,661 25	

ORDER NISI

LIBER 111 PAGE 349

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

John B. Rowe, Assignee
VERSUS
David R. Umphlett
and
Geraldine Umphlett, his wife

No. 12,629

Equity.

ORDERED, This 18th 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 25th 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 25th day of August next.

George J. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of August, 1958, that the foregoing 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 26 PM 2:37

Matthew J. Evans
Judge

FILED
1958 JUL 18 AM 11:05

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. 12,629 Equity

JOHN B. ROWE, Assignee VERSUS DAVID R. UMPHLETT and GERALDINE UMPHLETT, his wife

Ordered, this 18th 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 25th 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 25th day of August next.

GEORGE T. CROMWELL, Clerk True Copy: TEST: GEORGE T. CROMWELL, Clerk A-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1958

We hereby certify, that the annexed

Order Nisi - Aud Crest - Eq. 12629

David R. Umphlett

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 25th

day of August, 1958. The first

insertion being made the 24th

day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 AUG 12 PM 1:10

By

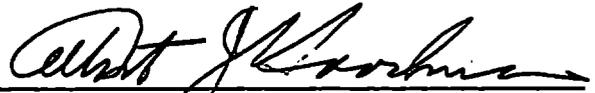
Thomas Tate

No. M. C. 2796

IN THE MATTER OF : NO. 12,658 EQUITY
THE SALE OF :
THE MORTGAGED REAL ESTATE : IN THE CIRCUIT COURT
of ALBERT H. CRIGGER and : FOR
LUCILLE V. CRIGGER, his wife : ANNE ARUNDEL COUNTY
: : : : : :
: : : : : :

Mr. Clerk:

Please file the within original mortgage and statement of mortgage
debt.



Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Attorney Named in Mortgage

Equity No. 12.658

LIBER 1175 PAGE 84

LIBER 111 PAGE 352
day of December,

PURCHASE MONEY
This Mortgage, Made this

16th

in the year nineteen hundred and fifty-seven, by and between ALBERT H. CRIGGER and LUCILLE V. CRIGGER, his wife,

Mortgagors, of Anne Arundel County in the State of Maryland, of the first part, and CHARLOTTE F. BRAUNER and ROSE LEE MEIKLEJOHN,

Mortgagees, of the second part.

WHEREAS, the said mortgagors are justly indebted unto the said mortgagees in the full and just sum of THREE THOUSAND ONE HUNDRED DOLLARS (\$3, 100. 00), being the balance of the unpaid purchase price for the hereinafter-described property, to be repaid in monthly installments of FORTY-FIVE DOLLARS (\$45. 00) each, payable on the 16th day of each and every month hereafter until the full sum of THREE THOUSAND ONE HUNDRED DOLLARS (\$3, 100. 00), together with interest at the rate of six per cent (6%) per annum is paid, said payments to be applied first to the interest on the unpaid balance and the remainder to the principal, and as evidencing the same, have this day passed unto the said mortgagees their joint ^{and several} promissory note of even date herewith in the amount of THREE THOUSAND ONE HUNDRED DOLLARS (\$3, 100. 00), payable in installments as aforesaid; and

WHEREAS, it is hereby agreed and understood that the mortgagors shall have the right and privilege of increasing their installment payments in any amount or to pay the entire debt hereby secured at any time; and the mortgagees hereby agree to accept such payment; and upon the full payment of said debt with all interest up to the date of actual payment, they will release this mortgage; and

WHEREAS, it was a condition precedent to the making of said loan that these presents should be executed the more effectively to secure the same and the interest thereon accrued.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors

do grant and convey unto the said

Mortgagees, as tenants in common, their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in the First Election District of Anne

Arundel County, aforesaid, and described as follows; subject, however, to the restrictions more fully set forth in the deed from Frank I. Williams and wife to Anna M. Wood dated August 24, 1933, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 123, folio 198:

BEING Lots Nos. 1572, 1573, 1574, and 1575, together with the right, title, and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet No. 2, and now filed among the Plat Records of Anne Arundel County in Plat Book 8, folio 9.

BEING the same property which was conveyed to the said Albert H. Crigger and wife by Charlotte F. Brauner, et al., by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1958 MAY -9 AM 11:54

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 CHARLOTTE F. BRAUNER and ROSE LEE MEIKLEJOHN, as tenants in common, their heirs and assigns, forever, in fee simple, subject to the restrictions hereinbefore referred to.

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 THREE THOUSAND ONE HUNDRED (\$3, 100. 00) 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 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, their 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 mortgagees, their

ALBERT J. GOODMAN personal representatives or assigns, or 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 Mortgagees, their 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 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 claims of the said Mortgagees, their 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 Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

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, an attorney's fee of FIFTY DOLLARS (\$50.00), 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 attorney's fee, expenses, costs and commission the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, 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 attorney's fee, 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 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 Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND ONE HUNDRED (\$3,100.00) 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 Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:

Grace R. Hartge
Grace R. Hartge

Albert H. Crigger (SEAL)
Albert H. Crigger
Lucille V. Crigger (SEAL)
Lucille V. Crigger
____ (SEAL)
____ (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 16th day of December, in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of Maryland, in and for the County aforesaid, personally appeared ALBERT H. CRIGGER and LUCILLE V. CRIGGER, his wife,

the Mortgagors named in the foregoing Mortgage, and acknowledged the foregoing Mortgage to be their act. At the same time also appeared CHARLOTTE F. BRAUNER and ROSE LEE MEIKLEJOHN, Mortgagees,

and made oath in due

form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge Notary Public.

Rec'd for record Dec 23, 1957 at 9.53 AM.
Mailed to Albert J. Goodman

MORTGAGE
FROM

ALBERT H. CRIGGER and

LUCILLE V. CRIGGER, his wife

TO

CHARLOTTE F. BRAUNER and

ROSE LEE MEIKLEJOHN

26 East Park St. Annapolis, Md.

BLOCK NO. _____

Received for Record
at _____ o'clock
in Liber _____ No. _____
one of the Land Records of _____
County, _____ State of Maryland.
1957 DEC 23 9:53 AM
RECORDED IN LIBER 1175
FOLIO 810
Examined per _____ Clerk.

Cost of Record, \$ 2.00

ALBERT J. GOODMAN
ATTORNEY AT LAW
156 SOUTH STREET
ANNAPOLIS, MARYLAND

The Dally Record Company, Baltimore, Md.

IN THE MATTER OF : NO. 12,658 EQUITY
 THE SALE OF :
 THE MORTGAGED REAL ESTATE : IN THE CIRCUIT COURT
 of ALBERT H. CRIGGER and : FOR
 LUCILLE V. CRIGGER, his wife : ANNE ARUNDEL COUNTY
 : : : : : :

STATEMENT OF MORTGAGE DEBT

The statement of the mortgage claim of Charlotte F. Brawner and Rose Lee Meiklejohn, under the mortgage from Albert H. Crigger and Lucille V. Crigger, his wife, dated December 16, 1957, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1175, folio 84:

Principal debt as of 12/16/57	3,100.00
Interest 12/16/57 to 6/10/58 @ 6%	<u>90.93</u>
	3,190.93

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of May, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared CHARLOTTE F. BRAWNER and ROSE LEE MEIKLEJOHN, mortgagees, and made oath in due form of law that the above statement of mortgage debt is true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

FILED

Grace R. Hartge
 Grace R. Hartge, Notary Public

1958 MAY -9 AM 11:54



ALBERT J. GOODMAN
 ATTORNEY AT LAW
 ANNAPOLIS, MARYLAND

LIBER 111 PAGE 357

LIBER 9 PAGE 301
"Old and Tried" Organized 1849

IN THE MATTER OF THE
SALE OF THE MORTGAGED
REAL ESTATE OF
ALBERT H. CRIGGER
AND
LUCILLE V. CRIGGER, HIS WIFE



INSURANCE COMPANY
Glens Falls, N. Y.

NO. 12, 658 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Know All Men by these Presents:

THAT WE ALBERT J. GOODMAN

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND FIVE HUNDRED - - - -

(\$3,500.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 9th day of May, nineteen hundred and fifty-eight.

Whereas, by virtue of a power of sale contained in a mortgage from Albert H. Crigger and Lucille V. Crigger, his wife to Charlotte F. Brawner and Rose Lee Meiklejohn bearing date on or about the 16th day of December, nineteen hundred and fifty-seven, the said Albert J. Goodman is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Albert J. Goodman, attorney named in the mortgage ~~by duly recorded assignment of said mortgage to the said Principal, for the purpose of foreclosure, and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;~~

Now the Condition of the above Obligation is such, That if the above bounden Albert J. Goodman 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 such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Albert J. Goodman (SEAL)
Albert J. Goodman

*Bond approved this
13-May-1958
George T. Cromwell, Clerk*

GLENS FALLS INSURANCE COMPANY
L. E. King, Attorney



Form 15182

FILED

1958 MAY 13 AM 10:46

ALBERT J. GOODMAN
Attorney at Law
156 South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE
IMPROVED
REAL ESTATE

LOCATED AT WOODLAND
BEACH, FIRST ELECTION
DISTRICT, ANNE ARUNDEL
COUNTY, MARYLAND

By virtue of a power of sale contained in a mortgage from Albert H. Crigger and Lucille V. Crigger, his wife, to Charlotte F. Brawner and Rose Lee Melklejohn dated December 16, 1957, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1173, folio 84, default having occurred thereunder, the undersigned attorney named in said mortgage, will offer for public sale at the courthouse door in the City of Annapolis, Maryland, on
Tuesday, June 10, 1958
at 11 A. M., D. S. T.

All those lots or parcels of ground situate and lying in the First Election District of Anne Arundel County, Maryland, and described as follows:

Being Lots Nos. 1572, 1573, 1574, and 1575, together with the right, title, and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet No. 2, and now filed among the Plat Records of Anne Arundel County in Plat Book 8, folio 9.

Being the same property which was conveyed to the said Albert H. Crigger and wife by Charlotte F. Brawner, et al., by deed dated December 16, 1957, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1175, folio 81.

This property is improved by a one-story, frame bungalow with a front and back porch, containing two bedrooms, a living room, kitchen and half-bath, with running water and electricity.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement, taxes, insurance, and other expenses to be adjusted to day of sale.

For further particulars, apply to:

ALBERT J. GOODMAN
Attorney Named in Mortgage
156 South Street
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer

Ju-5

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 111 PAGE 358

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 5, 1958

We hereby certify, that the annexed

Attorney's Sale
Equity # 12,658
Albert H. Crigger

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 10th

day of June, 1958. The first

insertion being made the 15th day of

May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUN -6 AM 9:35

H. Tilghman

ALBERT J. GOODMAN
Attorney at Law
156 South Street
Annapolis, Maryland

LIBER 111 PAGE 359

No. 12,658 Gentry

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

LOCATED AT WOODLAND BEACH
FIRST ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a power of sale contained in a mortgage from Albert H. Crigger and Lucille V. Crigger, his wife, to Charlotte F. Brawner and Rose Lee Meiklejohn dated December 16, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1175, folio 84, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for public sale at the courthouse door in the City of Annapolis, Maryland, on

Tuesday, June 10, 1958

AT 11 A.M., D.S.T.

All those lots or parcels of ground situate and lying in the First Election District of Anne Arundel County, Maryland, and described as follows:

Being Lots Nos. 1572, 1573, 1574, and 1575, together with the right, title, and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet No. 2, and now filed among the Plat Records of Anne Arundel County in Plat Book 8, folio 9.

Being the same property which was conveyed to the said Albert H. Crigger and wife by Charlotte F. Brawner, et al., by deed dated December 16, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1175, folio 81.

This property is improved by a one-story, frame bungalow with a front and back porch, containing two bedrooms, a living room, kitchen and half-bath, with running water and electricity.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale with interest from day of sale to date of settlement, taxes, insurance, and other expenses to be adjusted to day of sale.

For Further particulars, apply to:

Albert J. Goodman
Attorney Named in Mortgage
156 South Street
Annapolis, Maryland

FILED

1958 JUN 10 PM 12:27

9

LIBER 111 page 360

IN THE MATTER OF : NO. 12, 658 EQUITY
THE SALE OF :
THE MORTGAGED REAL ESTATE : IN THE CIRCUIT COURT
OF ALBERT H. CRIGGER and : FOR
LUCILLE V. CRIGGER, his wife : ANNE ARUNDEL COUNTY

: : : : : :

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I (we) have purchased at public auction from Albert J. Goodman, Attorney Named in Mortgage, the property described in the advertisement attached hereto for the sum of ONE THOUSAND NINE HUNDRED FIFTY----- DOLLARS (\$ 1,950.00-----); and I (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS my (our) hand(s) and seal(s) this 10th day of June, 1958.

WITNESS:

Grace R. Hartge as to Charlotte F. Brawner (SEAL)
Grace R. Hartge Charlotte F. Brawner
Grace R. Hartge as to Rose Lee Meiklejohn (SEAL)
Grace R. Hartge Rose Lee Meiklejohn

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman, Attorney Named in Mortgage, the property described in the advertisement attached hereto to CHARLOTTE F. BRAWNER and ROSE LEE MEIKLEJOHN at and for the sum of ONE THOUSAND NINE HUNDRED FIFTY----- DOLLARS (\$ 1,950.00-----), they being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED

1958 JUN 10 PM 12:27

AS WITNESS my hand and seal this 10th day of June, 1958.

WITNESS:

Grace B. Hartge Robert H. Campbell (SEAL)
Grace B. Hartge Robert H. Campbell, Auctioneer

IN THE MATTER OF : NO. 12, 658 EQUITY
 THE SALE OF :
 THE MORTGAGED REAL ESTATE : IN THE CIRCUIT COURT
 OF ALBERT H CRIGGER and : FOR
 LUCILLE V. CRIGGER, his wife : ANNE ARUNDEL COUNTY
 : : : : : :

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, attorney named in the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage being in default, having given bond with surety which was duly approved and having given twenty days' notice of the time, place, manner, and terms of sale by advertisement in the "Maryland Gazette," a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the courthouse door in the City of Annapolis, Maryland, on Tuesday, June 10, 1958, at 11 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said mortgage, to wit:

All those lots or parcels of ground situate and lying in the First Election District of Anne Arundel County, Maryland, and described as follows:

Being Lots Nos. 1572, 1573, 1574, and 1575, together with the right, title and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Map of Woodland Beach, District

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1958 JUN 10 PM 12:27

Number One, Anne Arundel County, Maryland, " Sheet No. 2, and now filed among the Plat Records of Anne Arundel County in Plat Book 8, folio 9.

Being the same property which was conveyed to Albert H. Crigger and wife by Charlotte F. Brawner, et al., by deed dated December 16, 1957, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1175, folio 81.

Said property being sold to Charlotte F. Brawner and Rose Lee Meiklejohn at and for the sum of One Thousand Nine Hundred Fifty Dollars (\$1,950.00- - -), they being at that price then and there the highest bidders therefor.

The said purchasers have agreed to comply with the terms of sale.

The agreement of the purchasers, certificate of the auctioneer, and report of sale are filed herewith, all of which are respectfully submitted.

Albert J. Goodman

Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Attorney Named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of June, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, attorney named in the mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge
Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ORDER NISI

LIBER 111 PAGE 364

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

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,658

Equity

ALBERT H. CRIGGER and LUCILLE V. CRIGGER, his wife

Ordered, this 10th day of June, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by Albert J. Goodman, Attorney named in the mortgage

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

The report states that the amount of sale was \$ 1,950.00

FILED 1958 JUN 10 PM 12:27

George T Cromwell Clerk

True Copy,

TEST:

Clerk.

(Final Order)

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

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

ALBERT H. CRIGGER and LUCILLE V. CRIGGER, his wife

Term, 19

ORDERED BY THE COURT, This 15th day of July, 19 58 that the sale made and reported by the Attorney aforesaid, be and the same hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Nicholson Judge

FILED 1958 JUL 15 PM 3:53

Maryland Gazette

LIBER 111 PAGE 365

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. 12,658 Equity

In the Matter of the Sale of the Mortgaged Real Estate of ALBERT H. CRIGGER and LUCILLE V. CRIGGER, his wife. Ordered, this 10th day of June, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Albert J. Goodman, Attorney named in the mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was \$1,950.00. GEORGE T. CROMWELL, Clerk True Copy. TEST: GEORGE T. CROMWELL, Clerk Jy-3

No. M. C. 3191

15

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,658

Albert H. Crigger

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 14th

day of July, 1958. The first

insertion being made the 12th day of

June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUL 28 PM 2:37

Handwritten signature

Dr.

in ac.

In the Matter of the Sale of the Mortgaged Real Estate of
Albert H. Crigger and Lucille V. Crigger, his wife

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	91	81	241	81
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	36	57		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	15	83		
Glens Falls Insurance Co. - bond premium	14	00		
Robert H. Campbell - auctioneer's fee	30	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Grace R. Hartge - notary fees	1	50	114	10
To Attorney for Taxes, viz:				
1958 State and County taxes (\$50.10) - 5 months 10 days	22	50	22	50
To Charlotte F. Brawner and Rose Lee Meiklejohn, mortgagees - this balance on account mortgage claim	1,530	32	1,530	32
			1,960	23
Amount of mortgage claim filed	3,190	93		
Cr. Amount allowed above	1,530	32		
Balance subject to decree in personam	1,660	61		

with

Albert J. Goodman, Attorney named in Mortgage

Cr.

1958

June 10

Proceeds of Sale

1,950 00

Interest on deferred payment of

\$1,755.00 - 35 days

10 23

1,960 23

1,960 23

ORDER NISI

In the Matter of the Sale of
the Mortgaged Real Estate

of ~~VERSUS~~

Albert H. Crigger

and

Lucille V. Crigger, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,658

Equity.

1958 JUL 22 AM 11:35

FILED

ORDERED, This 22 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 25 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 25 day of August next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th 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 26 PM 2:37

Matthew Brown
Judge

19

OFFICE OF

Maryland Gazette

LIBER 111 PAGE 370

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. 12,658 Equity

In the Matter of the Sale of the
Mortgaged Real Estate of
ALBERT H. CRIGGER and
LUCILLE V. CRIGGER, his wife

Ordered, this 22 day of July,
1958. That the Report and Ac-
count of the Auditor, filed this
day in the above entitled cause,
BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
be shown on or before the 25 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
25 day of August next.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1958

We hereby certify, that the annexed _____

Order Nisi - Aud Acct. - Eq. 12658

Albert H. Crigger

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 25th

day of August, 1958. The first

insertion being made the 24th day of

July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By

Muriel Tate

No. M. C. 3620 1958

AUG 12 PM 1:10

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

Plaintiff

Vs.

JOSEPH HOLMES SMYTH and
GRACE M. SMYTH, his wife
106 Steven Road
Anne Arundel County, Maryland
Defendants

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

Case No. *12,628 Equity*

Filed

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY
~~XXXXXXXXXXXXXXXXXXXX~~ IN EQUITY.

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 30th day of September A.D. 1953 the defendants executed and delivered to Baltimore Federal Savings and Loan Association, Baltimore 2, Md., a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of \$ 2100.00 and interest as therein mentioned, ~~XXXXXX~~ which mortgage was short assigned on April 30, 1954 to Metropolitan Life Insurance Company, New York, New York, wherein said mortgagor s 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.

AND WHEREAS, a default has occurred in the payment of principal and interest as provided in said mortgage.

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]
John J. Neubaer, Attorney for Plaintiff

~~XXXXXXXXXXXXXXXXXXXX~~

FILED
1958 APR 25 AM 10:09

MORTGAGE

V 650
REVIEWED BY MARYLAND
MORTGAGE INVESTMENTS
No. 12,628 Equity

THIS MORTGAGE, made this 30th day of September, A. D. 1953, by and between JOSEPH HOLMES SMYTH and GRACE M. SMYTH, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

WHEREAS, the Mortgagor, being a member of the Mortgagee,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ninety-four hundred and No/100ths Dollars (\$ 9400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one half per centum (4 1/2 %) per annum until paid, principal and interest being payable at the office of the said Mortgagee in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-two and 25/100ths Dollars (\$ 52.25), commencing on the first day of October, 19 53, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 19 78. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

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

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

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

BEGINNING FOR THE SAME, and being known as Lot No. 106 on the Flat of Belvedere Heights, said Flat being dated February, 1953 and recorded among the Flat Records of Anne Arundel County on March 13, 1953 in Flat Cabinet 4, Rod G-5, Flat No. 6.

BEING THE SAME lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Admiral Equipment Corporation to the Mortgagors herein.

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the foregoing mortgage and the debt thereby secured, without recourse, ~~representation or warranty~~ to

METROPOLITAN LIFE INSURANCE COMPANY, NEW YORK, NEW YORK, this 30th day of April, 1954.

AS WITNESS: the signature of the said body corporate by the hand of Joseph M. Halsey, its Vice President, and its corporate seal hereto affixed.

ATTEST
Joseph R. Schneider
Joseph R. Schneider, Secretary

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION
By *Joseph M. Halsey*
Joseph M. Halsey Vice, President

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue, New York 10, N.Y.
Plaintiff

vs.

JOSEPH HOLMES SMYTH and
GRACE M. SMYTH, his wife
106 Steven Road, Anne Arundel Co., Md.
Defendants

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

PETITIONER'S EXHIBIT #1

FILED

1958. APR 25 AM 10:09

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

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described ~~and in addition to the same 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~~

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Ninety Dollars, payable half-yearly on the 16th days of March and September in each and every year.

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

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

LIBER 111 PAGE 374

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

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

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

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

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

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

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

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

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

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

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

J.S.
J.S.
J.S.

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

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

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

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

Witness:

John R. Holland, Jr.

 JOHN R. HOLLAND, JR.

James Holmes Smyth [SEAL]

 James Holmes Smyth

Grace M. Smyth [SEAL]

 Grace M. Smyth

 [SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this **30th** day of **September**, 19 **53**, before me, the subscriber, a Notary Public of the State of Maryland, in and for the **City of Baltimore** aforesaid, personally appeared **James Holmes Smyth and Grace M. Smyth, his wife,** the above named Mortgagors, and **they** acknowledged the foregoing mortgage to be **their** act.

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

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

John R. Holland, Jr.

 JOHN R. HOLLAND, JR.

Recorded-5th-Oct.-1953-at-9:00-A.M.



Application No. **31531**
 Written by _____
 Approved by _____
 Ready for Record _____
 Examiner _____

LIBER 786 PAGE 582

LIBER 111 PAGE 375

1-0505

(2)
LIBER 111 PAGE 376
STATE OF MARYLAND

Mortgage

FROM

JAMES HOLMES SMYTH and
GRACE M. SMYTH, his wife,

TO

BALTIMORE FEDERAL SAVINGS
AND LOAN ASSOCIATION

Received for Record 5:00 P.M.
19 13, at 9 o'clock A. M.
Same day recorded in Liber 1716
No. 786 Folio 578 &c.,
one of the Land Records of A.A. Co.

and examined per
John H. Hopkins, 3rd Clerk.
Cost of Record, \$ 5.00

U. S. GOVERNMENT PRINTING OFFICE 16-70890-4

CP
MLI#G 119825

**SHORT ASSIGNMENT
OF MORTGAGE**

FROM

BALTIMORE FEDERAL SAVINGS AND LOAN
ASSOCIATION

TO

METROPOLITAN LIFE INSURANCE COMPANY,
NEW YORK, NEW YORK

BLOCK

Received for Record 4, May, 1954
12:30 o'clock P. M. Same day
Recorded in Liber ~~1716~~ No. J.H.H.
Folio 582 etc., one of the 786
Records of ~~Baltimore~~ and examined.
Per *Anne Arundel Co.*

JOHN H. HOPKINS, 3rd

William V. Callwell Clerk.
Callwell
Fayette St. Paul St.
Balt. 2, Md.

950
CP 119825
Pd 1.75

ANNE ARUNDEL COUNTY DOCKET FOLIO

Decree in Circuit Court for ~~Baltimore County~~

CASE NO. *12,628 Equity*

METROPOLITAN LIFE INSURANCE COMPANY

FILED

1 Madison Avenue

New York 10, New York

Plaintiff

Vs.

IN THE
CIRCUIT COURT

FOR

JOSEPH HOLMES SMYTH and

GRACE M. SMYTH, his wife

106 Steven Road

Anne Arundel County, Maryland

Defendants

~~Baltimore County~~
ANNE ARUNDEL COUNTY, IN EQUITY

TERM, 19

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 *25th* day of *April*, in the year nineteen hundred and ~~fifty-eight~~ by the Circuit Court of Baltimore County, ADJUDGED,

ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage;

John J. Neubauer and Robert J. Neubauer that ~~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

Ten Thousand Dollars, 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, having given at least three weeks' notice by advertisement, inserted in such ~~daily or~~ *daily or* newspaper or newspapers published in ~~Baltimore~~ *Anne Arundel* County as

they shall think proper, of the time, place, manner and terms of sale, which shall be ~~in cash~~ *all cash*, and the unpaid balance of the said price to bear interest from the day of sale and be paid upon ratification of sale;

~~the interest thereon shall be paid by the purchaser or purchasers~~ 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 ~~personal representatives~~ the property and estate to him, her or them sold, 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 he 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.

FILED

1958 APR 25 PM 3:17

Benjamin Michaelson
Judge

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

Plaintiff

vs.

JOSEPH HOLMES SMYTH and
GRACE M. SMYTH, his wife
106 Steven Road
Anne Arundel County, Maryland

Defendants

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,628 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 23rd day of April, 1958,
before me, the subscriber, a Notary Public of the State of Maryland, in and
for Baltimore City, personally appeared JOHN J. NEUBAUER, 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 of America;
- (2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;
- (3) Said Defendant has not been ordered to report for induction under the Selective Training and Service Act;
- (4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

Kenneth J. Gaens
Kenneth J. Gaens Notary Public

John J. Neubauer
John J. Neubauer - Affiant



FILED

1958 APR 29 PM 1:14

IN THE CIRCUIT COURT

OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 9 PAGE 292

No. 12,628 Equity

Metropolitan Life Insurance Company

versus

BOND OF TRUSTEE TO SELL Real Estate

Joseph Holmes Smyth and Grace M. Smyth, his wife

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, Baltimore, Maryland

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of 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, 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 29th day of April in the year of our Lord one thousand, nine hundred and fifty eight.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and Robert J. Neubauer

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County Real Estate have been appointed trustees to sell mentioned in the proceedings in the case of

Metropolitan Life Insurance Company

versus

Joseph Holmes Smyth and Grace M. Smyth, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

John J. Neubauer and Robert J. Neubauer

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.

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)
John J. Neubauer

Robert J. Neubauer (SEAL)
Robert J. Neubauer

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Howard J. McNamee*
Howard J. McNamee
Attorney in fact.



*Bond Approved this 1st day of May, 1958
George F. Cromwell
Clerk*

FILED

1958 MAY -1 AM 11:15

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

Plaintiff

vs.

JOSEPH HOLMES SMYTH and
GRACE M. SMYTH, his wife
106 Steven Road
Anne Arundel County, Maryland

Defendants

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

#12,628 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, New York 10, New York, under the mortgage from Joseph Holmes Smyth and Grace M. Smyth, his wife, to Baltimore Federal Savings and Loan Association, dated the 30th day of September, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 786, folio 578, which mortgage was on April 30, 1954 short-assigned to Metropolitan Life Insurance Company:

Principal amount of mortgage	\$ 9400.00
Less payments made on account.	<u>1141.47</u>
Balance on principal	\$ 8258.53
LESS:	
Credit in expense account.	<u>83.26</u>
Net balance on account of principal.	\$ 8175.27
Interest to May 26, 1958	<u>210.50</u>
Balance due on principal and interest.	\$ 8385.77

Daily interest is \$ 1.02

1958 MAY -2 AM 11:23
FILED



METROPOLITAN LIFE INSURANCE COMPANY

BY: [Signature]
M. F. GOODBODY THIRD Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 30th day of April in the year one thousand, nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of New York, in and for said County of New York, personally appeared M. F. GOODBODY, Vice-President of METROPOLITAN LIFE INSURANCE COMPANY, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS, my hand and notarial seal, the day and year last above written.

S. FRANK CLOUTING
NOTARY PUBLIC, State of New York
No. 31-0867700
Qualified in New York County
Commission Expires: March 30, 1958

[Signature]
Notary Public
My commission expires: MAR 30 1959

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

—IN THE—

CIRCUIT COURT

LIBER 111 PAGE 381

Plaintiff
VS.

—FOR—

JOSEPH HOLMES SMYTH and
GRACE M. SMYTH, his wife
106 Steven Road
Anne Arundel County, Maryland

Equity No. 12,628
~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY
Anne Arundel

Defendants
TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE~~ COUNTY:

The Report of Sale of John J. Neubauer and Robert J. Neubauer -----

Trustee s appointed by the decree in the above entitled cause to make sale of leasehold
property situate in the Third Election District of Anne Arundel County, known as
Lot 106 Steven Road, Belvedere Heights, Anne Arundel County, Maryland,

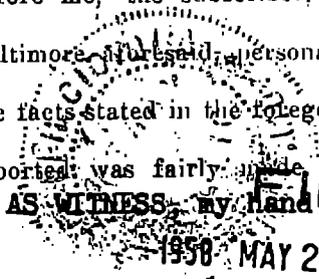
in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security
for the faithful discharge of their trust as prescribed by said decree, which was duly
approved, and having given notice of the time, place, manner and terms of sale by advertisements
inserted in the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

----- a weekly newspaper, published in Anne Arundel
~~Baltimore~~ County, for
more than three successive weeks preceding the day of sale, said Trustee s did pursuant
to said notice on Monday the 26th day of May, 1958,
at 3:00 o'clock, P.M., attend on the premises and then and there sold
the leasehold property to Metropolitan Life Insurance Company, New York 10, New York,
at and for the price of Eight Thousand and 00/100 Dollars (\$8,000.00);
it being the highest bidder therefor. Said property being subject to the
payment of an annual ground rent of Ninety and 00/100 Dollars (\$90.00), payable
in equal semi-annual installments on the 18th days of March and September, in
each and every year.

John J. Neubauer
John J. Neubauer - Trustee
Robert J. Neubauer
Robert J. Neubauer - Trustee

CITY OF BALTIMORE, to wit:
State of Maryland, ~~Baltimore, City of Baltimore, Md.~~

I Hereby Certify, that on this 26th day May, 1958
before me, the subscriber, a Notary Public of the State of Maryland, in and for the City
Baltimore, ~~County of Baltimore,~~ personally appeared John J. Neubauer and Robert J. Neubauer
Trustee s 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.
Joseph Ciotola
Joseph Ciotola Notary Public

ORDER NISI

LIBER 111 PAGE 382

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,628 Equity
May 1958

Metropolitan Life Insurance Company

versus

Joseph Holmes Smyth and

Grace M. Smyth, his wife

Ordered, this 27 day of

Property in these Proceedings mentioned,

made and reported by John J. Neubauer and Robert J. Neubauer,

Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7

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 7

day of July next.

The report states that the amount of sales ^{was} ~~was~~ \$8,000.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Metropolitan Life Insurance Company

versus

Joseph Holmes Smyth and

Grace M. Smyth, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of July 1958,

that the sale made and reported by the Trustees ~~foresaid~~, be and the same ~~is~~ ^{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 Trustees allowed the usual commissions and such proper expenses as they shall pro-
duce vouchers for the Auditor.

FILED

1958 JUL 10 PM 3:18

Benjamin Michaelson
Judge.

JOHN J. NEUBAUER, Solicitor
Keyser Building
Baltimore 2, Maryland

Trustee's Sale
OF VALUABLE
LEASEHOLD
DWELLING
PROPERTY

KNOWN AS LOT 106 STEVEN
ROAD, BELVEDERE HEIGHTS,
IN THE THIRD ELECTION DIS-
TRICT OF ANNE ARUNDEL
COUNTY, STATE OF MARY-
LAND

Under and by virtue of a
Decree passed in the Circuit Court
for Anne Arundel County, in
Equity, in a case entitled "Metro-
politan Life Insurance Company
vs. Joseph Holmes Smyth and
Grace M. Smyth, his wife", the
undersigned Trustees will sell at
Public Auction on the premises
the leasehold property above de-
scribed on

Monday, May 26, 1958
at 3:00 o'clock P. M.

All that piece or parcel of land

lying and being in the Third Elec-
tion District of Anne Arundel
County, State of Maryland, and
more particularly described as fol-
lows:

BEING known and designated as
Lot No. 106 on the Plat of Belve-
dere Heights, said Plat being dat-
ed February, 1953 and recorded
among the Plat Records of Anne
Arundel County on March 13, 1953
in Plat Cabinet 4, Rod G-5, Plat
No. 6.

SUBJECT to the payment of an
annual ground rent of Ninety Dol-
lars (\$90.00), payable half-yearly,
on the 18th days of March and
September, in each and every
year.

The property is subject to the
following:

- (1) Covenants, conditions and re-
striction set forth in a Deed
from Jerome Realty Corpora-
tion to Charles E. Fennington
and wife, dated August 19,
1940 and recorded among the
Land Records of Anne Arun-
del County in Liber J. H. H.
No. 223, folio 114.
- (2) Agreement by and between
Jerome Realty Corporation
and the Consolidated Gas,
Electric Light and Power
Company of Baltimore dated

OFFICE OF

Maryland Gazette

LIBER 111 PAGE 383 Published by
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., *June 11*, 1958

We hereby certify, that the annexed

Trustee's Sale

2,628

Joseph Holmes Smyth

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 *1st* day of

May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUN 12 PM 1:47

By *H. Tilghman*

January 23, 1935 and recorded among the said Land Records in Liber F. A. M. No. (3) 133, folio 588, as to poles, wires, etc.

(3) Agreement by and between Jacob L. Cardin and wife, et al, and the Consolidated Gas, Electric Light and Power Company of Baltimore, dated May 1, 1953 and recorded among the said Land Records in Liber J. H. H. No. 768, folio 499, as to poles, wires, etc.

(4) Covenants, conditions and restrictions set forth in a Deed from Jacob L. Cardin and wife to Belvedere Heights Development Corporation, dated May 27, 1953 and recorded among the said Land Records in Liber J. H. H. No. 758, folio 515.

(5) Easement seven feet in width as reserved in a Deed from Jacob L. Cardin and wife to Belvedere Heights Development Corporation, dated May 27, 1953 and recorded among the Land Records aforesaid in Liber J. H. H. No. 758, folio 515.

The improvements consist of a one and one-half story asphalt shingle dwelling, containing four rooms, one bath, with radiant heat, oil fired.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges and ground rent to be adjusted as of the date of sale.

A deposit of \$500.00 cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

JOHN J. NEUBAUER and
ROBERT J. NEUBAUER
Trustees

Keyser Building
Baltimore 2, Maryland
L.E. 9-3212

E. T. NEWELL & CO., INC.
122 W. North Avenue
Baltimore City, Maryland
Auctioneers

Maryland Gazette

LIBER 111 PAGE 385 Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12, 628

Joseph Holmes Smyth
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 July, 1958. The first

insertion being made the 5th day of

June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,628 Equity

Metropolitan Life Insurance
Company

VERSUS

JOSEPH HOLMES SMYTH and
GRACE M. SMYTH, his wife

Ordered, this 27th day of May,
1958. That the sale of the property
in these proceedings mentioned
made and reported by John J.
Neubauer and Robert J. Neubauer,
Trustees, BE RATIFIED AND
CONFIRMED, unless cause to the
contrary thereof be shown on or
before the 7th day of July next;
Provided, a copy of this Order be
inserted in some newspaper pub-
lished in Anne Arundel County,
once in each of three successive
weeks before the 7th day of July
next.

The report states that the
amount of sale was \$8,000.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Ju-26

FILED

No. M. G. 324 JUL -9 PM 3:23

Dr.

in ac.

Metropolitan Life Insurance Co. vs. Joseph Holmes Smyth and
Grace M. Smyth, his wife

To Trustees for Fee, viz:	75 00	
To Trustees for Commissions, viz:	271 69	346 69
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 three copies	18 00	56 00
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale	75 00	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
The Sun - advertising sale	12 50	
U.S. Fidelity & Guaranty Co. - bond premium	40 00	
E.T. Newell & Co., Inc. - auctioneer's fee	25 00	
Clerk of Court - filing order to enter case to use of VA	1 25	
Federal Liens judgment report	3 00	
One-half Federal documentary stamps	4 40	
One-half State documentary stamps	4 40	
Notary fees	2 00	181 55
To Trustees for Taxes, viz:		
1958 State and County taxes - 4 months 26 days	52 64	52 64
To Trustees for Benefit Charges, viz:		
Anne Arundel County Sanitary Commission water and sewer benefit charges - 4 months 26 days	18 84	
Metered water to 5/26/58	21 30	40 14
To Trustees for Ground Rent, viz:		
Annual ground rent of \$90.00 from 3/18/ 58 to 5/26/58 - 2 months 8 days	17 00	17 00
To Metropolitan Life Insurance Company, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	7,362 23	7,362 23
		8,056 25
Amount of mortgage claim filed	8,385 77	
Cr. Amount allowed above	7,362 23	
Balance subject to decree in personam	1,023 54	

with

John J. Neubauer and Robert J. Neubauer, Trustees

Cr.

1958				
May	26	Proceeds of Sale	8,000	00
		Interest on deferred payment of \$7,500.00 - 1 month 15 days	56	25
				8,056 25
				8,056 25

ORDER NISI

Metropolitan Life Insurance Company

VERSUS

Joseph Holmes Smyth

and

Grace M. Smyth, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,628

Equity.

1958 JUL 21 PM 2:23

ORDERED, This 21 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 25 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 25 day of August next.

George T. Brownell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26 day of August, 1958, that the foregoing 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 26 PM 2:37

Matthew Evans
judge

Maryland Gazette

LIBER 111 PAGE 390 Published by
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1958

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq 12628

Joseph Holmes Smyth

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 25th

day of August, 1958. The first

insertion being made the 24th day of

July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 AUG 12 PM 1:10

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,628 Equity

METROPOLITAN LIFE INSURANCE COMPANY
VERSUS
JOSEPH HOLMES SMYTH and
GRACE M. SMYTH, his wife

Ordered, this 21st 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 25 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 25 day of August next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-7

No. M. C. 3613

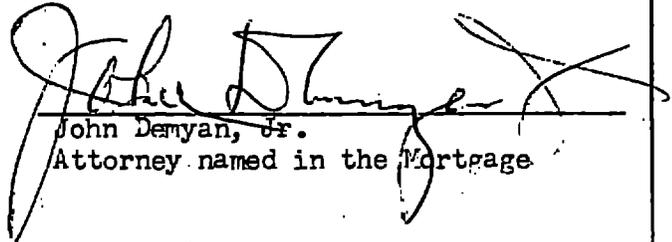
IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
GENEVA SAUBLE

* IN THE CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* NO. 12,586 EQUITY

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.


John Demyan, Jr.
Attorney named in the Mortgage

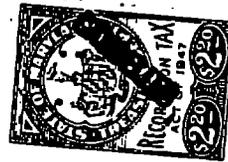
FILED

1958 MAR 26 PM 1:45

This Mortgage, Made this 26th day of February

No. 12,586 Equity
1957

by and between Geneva Sauble



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 as herein indicated, and being the holder of 42- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of \$ 4200.00 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 that lot of ground, situate, lying and being in Marley Manor, Glen Burnie, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 43, as shown on the Plat of Lots 42 to 67, inclusive, Section 1, Marley Manor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod E-1, Plat 17; the improvements whereupon being known as No. 23 Manor Road, now known as No. 522 Manor Road.

BEING ALSO the same property which the said Mortgagor acquired from Michael Demyan, Trustee, by Deed dated the 4th day of February, 1957; and intended to be recorded immediately prior hereto.

FILED
1958 MAR 26 PM 1:45

AND WHEREAS this Mortgage shall also secure future advances as provided by Article 66, Section 2 of the Annotated Code of Maryland 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.

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 \$ 21.00 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 \$ 21.00 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, it shall be also deemed a default under this mortgage if the Mortgagee shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; 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 Annotated Code 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 \$ 4200.00 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:

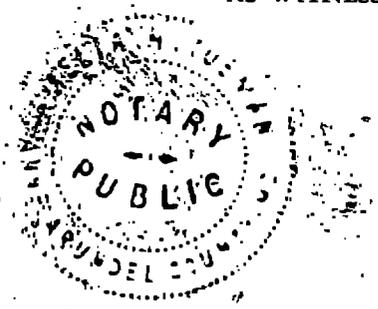
Amelia H. Tubman

AMELIA H. TUBMAN

Geneva Sauble (SEAL)
Geneva Sauble (SEAL)
..... (SEAL)
..... (SEAL)

I HEREBY CERTIFY, That on this - 26th - day of February, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Geneva Sauble -----

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 foregoing mortgage is true and bona fide as therein set forth. AS WITNESS my hand and Notarial Seal.



Amelia H. Dubrasa

Notary Public.

Rec'd for record Feb. 26, 1957 at 2:53 PM

Mailed to John Demyan, Jr.

317 347

Mortgage

FROM

GENEVA SAUBLE

TO THE

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3479
REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 FEB 26 PM 2:58
& RECORDED IN LIBER 1101 PAGE 98
NO. 1101-98
GEO. F. BRONWEEFF, CLERK

LAW OFFICE

JOHN DEMYAN, JR.
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

440

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,

Secretary

By

President.

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
GENEVA SAUBLE

*
*
*

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 12,586 EQUITY

STATEMENT OF CLAIM

Advanced to Mortgage Loan		\$ 4,200.00
Interest from the 30th day of June, 1957, to the 31st day of March, 1958	\$ 189.00	
Late fines from the 30th day of June, 1957, to the 31st day of March, 1958	<u>84.00</u>	<u>273.00</u>
		\$ 4,473.09
Dues paid to date		<u>50.78</u>
Total amount due under Mortgage		4,422.22

2.27 3/31 20 4.16

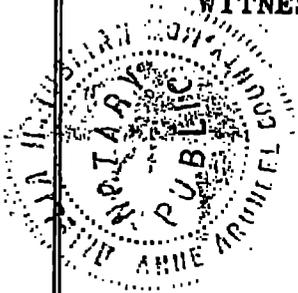
GLEN BURNIE SAVINGS AND LOAN
ASSOCIATION OF ANNE ARUNDEL
COUNTY, a body corporate

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 21st day of March, 1958; 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 foregoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.



Amelia H. Tushman
AMELIA H. TUSHMAN
Notary Public

FILED

1958 MAR 26 PM 1:45

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF GENEVA SAUBLE	*	FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	NO. <u>12,586</u> 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 Fred. W. Kuethe, Secretary of The Glen Burnie Savings and Loan Association of Anne Arundel County and made oath in due form of law that he ~~(is)~~ knows the defendant herein, and that to the best of his ~~(own)~~ 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,


Fred. W. Kuethe - Secretary

Affiant

Subscribed and sworn to before me
this 18th day of November,
19 57.



DANIEL H. TUBMAN
Notary Public


FILED

1958 MAR 26 PM 1:45

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
STATE OF MARYLAND LIBER 111 PAGE 398
LIBER 9 PAGE 283

No. 12,586 Equity

BOND OF Attorney
To SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr.,
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 Six Thousand and 00/100 - - - - - Dollars (\$ 6,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 14th day of April , in the year of our Lord, nineteen hundred and fifty eight.

WHEREAS, the above bounden John Demyan, Jr.

from Geneva Sauble by virtue of the power contained in a mortgage
Loan Association of Anne Arundel Co., a body corporate to Glen Burnie Savings &
26th day of February , 19 57 bearing date the
Records of Anne Arundel County and recorded among the Land
No. 1101 Folio 98 in Liber GTC

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

Betty Mossell

John Demyan, Jr. (SEAL)
John Demyan, Jr. (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Howard J. McManara*
Howard J. McManara
Attorney in fact.

Bond approved this 15th day of April 1958.
George T. Cornwall, Clerk

FILED

1958 APR 15 AM 11:44



JOHN DEMYAN, JR.
ATTORNEY AT LAW
16 CRAIN HIGHWAY, S.W.
GLEN BURNIE, MARYLAND

Mortgage Sale

OF
VALUABLE FEE
SIMPLE PROPERTY

GLEN BURNIE, MARYLAND
Lot No. 43, as shown on the Plat of
Lots 42 to 67, inclusive, Section 1,
Marley Manor, which Plat is re-
corded among the Land Records
of Anne Arundel County in Plat
Cabinet 1, Rod E-1, Plat 17.

Property located at Marley
Manor, Glen Burnie, Third
Election District of Anne
Arundel County, Maryland.

UNDER and by virtue of the
power of sale and authority con-
tained in a Mortgage from Gene-
va Sauble, dated February 26,
1957; and recorded among the
Land Records of Anne Arundel
County in Liber G.T.C. 1101, folio
98 (default having occurred there-
under), the undersigned, the At-
torney named in the Mortgage,
will sell at public auction, on the
premises, on

Wed., April 16, 1958
at 2:00 o'clock P.M.

All that lot of ground, situate, ly-
ing and being in Marley Manor,
Glen Burnie, Third Election Dis-
trict of Anne Arundel County,
State of Maryland; and described
as follows:

BEING known and desig-
nated as Lot 43, as shown
on the Plat of Lots 42 to
67, inclusive, Section 1,
Marley Manor, which Plat
is recorded among the
Land Records of Anne
Arundel County in Plat
Cabinet 1, Rod E-1, Plat
17; the improvements
whereupon being known as
No. 23 Manor Road, now
known as No. 522 Manor
Road.

BEING also the same property
which the said Mortgagor ac-
quired from Michael Demyan,
Trustee, by Deed dated February
4, 1957 and recorded among the
Land Records of Anne Arundel
County in Liber G.T.C. 1101, folio
98.

IMPROVEMENTS: Frame Bungal-
ow.

TERMS OF SALE: A cash de-
posit of \$500.00 will be required of
the purchaser at the time and
place of sale, balance of purchase
money upon final ratification of
the sale by the Circuit Court for
Anne Arundel County, and to bear
interest at 6 per cent from the
date of sale to the date of settle-
ment. Taxes and all other ex-
penses, including sanitary district
charges, if any, and all other
assessments to be adjusted to
date of sale.

George Scible
Auctioneer

John Demyan, Jr.
Attorney named in the Mortgage

A-10

OFFICE OF

Maryland Gazette

Published by LIBER 111 PAGE 399

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 _____

Mortgage Sale

Geneva Sauble

was published in

12586 Equity

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 2 _____

successive weeks before the 16th _____

day of April, 1958. The first

insertion being made the 3rd _____ day of

April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 APR 16 AM 10:42

H. Tilghman

JOHN DEMYAN, JR.
ATTORNEY AT LAW
16 CRAIN HIGHWAY, S.W.
GLEN BURNIE, MARYLAND

Mortgage Sale
OF
VALUABLE FEE
SIMPLE PROPERTY

GLEN BURNIE, MARYLAND
Lot No. 43, as shown on the Plat of
Lots 42 to 67, inclusive, Section 1,
Marley Manor, which Plat is re-
corded among the Land Records
of Anne Arundel County in Plat
Cabinet 1, Rod E-1, Plat 17.

Property located at Marley
Manor, Glen Burnie, Third
Election District of Anne
Arundel County, Maryland.

UNDER and by virtue of the
power of sale and authority con-
tained in a Mortgage from Gene-
va Sauble, dated February 28,
1957; and recorded among the
Land Records of Anne Arundel
County in Liber G.T.C. 1101, folio
98 (default having occurred there-
under), the undersigned, the At-
torney named in the Mortgage,
will sell at public auction, on the
premises, on

Wed., April 16, 1958
at 2:00 o'clock P.M.

All that lot of ground, situate, ly-
ing and being in Marley Manor,
Glen Burnie, Third Election Dis-
trict of Anne Arundel County,
State of Maryland; and described
as follows:

BEING known and design-
ated as Lot 43, as shown
on the Plat of Lots 42 to
67, inclusive, Section 1,
Marley Manor, which Plat
is recorded among the
Land Records of Anne
Arundel County in Plat
Cabinet 1, Rod E-1, Plat
17; the improvements
whereupon being known as
No. 23 Manor Road, now
known as No. 522 Manor
Road.

BEING also the same property
which the said Mortgagor ac-
quired from Michael Demyan,
Trustee, by Deed dated February
4, 1957 and recorded among the
Land Records of Anne Arundel
County in Liber G.T.C. 1101, folio
96.

IMPROVEMENTS: Frame Bunga-
low.

TERMS OF SALE: A cash de-
posit of \$500.00 will be required of
the purchaser at the time and
place of sale, balance of purchase
money upon final ratification of
the sale by the Circuit Court for
Anne Arundel County, and to bear
interest at 6 per cent from the
date of sale to the date of settle-
ment. Taxes and all other ex-
penses, including sanitary district
charges, if any, and all other
assessments to be adjusted to
date of sale.

George Scible
Auctioneer

John Demyan, Jr.
Attorney named in the Mortgage

A-10

OFF OF

Evening Capital

Published by LIBER 111 PAGE 400

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

Mortgage Sale

Geneva Sauble

was published in 12,586 Equity

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for

Time ~~Successive~~ Weeks before the 16th

day of April, 1958. The first

insertion being made the 27th day of

March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 APR 16 AM 10:12 Hilghman

10

JOHN DEMYAN, JR.
Attorney At Law
16 CRAIN HIGHWAY, S.W.
GLEN BURNIE, MARYLAND

LIBER 111 PAGE 401

Mortgage Sale

of

VALUABLE FEE SIMPLE PROPERTY

Lot No. 43, as shown on the Plat of Lots 42 to 67, inclusive, Section 1, Marley Manor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod E-1, Plat 17.

Property located at Marley Manor, Glen Burnie, Third Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Geneva Sauble, dated February 26, 1957; and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1101, folio 98 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, on the premises, on

WEDNESDAY, APRIL 16, 1958 at 2:00 o'clock P. M.

All that lot of ground, situate, lying and being in Marley Manor, Glen Burnie, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot 43, as shown on the Plat of Lots 42 to 67, inclusive, Section 1, Marley Manor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod E-1, Plat 17; the improvements whereupon being known as No. 23 Manor Road, now known as No. 522 Manor Road.

BEING also the same property which the said Mortgagor acquired from Michael Demyan, Trustee, by Deed dated February 4, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1101, folio 96.

IMPROVEMENTS: Frame Bungalow.

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 the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the 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.

GEORGE SCIBLE
Auctioneer

JOHN DEMYAN, JR.
Attorney named in the Mortgage

FILED

1958 APR 23 AM 10:25

//

PURCHASER'S AGREEMENT

April 16th, 1958

" Frederick W. Kuethe Jr & Beverley R. Kuethe, his wife hereby certify, that we have purchased the property as advertised on the reverse side of this hand bill; and that we agree to comply with the terms of sale. The sale price for said property is \$ 5,500.00

WITNESS:

George Scible
George Scible - Auctioneer

Beverly R. Kuethe

Frederick W. Kuethe Jr
Purchaser's Name

700 Glenview Ave
Address

Glen Burnie

Telephone No. 50.6-3842

FILED

1958 APR 23 AM 10:25

21

IN THE MATTER OF THE
MORTGAGED REALESTATE
OF GENEVA SAUBLE

* IN THE CIRCUIT COURT FOR
* ANNE ARUNDEL COUNTY
* NO. 12, 586 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 Geneva Sauble, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated February 26, 1957. and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1101, folio 98; 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, on the premises, Marley Manor, Glen Burnie, Maryland, Wednesday, April 16, 1958 at 2:00 o'clock P.M.

-----, and then and there sold the said property to FREDERICK W. KUETHE, JR and BEVERLEY R. KUETHE, his wife, at and for the sum of FIFTY FIVE HUNDRED (\$5,500.00)----- (\$ 5,500.00 -----) Dollars, being at that figure the highest bidder therefor, said property being the following:

All that lot of ground situate, lying and being in Marley Manor, Glen Burnie, Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 43, as shown on the Plat of Lots 42 to 67, inclusive, Section 1, Marley Manor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod E-1, Plat 17; the improvements whereupon being known as No. 23 Manor Road; now known as No. 522 Manor Road.

1958 APR 23 AM 10:25

FILED

LIB 111 404

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

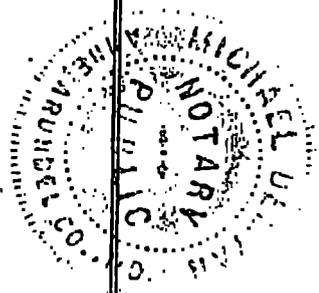
John Demyan, Jr.
John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day of April, 1958; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Michael Demyan
Michael Demyan
Notary Public



ORDER NISI

LIBER 111 PAGE 405
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,586 Equity

In The Matter of the
Mortgaged Real Estate of
Geneva Sauble
versus

Ordered, this 23 day of April, 19 58, That the sale of the
Property in these proceedings mentioned
made and reported by John Demyan, Jr., Attorney Named in Mortgage
~~xxxxxx~~

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 sales ~~xxxxxx~~ was \$ 5,500.00

George T. Cromwell Clerk.

True Copy.

FILED 1958 APR 23
A.M. 10:25

TEST: Clerk.

(Final Order)

In The Matter of the
Mortgaged Real Estate of
Geneva Sauble
versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5 day of June, 1958
that the sale made and reported by the ~~xxxxxx~~ Attorney
aforesaid, be and the same hereby ~~xxxxxx~~ 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~~ Attorney
~~xxxxxx~~ allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED
1958 JUN -5 PM 1:55

15

OFFICE OF

Maryland Gazette

Published by LIBER 111 PAGE 406

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,536 Equity

In The Matter of The
Mortgaged Real Estate of
GENEVA SAUBLE

Ordered, this 23 day of April, 1958. That the sale of the Property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney Named in Mortgage, 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 \$5,500.00.
GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
M-22

No. M. G. 1963

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,536

Geneva Sauble

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.

FILED By H. Tilghman

1958 JUN -4 PM 12:32

Dr.

In the Matter of the Mortgaged Real Estate of Geneva Sauble

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	196	22	246	22
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	31	50		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Auditor - stating this account	13	50	66	45
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	50		
Capital-Gazette Press - order nisi (sale	8	00		
Capital-Gazette Press - order nisi (acct	6	00		
Barrett Printing Co. - handbills	14	79		
U.S. Fidelity & Guaranty Co. - bond premium	24	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	02		
One-half State documentary stamps	3	03		
Amelia H. Tubman - notary fees	1	50	122	84
To Attorney for Benefit Charges, viz:				
Metered water to 6/12/58	11	70	11	70
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - in full for mortgage claim filed Interest on \$4,200.00 from 3/31/58 to 4/16/58 - 16 days 1958 State and County taxes advanced by mortgagee	4,422	22		
	11	20		
	115	96	4,549	38
To Geneva Sauble, mortgagor - this balance	637	57	637	57
			5,634	16

ORDER NISI

LIBER 111 PAGE 410

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged
Real Estate
of ~~VERSUS~~
Geneva Sauble

No. 12,586

Equity.

1958
JUL 28
PM 12:50
ORDERED, This 25 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 2nd 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 2nd day of September next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of September, 1958, that the foregoing 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 ~~proceeds~~ apply/the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 SEP -5 PM 3:15

Benjamin M. ...
per eye

20

Maryland Gazette

Published by LIBER 111 PAGE 411
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 3, 1958

We hereby certify, that the annexed

Order nisi Eq. 12,586
Auditor Account.

Geneva Sauble

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 2nd

day of September, 1958. The first

insertion being made the 31st day of

July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.
FILED

No. M. C. 3646

1958

SEP -3

PM 3:53

By A. Tilghman

21

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,586 Equity

In the Matter of the Mortgaged Real Estate of GENEVA SAUBLE

Ordered, this 28th 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 2nd 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 2nd day of September next.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-14

JOHN O. DUMLER, Attorney named	:	IN THE
in Mortgage	:	
	:	
vs.	:	CIRCUIT COURT FOR
	:	
ROBERT C. RUBY and	:	ANNE ARUNDEL COUNTY
	:	
CATHERINE V. RUBY, his wife	:	(In Equity)
	:	<i>Equity No. 12,621</i>
	:: ::	

Mr. Clerk:

Please docket the above entitled case and file the enclosed mortgage as Plaintiff's Exhibit "A".

John O. Dumler

 John O. Dumler
 Attorney named in Mortgage

FILED
1958 APR 15 PM 1:43

vs.

Robert C. Ruby and
Catherine V. Ruby, his wife.

[DR.—CITY OR COUNTY]

Mortgage

Plaintiff's Exhibit "A"

Equity No. 12,621

THIS MORTGAGE, Made this 17th day of June, in the year
Nineteen Hundred and Fifty-two, by and between Robert C. Ruby and
Catherine V. Ruby, his wife,

of Baltimore City, in the State of Maryland, hereinafter called the
Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom
an advance or loan of Fifty-five Hundred Dollars (\$ 5500.00),
said advance or loan having been used in part payment of the purchase money for the property herein-
after described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed
money in the said principal sum of Fifty-five Hundred Dollars (\$ 5500.00),
the said Mortgagor does hereby covenant to repay the same, with interest at the rate
of six per centum (6%) per annum, computed monthly, unto the Mortgagee,
or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal
and interest) of Fifty-five Dollars (\$ 55.00),
plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other
public charges and assessments, commencing on the first day of July, 1952, and
continuing on the first day of each month thereafter until the principal, interest and such fines and
charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which
by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the
payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every
nature and description, ground rent, if any, insurance premiums and other charges affecting the
hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum
of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those
lot(s) of ground situate, lying and being in Anne Arundel County, State of Maryland, and par-
ticularly described as follows:

BEING known and designated as Lots Numbered Five (5), Six (6), Seven (7), Eight
(8), Nine (9) and parts of Lots Ten (10) and Eleven (11), Section Thirty-two (32),
High Point, as shown on the Plat of Green Haven, Armiger Addition, filed among the
Land Records of Anne Arundel County in Liber W.N.W. 3, folio 59 (Cabinet 1, Rod M,
Plat 15), said lots having a frontage along Duvall Highway, formerly "The Pike", of
one hundred eighty-three and eighty-two one-hundredths (183.82) feet, more or less.

BEING the same property which, by deed of even date herewith, and recorded or
intended to be recorded among the Land Records aforesaid immediately prior hereto,
was granted and conveyed by Howard H. Conway and wife to the herein named Mortgagors.

Plaintiff's Exhibit "A" FILED

1958 APR 15 PM 1:43

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.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

Provided, that if the said Mortgagor, his, her or their heirs, ~~personal representatives~~ and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.
8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, ~~personal~~ representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor consents 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, by Harry A. Kohlerman or John O. Dumler, its duly constituted Attorneys or Agents, 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 the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon the institution of foreclosure proceedings after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgagor shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars (\$50.00) to the Attorney or Solicitor instituting such proceedings, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Court for the County or City in which the proceeding under this Mortgage may be filed; and the said Mortgagee, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, fee, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, fee, expenses, and commission; and it is further 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 Seventy-five Dollars (\$75.00) for conducting proceeding, if without contest, but if legal services be rendered to the Mortgagee or its assignee, or to the trustee or party selling under the 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 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 the same shall have then matured or not; and Third, the balance, if any, to the said Mortgagor, his heirs, ~~personal~~ representatives or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS:

Robert C. Ruby (SEAL)
Robert C. Ruby

Dorothy Basel (SEAL)
Dorothy Basel

Catherine V. Ruby (SEAL)
Catherine V. Ruby

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 17th day of June, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Robert C. Ruby and Catherine V. Ruby, his wife, known to me to be

the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

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

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

Dorothy Basel
Dorothy Basel Notary Public

My commission expires May 4, 1953



Recorded- 28th June, 1952, at 9 A.M.

ANNE ARUNDEL COUNTY

Mortgage

30319

FROM

ROBERT C. RUBY

AND WIFE

TO

THE CAPITAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY

*Received for Record 25 Day
of June 1952, at
and the same day recorded in Liber
d. H. H. No. 691 Fol. 567, Land
Records of Anne Arundel County
John P. Hopkins
Clerk*

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

PA 67

File No. 69714-T

Property:

Lots 5-6-7-8-9 and
Parts of Lots 10 and 11
Section 32, High Point

Description approved

Execution approved

[Signature]

3

JOHN O. DUMLER, Attorney named in Mortgage	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
ROBERT C. RUBY and	:	ANNE ARUNDEL COUNTY
CATHERINE V. RUBY, his wife	:	(In Equity)
	:	<i>Equity No. 12,621</i>
	:: ::	

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 Charles F. Loos, Vice President of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that he knows the Defendants herein, and that to the best of his information, knowledge and belief

1. said Defendants are not in the military service of the United States,
2. said Defendants are not in the military service of any nation allied with the United States,
3. said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
4. said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Charles F. Loos
Charles F. Loos, Affiant

Subscribed and sworn to before me a Notary Public of the State of Maryland, City of Baltimore, this *14th* day of *April*, 1958.

Antoinette M. Grane
Antoinette M. Grane, Notary Public

My commission expires ~~May 15~~ *May 15* 1959



1958 APR 15 PM 10:43

JOHN O. DUMLER, Attorney named
in Mortgage

IN THE

vs.

CIRCUIT COURT FOR

ROBERT C. RUBY and

ANNE ARUNDEL COUNTY

CATHERINE V. RUBY, his wife

(In Equity)

: : : : :

No. 12,621 Equity

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage dated June 17, 1952	\$ 5500.00
Less Amount paid thereon	<u>1569.37</u>
Balance due on Mortgage	\$ 3930.63
Interest to May 21, 1958	<u>13.86</u>
Balance	\$ 3944.49

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this second sixth day of May in the year one thousand nine hundred and fifty-eight, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law 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.



Antoinette M. Granese
Antoinette M. Granese
Notary Public

My commission expires May 4, 1959

FILED

1958 MAY -8 AM 9:55

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

LIBER

111 PAGE 419

No. 12,621 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER

9 PAGE 296

That we, John O. Dumler, Fidelity Building, Baltimore 1, Maryland

.....as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and
just sum of Five Thousand Five Hundred and 00/100-----

-----(\$5,500.00)----- 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 1st day of May
in the year of our Lord 1958

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Robert C. Ruby and Catherine V. Ruby, his wife

to The Capital Building and Loan Association of Baltimore City

bearing date the 17th day of June, 1952 and recorded

among the mortgage records of Anne Arundel County, Maryland

in Liber J.H.H. No. 691 Folio 567 and

John O. Dumler

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden

John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

has hereto set his hand and seal and the said body corporate has caused these presents to be
duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Antoinette M. Granese
Antoinette M. Granese

John O. Dumler (SEAL)
John O. Dumler
..... (SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Edna M. Merriken
Edna M. Merriken, As to Surety

E. V. Shockley
By E. V. Shockley, Attorney-in-Fact

MD3228a-500, 10-57 147555
Mortgagee's or Attorney's Bond

FILED

1958 MAY -8 AM 9:55

Bond Approved this 8th
day of May, 1958.
George T. Cromwell, Clerk

KOHLERMAN AND DUMLER,
Solicitors.
1406 Fidelity Building
Baltimore 1, Maryland

**Mortgage
Sale**

**OF DESIRABLE FEE
SIMPLE
RESIDENTIAL
PROPERTY**

**GREEN HAVEN
THIRD DISTRICT OF ANNE
ARUNDEL COUNTY**

Under and by the virtue of power and authority contained in a mortgage from Robert C. Ruby and Catherine V. Ruby, his wife, to The Capital Building and Loan Association of Baltimore City, a body corporate, dated the 17th day of June, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. 11. 691, folio 567, (default, having occurred thereunder), the undersigned, the Attorney named in mortgage, will sell at public auction, on the premises, on

**Wed., the 21st day of
May, 1958, at 2:30
P.M.,**

all these lots of ground situated and lying in the third district of Anne Arundel County, State of Maryland and being described as follows:

BEING known and designated as Lots Numbered Five (5), Six (6), Seven (7), Eight (8), Nine (9) and parts of Lots Ten (10) and Eleven (11), Section thirty-two (32), High Point, as shown on the Plat of Green Haven, Armiger Addition, filed among the Land Records of Anne Arundel County in Liber W.N.W. 3, folio 59 (Cabinet J, Rod M, Plat 15), said lots having a frontage along Duvall Highway, formerly "The Pike" of one hundred eighty-three and eighty-two one hundredths (183.82) feet, more or less.

The above property is in fee simple and the improvements consist of a frame dwelling containing five rooms and bath and basement.

TERMS OF SALE: A cash deposit of Seven Hundred Dollars (\$700.00) will be required of the purchaser at the time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from day of sale to day of settlement at six per cent (6%) per annum. Taxes, sanitary charges and all other public charges or expenses, if any to be adjusted to day of sale.

JOHN O. DUMLER,
Attorney named in Mortgage
ALEX COOPER, Auctioneer

AI-15

OFFICE OF

Maryland Gazette

Published by LIBER 111 PAGE 420

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 15, 1958

We hereby certify, that the annexed

Mortgage Sale
Equity 12,621
Robert C. Ruby.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 5

successive weeks before the 21st

day of May, 1958. The first

insertion being made the 17th day of

April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 MAY 16 10:28

Handwritten signature

JOHN O. DUMLER, Attorney named
in Mortgage

IN THE

CIRCUIT COURT FOR

vs.

ANNE ARUNDEL COUNTY

ROBERT C. RUBY and

(In Equity)

CATHERINE V. RUBY, his wife

No. 12,621

DUNLERNMAN AND DUMLER,
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

AUCTIONEER'S CERTIFICATE

Mortgage
Sale

OF DESIRABLE FEE
SIMPLE
RESIDENTIAL
PROPERTY

GREEN HAVEN
THIRD DISTRICT OF ANNE
ARUNDEL COUNTY

Under and by the virtue of power and authority contained in a mortgage from Robert C. Ruby and Catherine V. Ruby, his wife, to The Capital Building and Loan Association of Baltimore City, a body corporate, dated the 17th day of June, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 691, folio 567, (default having occurred thereunder), the undersigned, the Attorney named

in mortgage, will sell at public auction, on the premises, on

Wed., the 21st day of
May, 1958, at 2:30
P.M.,

all those lots of ground situated and lying in the third district of Anne Arundel County, State of Maryland and being described as follows:

BEING known and designated as Lots Numbered Five (5), Six (6), Seven (7), Eight (8), Nine (9) and parts of Lots Ten (10) and Eleven (11), Section thirty-two (32), High Point, as shown on the Plat of Green Haven, Armiger Addition, filed among the Land Records of Anne Arundel County in Liber W.N.W. 3, folio 59 (Cabinet 1, Rod M, Plat 15), said lots having a frontage along Duvall Highway, formerly "The Pike" of one hundred eighty-three and eighty-two one hundredths (183.82) feet, more or less.

The above property is in fee simple and the improvements consist of a frame dwelling containing five rooms and bath and basement.

TERMS OF SALE: A cash deposit of Seven Hundred Dollars (\$700.00) will be required of the purchaser at the time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from day of sale to day of settlement at six per cent (6%) per annum. Taxes, sanitary charges and all other public charges or expenses, if any to be adjusted to day of sale.

JOHN O. DUMLER,
Attorney named in Mortgage
ALEX COOPER, Auctioneer

M-15:

I hereby certify that I have this 21st^{of} day May, 1958, sold the property described in the attached advertisement of sale at and for the sum of \$4300⁰⁰ to Charles C. Painter to Evelyn G Painter, wife, he being at that figure the highest bidder therefore, and I further certify that the said sale was fairly made.

ALEX COOPER

BY: Alex Cooper
Auctioneer

PURCHASER'S AGREEMENT

We HEREBY certify that we have this 21st day of May, 1958, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of \$4300⁰⁰ and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

John O. Dumler John O. Dumler
Charles C. Painter Charles C. Painter

Evelyn G. Painter
Evelyn G Painter Purchasers

Filed:
1958 May 27 AM 10.56

JOHN O. DUMLER, Attorney named
in Mortgage

Vs.

ROBERT C. RUBY and

CATHERINE V. RUBY, his wife

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
(InEquity)
No. 12,621

* * * * *

REPORT OF SALE
TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

The report of sale of John O. Dumler, Attorney named in the mortgage to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital-Gazette, Press, Inc. a newspaper published in Anne Arundel County, for more than twenty days preceeding the day of sale, the said John O. Dumler Attorney named in mortgage, did, pursuant to said notice on the 21st day of May, 1958 at 2:30 P.M. sell on the premises, the aforesaid fee simple property unto Charles C. Painter and Evelyn G. Painter, his wife at and for the sum of Forty-three Hundred Dollars (\$4300.00) cash, the said Charles C. Painter and Evelyn G. Painter, his wife, having offered the greatest price therefor.

John O. Dumler
John O. Dumler
Attorney named in Mortgage

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I hereby certify, that on this 26th day of May in the year one thousand nine hundred and fifty-eight, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.



Antoinette M. Granese
Antoinette M. Granese Notary Public

My commission expires May 4, 1959

FILED
1958 MAY 27 AM 10:56

ORDER NISI

LIBER 111 PAGE 423
IN THE

John O. Dumler, Attorney

Named in Mortgage

versus

Robert C. Ruby and

Catherine V. Ruby, his wife

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,621

Equity

Ordered, this 27th day of May, 19 58, That the sale of the

Property in these proceedings mentioned

made and reported by John O. Dumler, Attorney Named in Mortgage

~~XXXXXX~~

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

The report states that the amount of sales ~~was~~ was \$ 4300.00

George T. Cromwell Clerk.

True Copy.

Filed 1958 May 27 AM 10:56

TEST: Clerk.

(Final Order)

John O. Dumler, Attorney

Named in Mortgage

versus

Robert C. Ruby and

Catherine V. Ruby, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of July, 1958
that the sale made and reported by the ~~XXXXXX~~ 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 ~~XXXXXX~~ allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1958 JUL -9 PM 4:00

Matthew J. Crook Judge

12

OFFICE OF

Maryland Gazette

Published by LIBER 111 PAGE 424

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,621 Equity

JOHN O. DUMBLER, Attorney Named in Mortgage VERSUS ROBERT C. RUBY and CATHERINE V. RUBY, his wife

Ordered, this 27th day of May, 1958. That the sale of the property in these proceedings mentioned made and reported by John O. Dumber, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was \$4,300.00. 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 Sale Eq. 12,621

Robert C. Ruby

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 July, 1958. The first

insertion being made the 5th

day of June, 1958.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. 91-41-1958 JUL -9 PM 3:23 By H. Tilghman

In the Case of

John O. Dumler,
Attorney named in Mortgage
vs.
Robert C. Ruby
and
Catherine V. Ruby, his wife

In the
Circuit Court

For
Anne Arundel County,
No. 12,621 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.

[Large area of horizontal dotted lines for text entry]

July 25, 1958

All of which is respectfully submitted.

Laura R. Dickling
Auditor.

FILED

1958 JUL 29 AM 11:50

24

Dr.

John O. Dumlér, Attorney named in Mortgage vs. Robert C. Ruby ^{in ac.}
and Catherine V. Ruby, his wife

To Attorney for Fee, viz:	75 00	
To Attorney for Commissions, viz:	159 90	234 90
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account and two copies	18 00	56 00
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	62 50	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
The Sun - advertising sale	49 00	
Fidelity & Deposit Co. of Md. -bond premium	22 00	
Alex Cooper - auctioneer's fee	164 00	
One-half Federal documentary stamps	2 48	
One-half State documentary stamps	2 47	
Antoinette M. Granese - notary fees	1 50	317 95
To Attorney for Taxes, viz:		
1958 State and County taxes (\$69.36) - 4 months 21 days	26 67	26 67
To The Capital Building and Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	3,722 55	3,722 55
		4,358 07
Amount of mortgage claim filed	3,944 49	
Cr. Amount allowed above	3,722 55	
Balance subject to decree in personam	221 94	

with

John O. Dumler, Attorney named in Mortgage

Cr.

1958				
May	21	Proceeds of Sale	4,300 00	
		Interest on deferred payment of \$3,600.00 - 1 month 20 days	30 00	4,330 00
		Refund 1958 water and sewer benefit charges - 7 months 9 days	28 07	28 07
				4,358 07

6

ORDER NISI

LIBER 111 PAGE 428

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

John O. Dumler,
Attorney named in Mortgage

VERSUS

Robert C. Ruby
and
Catherine V. Ruby, his wife

No. 12,621 Equity.

1958 JUL 29 AM 11:58

FILED

ORDERED, This 29th day of July, 1928; That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2nd day of ~~August~~ ^{Sept} 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 ~~August~~ ^{Sept} next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of September, 1958, that the foregoing 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.

George T. Cromwell
Matthew H. Evans
Judge

FILED

1958 SEP -6 AM 9:45

Maryland Gazette

Published by LIBER 111 PAGE 429
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,621 Equity

JOHN O. DUNLER, Attorney Named in Mortgage
VERSUS
ROBERT C. RUBY and CATHERINE V. RUBY, his wife

Ordered, this 29th 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 2nd 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 2nd day of September next.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 3, 1958*

We hereby certify, that the annexed

Order Nisi Eq. 12,621
Auditor account.

Robert C. Ruby

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *3* successive weeks before the *2nd* day of *September*, 1958. The first insertion being made the *31st* day of *July*, 1958.

THE CAPITAL-GAZETTE PRESS, INC.
FILED

No. M. G. *3647* 1958 SEP -3 PM 3:58y *H. Tilghman*

JOHN O. DUMLER
Attorney named in Mortgage

: IN THE CIRCUIT COURT

VS.

: FOR

WALTER F. ROBERTSON and
EVELYN L. ROBERTSON, his wife

: ANNE ARUNDEL COUNTY

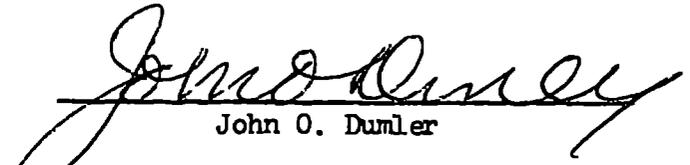
: (In Equity)

.....oOo.....

Equity No: 12,619

MR. CLERK:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".


John O. Dumler
Attorney named in Mortgage

FILED
1958 APR 15 AM 9:26



Mortgage Equity No. 12.619

LIBER 111 PAGE 431

THIS MORTGAGE, Made this 19th day of March, in the year Nineteen Hundred and Fifty-three, by and between Walter S. Robertson and Evelyn L.

Robertson, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Five Thousand Dollars (\$ 5000.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Five Thousand Dollars (\$ 5000.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Fifty Dollars (\$ 50.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of April, 1953, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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

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

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Sixth District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEGINNING for the same at an iron pipe set on the west side of Washington Street, said pipe being located at the same beginning point as described in the conveyance from Joseph T. Talley and Annie L. Talley, his wife, to Dorsey W. Pindell and Cora P. Pindell, his wife, by deed dated September 13, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. #41, folio 7, said point of beginning also being located North fifteen degrees forty-five minutes west two hundred fifteen feet (N 15° 45' W 215') along the west side of Washington Street from where the same is intersected by the northwest side of Bay Ridge Road; and running from thence and with the division line between the lot now being described and that intended to be conveyed by said Joseph T. Talley and Annie L. Talley, his wife, to Gardiner A. Hall and Dorothy W. Hall, his wife, by deed dated July 23, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. #49, folio 397, South sixty degrees fifty minutes west one hundred ten feet (S 60° 50' W 110') to where said line intersects the east side of a ten foot alley at the south end of said alley; thence with the east side of said ten foot alley and with a fence line North fifteen degrees forty-five minutes west thirty-five feet (N 15° 45' W 35') to a pipe; thence leaving said alley and with the division line between the lot now being described and that intended to be conveyed by the said Joseph T. Talley and Annie L. Talley, his wife, to John O. Emrick and Margaret Ellen Emrick, his wife, by deed dated July 29, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. #12, folio 31, North sixty degrees fifty minutes east one hundred ten feet (N 60° 50' E 110') to a pipe on the

1958 APR 15 AM 10:01

Plaintiff's Exhibit "A"

west side of Washington Street; thence with the same, South fifteen degrees forty-five minutes east thirty-five feet (S 15° 45' E 35') to the place of beginning. The improvements thereon being known as No. 406 Washington Street.

BEING one of the lots of ground which, by deed dated February 8, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 666, folio 296, was granted and conveyed by Joseph T. Talley and wife to the herein named Mortgagors.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

Provided, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.
8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS:

Walter S. Robertson (SEAL)
Walter S. Robertson

Antoinette M. Granese
Antoinette M. Granese

Evelyn L. Robertson (SEAL)
Evelyn L. Robertson

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, BALTIMORE CITY

, to wit:

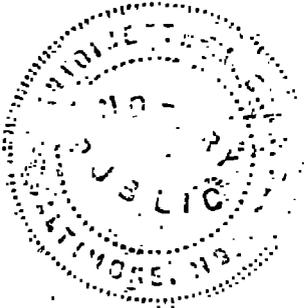
I HEREBY CERTIFY, That on this 19th day of March, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Robertson and Evelyn L. Robertson, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

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

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

Antoinette M. Granese

Antoinette M. Granese
Notary Public
My commission expires May 4, 1953



Recorded- 23rd March, 1953, at 9 A.M.

Equity No. 12.619

ANNE ARUNDEL COUNTY

Mortgage

FROM

WALTER S. ROBERTSON

AND WIFE

TO

THE CAPITAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

March 53 9 a
744 581
John 107 by line 3d

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

File No. 11515-T

Property:

406 Washington Street, Eastport

Description approved

Execution approved

FILED
1958 APR 15 AM 9:26

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

LIBEN 111 PAGE 433

JOHN O. DUMLER,
Attorney named in Mortgage
vs.
WALTER F. ROBERTSON and
EVELYN L. ROBERTSON, his wife

IN THE
CIRCUIT COURT

FOR AND
~~BALTIMORE~~
ANNE ARUNDEL COUNTY (In Equity)

Equity No. 12,619
Docket 17 Folio 292

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 ...CHARLES F. LOOS, Vice President of.....
Capital Savings and Loan Association, Inc., formerly The Capital Building.....
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.

Charles F. Loos
Affiant.
Charles F. Loos

Subscribed and sworn to before me
this 8th day of April 1958.

Dorothy Bowes
Notary Public



FILED
1958 APR 15 AM 9:26

an

JOHN O. DUMLER,
Attorney named in Mortgage

IN THE CIRCUIT COURT

VS.

FOR

WALTER F. ROBERTSON and
EVELYN L. ROBERTSON, his wife

ANNE ARUNDEL COUNTY
(In Equity)

.....oOo.....

No. 12, 619 Equity

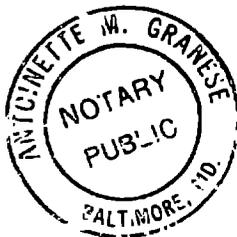
STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage dated March 19, 1953	\$5,000.00
Less amount paid thereon	<u>1,071.61</u>
Balance due on Mortgage	\$3,928.39
Interest to May 22, 1958	<u>13.86</u>
Balance	\$3,942.25

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this sixth day of May, in the year one thousand nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law 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.



Antoinette M. Granese
Antoinette M. Granese Notary Public

My commission expires May 6, 1957

FILED

1958 MAY -8 AM 9:57

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER

9 PAGE 29

No. 12,619 Equity

LIBER 111 PAGE 437

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler, Fidelity Building, Baltimore, Maryland

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100

(\$5,000.00) 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 1st day of May in the year of our Lord 1958

Whereas, the above bounden John O. Dumler by virtue of the power contained in a mortgage from Walter S. Robertson and Evelyn L. Robertson, his wife to The Capital Building and Loan Association of Baltimore City bearing date the 19th day of March, 1953 and recorded among the mortgage records of Anne Arundel County, Maryland in Liber J.H.H. No. 744 Folio 581 and John O. Dumler

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Antoinette M. Granese
Antoinette M. Granese

John O. Dumler (SEAL)

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Edna M. Merriken
Edna M. Merriken As to Surety

E. V. Shockley
E. V. Shockley Attorney-in-Fact

MD3228a-500, 10-57 147555
Mortgagee's or Attorney's Bond

FILED

1958 MAY -8 AM 9:57

Bond Approved this 8th day of May, 1958
George W. Cromwell, Clerk

KOHLERMAN AND DUMLER,
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

**Mortgage
Sale**

**OF DESIRABLE FEE
SIMPLE
RESIDENTIAL
PROPERTY**

**KNOWN AS 406 WASHINGTON
STREET, EASTPORT**

Under and by virtue of the power and authority contained in a mortgage from Walter S. Robertson and Evelyn L. Robertson, his wife, to The Capital Building and Loan Association of Baltimore City, a body corporate, dated the nineteenth day of March, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 744, folio 581, (default having occurred thereunder), the undersigned, the Attorney named in mortgage, will sell at public auction on the premises, on

**Thurs., the 22nd of
May, 1958, at 2:30
P.M.,**

all that lot of ground situated and lying in the Sixth District of Anne Arundel County, State of Maryland, and being described as follows:

BEGINNING for the same at an iron pipe set on the west side of Washington Street, said pipe being located at the same beginning point as described in the conveyance from Joseph T. Talley and Annie L. Talley, his wife, to Dorsey W. Pindell and Cora P. Pindell, his wife, by deed dated September 13, 1923, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 41, folio 7, said point of beginning also being located North fifteen degrees forty-five minutes west two hundred fifteen feet (N 15° 45' W 215') along the west side of Washington Street from where the same is intersected by the northwest side of Bay Ridge Road; and running from thence and with the division line between the lot now being described and that intended to be conveyed by said Joseph T. Talley and Annie L. Talley,

OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 111 PAGE 438

CERTIFICATE OF PUBLICATION

Annapolis, Md., *May 15*, 19*58*

We hereby certify, that the annexed

Mortgage Sale
Equity 12,619
Walter S. Robertson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *5*

successive weeks before the *22nd*

day of *May*, 19*58*. The first

insertion being made the *17th* day of

April, 19*58*.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 MAY 16 AM 10:28

H. J. Johnson

his wife, to Gardiner A. Hall and Dorothy W. Hall, his wife, by deed dated July 23, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 49, folio 397, South sixty degrees fifty minutes west one hundred ten feet (S 60° 50' W 110') to where said line intersects the east side of a ten foot alley at the south end of said alley; thence with the east side of said ten foot alley and with a fence line North fifteen degrees forty-five minutes west thirty-five feet (N 15° 45' W 35') to a pipe; thence leaving said alley and with the division line between the lot now being described and that intended to be conveyed by the said Joseph T. Talley and Annie L. Talley, his wife, to John O. Emrick and Margaret Ellen Emrick, his wife, by deed dated July 29, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 142, folio 31, North sixty degrees fifty minutes east one hundred ten feet (N 60° 50' E 110') to a pipe on the west side of Washington Street; thence with the same, South fifteen degrees forty-five minutes east thirty-five feet (S 15° 45' E 35') to the place of beginning. The improvements thereon being known as No. 406 Washington Street.

The above property is in fee simple, and the improvements consist of a frame dwelling.

TERMS OF SALE: A cash deposit of Seven Hundred Dollars (\$700.00) will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County (in Equity), to bear interest from day of sale to day of settlement at six per cent (6%) per annum. Taxes, sanitary charges, and all other public charges or expenses, if any, to be adjusted to day of sale.

JOHN O. DUMLER

Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer.

M-15

JOHN O. DUMLER,
Attorney named in Mortgage

IN THE CIRCUIT COURT

VS.

FOR

WALTER F. ROBERTSON and
EVELYN L. ROBERTSON, his wife

ANNE ARUNDEL COUNTY
(In Equity)

12,619 Equity

.....oOo.....

KOHLERMAN AND DUMLER,
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 22nd day of May, 1958, sold the property described in the attached advertisement of sale at and for the sum of \$4,300.00 to General Investors of Annapolis, Inc., he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

E. T. NEWELL & CO. INC

BY: *E. T. Newell & Co. Inc. by W. T. Kenney*
W. T. Kenney, AUCTIONEER

PURCHASER'S AGREEMENT

We hereby certify that we have this day of May, 1958, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in the mortgage, at and for the sum of \$4300 ⁰⁰/₁₀₀ and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

General Investors of Annapolis, Inc.
Gloria P. Geller By *Oscar Brilliant*
Gloria P. Geller Oscar Brilliant, Purchasers

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

KNOWN AS 406 WASHINGTON STREET, EASTPORT

Under and by virtue of the power and authority contained in a mortgage from Walter S. Robertson and Evelyn L. Robertson, his wife, to The Capital Building and Loan Association of Baltimore City, a body corporate, dated the nineteenth day of March, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 744, folio 581, (default having occurred thereunder), the undersigned, the Attorney named in mortgage, will sell at public auction on the premises, on

Thurs., the 22nd of May, 1958, at 2:30 P.M.,

all that lot of ground situated and lying in the Sixth District of Anne Arundel County, State of Maryland, and being described as follows:

BEGINNING for the same at an iron pipe set on the west side of Washington Street, said pipe being located at the same beginning point as described in the conveyance from Joseph T. Talley and Annie L. Talley, his wife, to Dorsey W. Pindell and Cora P. Pindell, his wife, by deed dated September 13, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 41, folio 7, said point of beginning also being located North fifteen degrees forty-five minutes west two hundred fifteen feet (N 15° 45' W 215') along the west side of Washington Street, from where the same is intersected by the northwest side of Bay Ridge Road; and running from thence and with the division line between the lot now being described and that intended to be conveyed by said Joseph T. Talley and Annie L. Talley, his wife, to Gardiner A. Hall and Dorothy W. Hall, his wife, by deed dated July 23, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 49, folio 397, South sixty degrees fifty minutes west one hundred ten feet (S 60° 50' W 110') to where said line intersects the east side of a ten foot alley at the south end of said alley; thence with the east side of said ten foot alley and with a fence line, North fifteen degrees forty-five

FILED

MAY 27 AM 11:02

minutes west thirty-five feet (N 15° 45' W 35') to a pipe; thence leaving said alley and with the division line between the lot now being described and that intended to be conveyed by the said Joseph T. Talley and Annie L. Talley, his wife, to John O. Emrick and Margaret Ellen Emrick, his wife, by deed dated July 29, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 142, folio 31. North sixty degrees fifty minutes east one hundred ten feet (N 60° 50' E 110') to a pipe on the west side of Washington Street; thence with the same, South fifteen degrees forty-five minutes east thirty-five feet (S 15° 45' E 35') to the place of beginning. The improvements thereon being known as No. 406 Washington Street.

The above property is in fee simple, and the improvements consist of a frame dwelling.

TERMS OF SALE: A cash deposit of Seven Hundred Dollars, (\$700.00) will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County (in Equity), to bear interest from day of sale to day of settlement at six per cent (6%) per annum. Taxes, sanitary charges, and all other public charges or expenses, if any, to be adjusted to day of sale.

JOHN O. DUMLER

Attorney named in Mortgage
ALEX. COOPER, Auctioneer

Handwritten signature

M-15

JOHN O. DUMLER, Attorney named
in Mortgage

IN THE CIRCUIT COURT

Vs.

FOR

WALTER F. ROBERTSON and
EVELYN L. ROBERTSON, his wife

ANNE ARUNDEL COUNTY
(In Equity)

12,619 Equity

.....

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

The report of sale of John O. Dumler, Attorney named in the mortgage to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital-Gazette, Press, Inc. a newspaper published in Anne Arundel County, for more than twenty days preceeding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the 22nd day of May, 1958 at 2:30 P.M. sell on the premises, the aforesaid fee simple property unto General Investors of Annapolis, Inc. at and for the sum of Four Thousand Three Hundred (\$4,300.00) Dollars cash, the said General Investors of Annapolis, Inc having offered the greatest price therefor.

John O. Dumler
John O. Dumler
Attorney named in Mortgage

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I hereby certify, that on this 26th day of May in the year one thousand nine hundred and fifty-eight, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

Antoinette M. Granese
Antoinette M. Granese, Notary Public

My commission expires May 4, 1959



FILED
1958 MAY 27 AM 11:02

ORDER NISI

LIBER 111 PAGE 443

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,619 Equity

John O. Dumler, Attorney

Named in Mortgage

versus

Walter F. Robertson and
Evelyn L. Robertson, his wife

Ordered, this 27th day of May, 1958, That the sale of the
Property in these proceedings mentioned

made and reported by John O. Dumler, Attorney Named in Mortgage

~~XXXXXX~~

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

The report states that the amount of sale ~~XXXX~~ \$ 4,300.00

Clerk.

True Copy.

Filed 1958 May 27 AM 11:02

TEST: Clerk.

(Final Order)

John O. Dumler, Attorney

Named in Mortgage

VERSUS

Walter F. Robertson and
Evelyn L. Robertson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of July, 1958,
that the sale made and reported by the ~~XXXX~~ ^{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 ~~XXXX~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1958 JUL 10 PM 3:18

Benjamin Nicholas
Judge

OFF. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 111 PAGE 444

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,619.

Walter F. Robertson

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 July, 1958. The first

insertion being made the 5th day of

June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,619 Equity

JOHN O. DÜMLER, Attorney Named in Mortgage

VERSUS

WALTER F. ROBERTSON and EVELYN L. ROBERTSON, his wife

Ordered, this 27th day of May, 1958. That the sale of the property in these proceedings mentioned made and reported by John O. Dumler, Attorney Named in Mortgage, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was \$4,300.00. GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk Ju-26

FILED

No. M. 1958 JUL 29 PM 3:23

13

In the Case of

John O. Dumler,
Attorney named in Mortgage

vs.

Walter F. Robertson
and
Evelyn L. Robertson, his wife

In the
Circuit Court

For

Anne Arundel County
No. 12,619 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 21, 1958

All of which is respectfully submitted.

Laura R. Jackling
Auditor

FILED

1958 JUL 24 PM 12:02

16

Dr. John O. Dumler, Attorney named in Mortgage vs. Walter F. Robertson and Evelyn L. Robertson, his wife in ac.

To Attorney for Fee, viz:	75 00	
To Attorney for Commissions, viz:	159 86	234 86
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account and two copies	18 00	56 00
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	90 65	
Capital- Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Fidelity & Deposit Co. of Md. -bond premium	20 00	
E.T. Newell & Co., Inc.- auctioneer's fee	100 00	
One-half Federal documentary stamps	2 48	
One-half State documentary stamps	2 47	
Antoinette M. Granese - notary fees	1 00	230 60
To Attorney for Taxes, viz:		
1958 State and County taxes (\$71.16) - 4 months 22 days	28 05	28 05
To Attorney for Benefit Charges, viz:		
Metered water to 5/22/58	6 00	6 00
To The Capital Building and Loan Ass'n of Baltimore City, mortgagee - this bal- ance on account mortgage claim	3,773 29	3,773 29
		4,328 80
Amount of mortgage claim filed	3,942 25	
Cr. Amount allowed above	3,773 29	
Balance subject to decree in personam	168 96	

with

John O. Dumler, Attorney named in Mortgage

Cr.

1958

May 22

Proceeds of Sale

4,300 00

Interest on deferred payment of

\$3,600.00 - 1 month 18 days

28 80

4,328 80

4,328 80

10

ORDER NISI

LIBER 111 PAGE 448

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

John O. Dumljer,

Attorney named in Mortgage

VERSUS

Walter F. Robertson

and

Evelyn L. Robertson, his wife

No. 12,619

Equity.

1958 JUL 24 PM 12:02

ORDERED, This 21st 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 2nd 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 2nd day of September next.

George F. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of September, 1958, that the foregoing 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 H. Evans
Judge

FILED

1958 SEP -6 AM 9:45

17

Maryland Gazette

LIBER 111 PAGE 449

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 3, 1958

We hereby certify, that the annexed

Order nisi, Eq. 12,619
auditor account

Walter F. Robertson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 2nd

day of September, 1958. The first

insertion being made the 31st day of

July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 36-31-1958 SEP -3 PM 3:52

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,619 Equity

JOHN O. DUMLER, Attorney Named in Mortgage VERSUS

WALTER F. ROBERTSON and EVELYN L. ROBERTSON, his wife

Ordered, this 24th 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 by the contrary be shown on or before the 2nd 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 2nd day of September next.

GEORGE T. CROMWELL, Clerk True Copy, TEST:

GEORGE T. CROMWELL, Clerk A-14

WILLIAM F. PODLICH,
Attorney Named In Mortgage

: NO.

12631

EQUITY

: IN THE CIRCUIT COURT FOR
: ANNE ARUNDEL COUNTY

vs.

: IN EQUITY

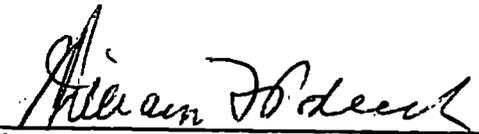
JOSEPH CHARLES OCUS and
ELIZABETH A. OCUS, his wife

: DOCKET

FOLIO

MR. GEORGE T. CROMWELL, CLERK:

Please docket the above entitled case, and file the accompanying original Mortgage upon the property described therein and situated in Anne Arundel County, State of Maryland, from JOSEPH CHARLES OCUS and ELIZABETH A. OCUS, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, for the sum of Five Thousand Five Hundred and 00/100 (\$5,500.00) Dollars, dated September 17, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 865 Folio 386 and marked "ATTORNEY'S EXHIBIT NO. 1", together with the accompanying Affidavit regarding the Military Status of said Defendants, and marked "ATTORNEY'S EXHIBIT NO. 2."



(William F. Podlich)
Attorney Named in Mortgage

April 25, 1958

FILED
1958 APR 26 AM 11:17

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

"ATTORNEY'S EXHIBIT NO. 1"

No. 12,631 Equity

This Mortgage, made this 17th day of September

in the year one thousand nine hundred and fifty-four between JOSEPH CHARLES OCUS and ELIZABETH A. OCUS, his wife, of Anne Arundel County in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said JOSEPH CHARLES OCUS and ELIZABETH A. OCUS, his wife, the sum of Five Thousand Five Hundred and 00/100 (\$5,500.00) dollars, which said sum the said Mortgagor(s) agree(s) to repay 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 Fifty-three and 70/100 (\$53.70) dollars on or before the 20th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

- FIRST: To the payment of interest at the rate aforesaid. SECOND: Towards the payment of the aforesaid principal sum.

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

This loan may be prepaid, in whole or in part, and when, in any one month, during the term of this mortgage, the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said JOSEPH CHARLES OCUS and ELIZABETH A. OCUS, his wife, do (th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 2 of Section A as shown on a Plat entitled "Plat of Sumac Fields" dated November 21, 1941, and recorded among the Land Records of Anne Arundel County in Plat Book 18, Folio 18 (Plat Cabinet No. 3, Rod E-4, Plat 5), situate on Old Annapolis Road, 133.93 feet east of Marley Road.

BEING the same lot of ground described in a Deed dated August 9, 1950, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 584, Folio 256, from The Maryland State Housing Company unto the Mortgagors herein.

FILED 1958 APR 26 AM 11:17

LIBER 111 PAGE 452

LIBER 865 PAGE 387

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.
TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, ~~in fee simple, forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of **Eighty-four (\$84.00) Dollars** payable in even and equal half-yearly installments on the 9th days of February and August in each and every year.

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

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

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.
- III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.
- IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.
- V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.
- VI. To pay all ground rent (if any) taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the - 20th - day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.
- VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.
- IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.
- X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

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

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

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

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

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

WITNESS:

Elsie Curtis

ELSIE CURTIS

Joseph Charles Ocus
(Joseph Charles Ocus) (SEAL)

Elizabeth A. Ocus
(Elizabeth A. Ocus) (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 17th day of September

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 Baltimore City, personally appeared

JOSEPH CHARLES OCUS and ELIZABETH A. OCUS, his wife - - - - - , the mortgagor(s),

named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, - - - - - JOHN L. FISHER, - - - - -

President of Aurora Federal Savings and Loan Association, a body incorporate, the mortgagee, and made oath in the form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Elsie Curtis

Notary Public.

My commission expires on

May 2nd,

ELSIE CURTIS

Recorded: September 23, 1954 at 10.15 A.M.

2

MORTGAGE

FROM

JOSEPH CHARLES OCUS and

ELIZABETH A. OCUS, his wife,

TO

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION

Block No.

Received for record 23 Sept.
19 54 at 10.15 o'clock A. M.

Same day recorded in Liber 865
No. 865 folio 386 &c. one of
the Land Records of A.A.Co.

and examined per
JOHN H. HOPKINS, Clerk.

Cost of Record \$ 1.00

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

Property:

Old Annapolis Road

Description approved

J.C.C.

Execution approved

EC

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942

"ATTORNEY'S EXHIBIT NO. 2"

WILLIAM F. PODLICH, Attorney Named In Mortgage	NO.	12631	EQUITY
vs.			IN THE CIRCUIT COURT
JOSEPH CHARLES OCUS and			FOR
ELIZABETH A. OCUS, his wife	DOCKET		ANNE ARUNDEL COUNTY
			FOLIO

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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

- 1 - Said Defendants are not in the Military Service of the United States.
- 2 - Said Defendants are not in the Military Service of any nation allied with the United States.
- 3 - Said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended.
- 4 - Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

Dwight F. Brunk

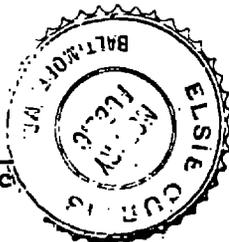
 (Dwight F. Brunk) Affiant

Subscribed and sworn to before me this 25th day of April, 1958

Elsie Curtis

 Notary Public

ELSIE CURTIS



FILED

1958 APR 26 AM 11:17

6

WILLIAM F. PODLICH
Attorney named in Mortgage,

vs.

Joseph Charles Ocus and
Elizabeth A. Ocus, his wife.

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY IN EQUITY

Docket 17/298 Equity No. 12631

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage filed in these proceedings, from the aforesaid Joseph Charles Ocus and Elizabeth A. Ocus, his wife, to said body corporate, dated September 17, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 865, folio 386;

Original Loan	\$5,500.00
Amount repaid	<u>1,111.23</u>
Loan Balance	\$4,388.77
Interest to 5-27-58	94.42
Late penalty	<u>8.46</u>
	\$4,491.65
Deficit Expense Acct	<u>66.11</u>
	\$4,557.76

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By

Dwight F. Brunk
(Dwight F. Brunk) Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 24th day of May, 1958, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the Plaintiff in the above entitled cause, and made oath that the foregoing is a true and just statement of the amount of the Mortgage Claim under the Mortgage filed in said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Elsie Curtis
Elsie Curtis - Notary Public.



FILED
1958 MAY 24 AM 9:27

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
STATE OF MARYLAND

LIBER 9 PAGE 309

LIBER 111 PAGE 457

WILLIAM F. PODLICH
Attorney named in Mortgage,

Docket 17/298 Equity No. 12631

vs.

Joseph Charles Ocus and
Elizabeth A. Ocus, his wife

BOND OF Attorney
To SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,
Meyerhoff Building, Baltimore 1, Maryland

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the
laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the
full and just sum of Four thousand Six Hundred and 00/100 - - - - -
Dollars (\$4,600.00), 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 20th day of May , in the year of
our Lord, nineteen hundred and fifty eight.

WHEREAS, the above bounden William F. Podlich

by virtue of the power contained in a mortgage
from Joseph Charles Ocus & Elizabeth A. Ocus, wife to Aurora Federal
Savings & Loan Association bearing date the
17th day of September , 19 54 and recorded among the Land
Records of Anne Arundel County in Liber JHH
No. 865 Folio 386 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden
William F. Podlich

do and shall well and truly and faithfully perform the trust reposed in him under the mort-
gage 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 obli-
gation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Elsie Curtis

Elsie Curtis

William F. Podlich

William F. Podlich

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Robert C. Noeth*

Robert C. Noeth
Attorney in fact.

FILED

*Bond Approved
this 24th day of May, 1958
George T. Cornwall, Clerk*

1958 MAY 24 AM 9:27

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

**Attorney's
Sale
OF VALUABLE
LEASEHOLD
PROPERTY**

ON OLD ANNAPOLIS ROAD
And Known As
LOT NO. 2, SECTION A,
SUMAC FIELDS
In The Third Election District of
Anne Arundel County, Maryland

The undersigned Attorney, under and by virtue of the power and authority contained in a Mortgage dated September 17, 1954 and recorded among the Mortgage records of Anne Arundel County in Liber J.H.H. No. 865 Folio 388 from JOSEPH CHARLES OCUS and ELIZABETH A. OCUS, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said Mortgage being now in default, will sell at Public Auction, on the premises, on

**Tues., May 27th, 1958
at 2:30 o'clock P.M.**

(EASTERN DAYLIGHT SAVING TIME)

all that leasehold lot or parcel of ground situate in the Third Election District of Anne Arundel and described as follows:

BEING known and designated as Lot No. 2 of Section A as shown on a Plat entitled "Plat of Sumac Fields" dated November 21, 1941 and recorded among the Land Records of Anne Arundel County in Plat Book 18 Folio 18 (Plat Cabinet No. 3, Rod E-4, Plat 5), situate on Old Annapolis Road, 133.93 feet east of Marley Road.

SUBJECT to the payment of an annual ground rent of Eighty-four (\$84.00) Dollars, payable in even and equal semi-annual installments.

IMPROVED by a detached Frame Bungalow.

TERMS: Cash upon ratification of Sale by the Circuit Court for

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

A CASH deposit of \$500.00 will be required of the Purchaser on the day of Sale, balance of purchase price to bear interest at 6% from day of Sale.

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

M-22

OFFICE OF

Maryland Gazette

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

LIBER 111 PAGE 458

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 4, 1958

We hereby certify that the annexed

Attorney's Sale
12.631
Joseph Charles Ocus

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 27th

day of May, 1958. The first

insertion being made the 1st day of

May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By June 5 1958
FILED

WILLIAM F. PODLICH
Attorney Named in Mortgage

: No. 12,631 - EQUITY

: In the

-vs-

: CIRCUIT COURT

JOSEPH CHARLES OCUS and
ELIZABETH A. OCUS, his wife

: for Anne Arundel County

: Docket No. 17 - Folio 298

CERTIFICATE OF AUCTIONEER

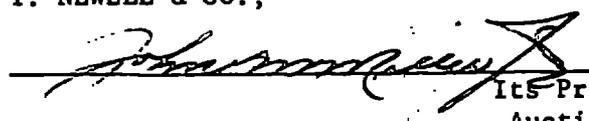
IT IS HEREBY CERTIFIED that on the 27th day of May, 1958, the undersigned Auctioneer did sell the leasehold property on Old Annapolis Road, being Lot No. 2, Section A, Sumac Fields, in the Third Election District of Anne Arundel County, (and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE), unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

at and for the sum of Four Thousand Six Hundred & 00/100 (\$4,600.00) Dollars, said purchaser being at that figure, the highest bidder therefor.

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

E. T. NEWELL & CO.,

By

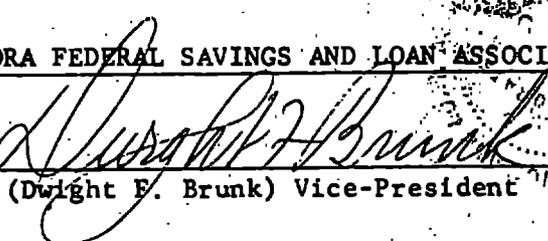

Its President
Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did on the 27th day of May, 1958, purchase the leasehold property described in the foregoing "CERTIFICATE OF AUCTIONEER," from WILLIAM F. PODLICH, Attorney Named in Mortgage, at and for the sum of Four Thousand Six Hundred (\$4,600.00) Dollars, of which the sum of Five Hundred and 00/100 (\$500.00) Dollars was paid on account to said Attorney; and the undersigned hereby agree to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By


(Dwight E. Brunk) Vice-President

FILED

1958 JUN -6 AM 9:53

10

WILLIAM F. PODLICH,
Attorney Named in Mortgage

: No. 12,631 - EQUITY

-vs-

: In the

JOSEPH CHARLES OCUS and
ELIZABETH A. OCUS, his wife

: CIRCUIT COURT

: for ANNE ARUNDEL COUNTY

Docket 17 - Folio 298

TO THE HONORABLE THE JUDGE OF SAID COURT:

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

1- That under and by virtue of the power contained in a Mortgage from JOSEPH CHARLES OCUS and ELIZABETH A. OCUS, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated September 17th, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 865, Folio 386, to make sale of the property therein described in case of default, and default having occurred thereunder, the said WILLIAM F. PODLICH, Attorney Named in said Mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in THE MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County, did, on Tuesday, May 27th, 1958, at 2.30 o'clock, P.M., at the said mortgaged premises, offer the leasehold property known as Lot No. 2, Section A, SUMAC FIELDS, as shown on the "PLAT OF SUMAC FIELDS," and described in said Mortgage, for sale by Public Auction; and the said WILLIAM F. PODLICH, Attorney as aforesaid, then and there sold the leasehold interest in and to the said property unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, at and for the sum of Four Thousand Six Hundred and 00/100 (\$4,600.00) Dollars, it, being at that figure, the highest bidder therefor, the said property so sold being more particularly described in a copy of the Advertisement of Sale which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report.

2- And the said Attorney further reports that he has received from the purchaser the deposit of Five Hundred and 00/100 (\$500.00) Dollars, required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, same being as set out in said Advertisement annexed hereto.

1958 JUN -6 AM 9:53
FILED

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

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

AND, as in duty bound, etc.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 5th day of June, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in the aforementioned Mortgage, and made oath that the facts stated in the 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.



Elsie Curtis
Notary Public
ELSIE CURTIS

12

ORDER NISI

WILLIAM F. PODLICH,
Attorney Named in Mortgage

versus

JOSEPH CHARLES OCUS and
ELIZABETH A. OCUS, his wife

LIBER 111 PAGE 462
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,631 Equity

Ordered, this 6 day of June, 1958, That the sale of the
Property in these proceedings mentioned,
made and reported by William F. Podlich, Attorney Named in Mortgage,
~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14
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 14
day of July next.

The report states that the amount of sales ~~XXXXXX~~ was 4,600.00

FILED 1958 JUN 6 AM 9:53

George T. Cromwell
Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WILLIAM F. PODLICH,
Attorney Named in Mortgage

versus

JOSEPH CHARLES OCUS and
ELIZABETH A. OCUS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of July, 1958, That the sale made and reported by the ~~XXXXXX~~ Attorney aforesaid, be and the same is hereby ~~XXXXXX~~ Finally Ratified and Confirmed
in 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~~ Attorney allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1958 JUL 15 PM 3:53

Benjamin Michaelson
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 111 PAGE 463

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,631 Equity

WILLIAM F. PODLICH, Attorney Named in Mortgage

Versus

JOSEPH CHARLES OCUS and ELIZABETH A. OCUS, his wife

Ordered, this 6th day of June, 1958. That the sale of the property in these proceedings mentioned, mand and reported by William F. Podlich, Attorney Named in Mortgage. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was \$4,600.00.

GEORGE T. CROMWELL, Clerk True Copy. TEST:

GEORGE T. CROMWELL, Clerk Jy-3;

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,631.

Joseph Charles Ocus.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 14th

day of July, 1958. The first

insertion being made the 12th

day of June, 1958.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. 31 85 1958 JUL -9 PM 3:22 By H. Tilghman

In the Case of

William F. Podlich,
Attorney named in Mortgage
VS.
Joseph Charles Ocus
and
Elizabeth A. Ocus, his wife

In the
Circuit Court

For
Anne Arundel County

No. 12,631 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.

[Large section of horizontal dotted lines for text entry]

July 25, 1958

All of which is respectfully submitted.

Laura K. Seibling
Auditor.

FILED

1958 JUL 29 PM 12:19

Dr. William F. Podlich, Attorney named in Mortgage vs. Joseph
Charles Ocus and Elizabeth A. Ocus, his wife

in ac.

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	170	01	205	01
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	22	50	60	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	53	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S. Fidelity & Guaranty Co.-bond premium	18	40		
E.T. Newell & Co., Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Elsie Curtis - notary fees	1	50	118	16
To Attorney for Ground Rent, viz:				
Annual ground rent of \$85.00 from 2/9/58 to 5/27/58- 3 months 18 days	24	96	24	96
To Aurora Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	4,336	62	4,336	62
			4,745	25
Amount of mortgage claim filed	4,557	76		
Cr. Amount allowed above	4,336	62		
Balance subject to decree in personam	221	14		

with

William F. Podlich, Attorney named in Mortgage

Cr.

1958				
May	27	Proceeds of Sale	4,600	00
		Interest on deferred payment of \$4,100.00 - 1 month 19 days	66	93
				4,666 93
		Refund 1958 State and County taxes (\$119.87) - 7 months 3 days	70	92
		Refund 1958 water and sewer benefit charges (\$12.50) - 7 months 3 days	7	40
				78 32
				4,745 25

ORDER NISI

William F. Podlich,

Attorney named in Mortgage

VERSUS

Joseph Charles Ocus

and

Elizabeth A. Ocus, his wife

No. 12,631

Equity.

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

1958 JUL 29 PM 12:19
FILED

ORDERED, This 29th 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 2nd 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 2nd day of September next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of September, 1958, that the foregoing 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~~ ^{Trustees} apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew D. Evans
Judge

FILED

1958 SEP -6 AM 9:44

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 111 PAGE 468

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,631 Equity

WILLIAM F. PODLICH, Attorney named in Mortgage VERSUS

JOSEPH CHARLES OCUS

and ELIZABETH A. OCUS, his wife

Ordered, this 29th 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 2nd 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 2nd day of September next.

GEORGE T. CROMWELL, Clerk True Copy. TEST: GEORGE T. CROMWELL, Clerk A-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 3, 1958

We hereby certify, that the annexed

Order Nisi, Eq. 12,631
Auditor account.

Joseph Charles Ocus
was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 2nd

day of September, 1958. The first

insertion being made the 31st day of

July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 3648

1958

SEP -3

PM 353

H. Tilghman

JOHN H. CLARK, SR. and
SARAH J. CLARK, his wife
16 Greenway Road, Marley
Glen Burnie, Maryland

vs.

ANTONIO P. ROSELLO
604 West Lexington Street
Baltimore, Maryland
his heirs at law and all
other persons having or
claiming to have any interest
in Lots Nos. 7 and 8 in
Section I, as designated on
the Plats of Glen Burnie Heights,
Third Election District, Anne
Arundel County, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 12,661 EQUITY

* * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, complaining, say:

1. That on or about April 22, 1958, the Certificate of Tax Sale attached hereto was issued by Joseph H. Griscom, Sr., successor to C. Albert Hodges, Collector of taxes for the State of Maryland and the County of Anne Arundel, in accordance with the provisions of Section 99 of Article 81 of the Annotated Code of Maryland, 1957 Edition, and was duly assigned to your Orators by the County Commissioners of Anne Arundel County, and said Certificate is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is described as follows:

All those certain lots of ground situate in the Third Election District of Anne Arundel County and designated as Lots Nos. 7 and 8 in Section I as shown on a Plat of Glen Burnie Heights, which Plat is recorded among the Plat Records of Anne Arundel County in Liber G.W. Section 3, Folio 185 (now Book 16, Folios 27 and 28). Being the identical lots of ground described incorrectly in said Certificate as Lots 7 and 8, Section T, Glen Burnie Heights. On July 21, 1931, the date of the Collector's Sale, the said lots of ground were assessed to

FILED

1958 MAY 12 PM 2:48

Antonio P. Rosello and were in fact owned by him on that date. According to the Land Records of Anne Arundel County, the Equity Records and the Records in the Orphans Court for Anne Arundel County, the title to said property is still vested in said person, subject to the Tax Sale mentioned in said Certificate.

3. That the aforesaid properties have not been redeemed by any Party in interest, although more than one year and one day from the date of the Sale has expired.

4. The Plaintiffs pray for process directed to the Defendant at his last known address as shown in the title to these proceedings; a copy of this Bill of Complaint has been mailed to the said Defendant at his last known address.

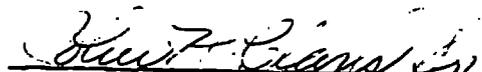
5. The Plaintiffs pray for an Order of Publication directed to all Parties of interest to the hereinbefore described properties.

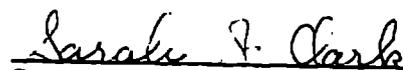
6. Attached hereto as Exhibit A is the aforesaid Certificate of Tax Sale No. 1188.

7. That to redeem the properties, it is necessary for the Defendant to pay the sum of \$175.00 with interest from July 21, 1931, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiffs, and any reimbursements due the Plaintiffs under Sections 110 and 111 of Article 81 of the Annotated Code of Maryland, 1957 Edition.

8. The Plaintiffs pray the Court to pass a final decree foreclosing all rights of redemption of the Defendant and any and all other persons having or claiming to have any interest in and to the property described herein.

AND AS IN DUTY BOUND, ETC.


John H. Clark, Sr.


Sarah J. Clark

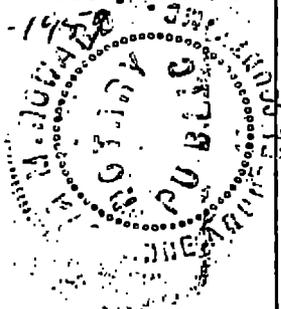

John H. Hopkins, IV
Solicitor for Plaintiffs
15 School Street
Annapolis, Maryland
Tel. Colonial - 3-3551

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of May, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. Clark, Sr., and Sarah J. Clark, his wife, and they each acknowledged in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Iva M. Howard
Iva M. Howard Notary Public
Comm Expires May 14 - 1959



CERTIFICATE OF TAX SALE

12661

1188

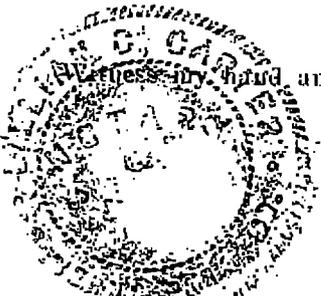
Joseph H. Deason, Jr. successor to C. Albert Hodges
Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on ~~October~~ July 21, 1931, I sold to G. A. Co
Conn. at public auction for the sum of 175⁰⁰ Dollars and

Cents, of which 175⁰⁰ Dollars has been paid as a deposit on the property
in District #3 described as Lots 6, 7, 8 Sec
T. (Other lots included in account
listed on attached sheet.)

and assessed to Antonio P. Rosello

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 July 22, 1932, 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 22nd day of April 1958

Joseph H. Deason, Jr.
Collector.

State of Maryland, Anne Arundel County, Sect:

I hereby certify, that on this 22 day of April, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Deason, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal, Notarial, Lillian O. Carter
Notary Public.

My Commission Expires May 4, 1959

Filed 12-May-1958

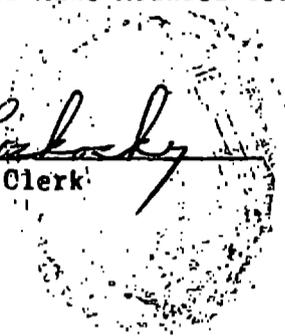
4 Plaintiffs Exhibit "A"

ASSIGNMENT

FOR VALUE RECEIVED, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest into Lots Nos. 7 and 8 in Section T, (I) in the foregoing Certificate of Tax Sale No. 1188, unto John H. Clark, Sr., and Sarah J. Clark, his wife.

WITNESS the signature of Ralph L. Lowman, President of the County Commissioners of Anne Arundel County, attested by its Clerk this day of April, 1958.

ATTEST:


Lucy Loskosky
Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE
ARUNDEL COUNTY

By: *Ralph L. Lowman*
Ralph L. Lowman, President

ANNE ARUNDEL COUNTY

OFFICE OF
TREASURER

ANNAPOLIS, MARYLAND

12661

LIBER 111 PAGE 474

JOSEPH H. GRISCOM, Sr.
County TreasurerOFFICE HOURS
10 A.M. - 4 P.M.

Continued from tax sale certificate

All that lot or parcel of ground and improvements lying in the third Election District of Anne Arundel County, being lots 1,2,3, Sec. EE: 38,39,40,41,42 Sec. 11 63 to 69 Sec. FF: 6,7,8, Sec. T: 4,35,36,37,38, Sec. EE: 1,2, Sec. Y; 1,2; Sec. BB;52,53,54 Sec. O; 43,44,45 to 55 Sec. U; 37,38, 39,40, 41, Sec.FF; 28 to 34 inc. Sec. DD; 1 to 16 inc. Sec. WW; which was conveyed to Antonio P. Rosello by the Workman's Co-operative Realty Company, incorporated by the following deeds; November 12,1919,recorded W. N.W. 18-399; October 31, 1919 Recorded W.N.W. 25-165, November 11, 1919; Recorded W.N.W. 25-167;November 14, 1919 Recorded W.N.W.. 21, 146; November 14, 1919 W.N.W. 21-146; November 20, 1919 Recorded W.N.W 21-150 January 20,1920, Recorded W.N.W. 25-444; January 20,1920 Recorded W.N.W. 25-447; April 23, 1920, recorded W.N.W. 17-292; June 7, 1920, recorded W.N.W. 32-217; July 29,1920, recorded W. N.W. 22-206,October 12, 1920, Recorded W. N. W. 37-191: October 12,1920 Recorded W.N.W. 37-192; assessed to Antonio P. Rosello for the year 1927, subsequent taxes to be paid by the purchaser on ratification of sale.



JOHN H. CLARK, SR. and
SARAH J. CLARK, his wife
16 Greenway Road, Marley
Glen Burnie, Maryland

vs.

ANTONIO P. ROSELLO
604 West Lexington Street
Baltimore, Maryland
his heirs at law and all
other persons having or
claiming to have any interest
in Lots Nos. 7 and 8 in
Section I, as designated on
the Plats of Glen Burnie Heights,
Third Election District, Anne
Arundel County, Maryland.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 12661 EQUITY

* * * * *

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland, to the County Commissioners of Anne Arundel County and by mesne assignment to the Plaintiffs in these proceedings:

Lots Nos. 7 and 8 in Section I as shown on a Plat of Glen Burnie Heights, in the Third Election District of Anne Arundel County, Maryland, as designated on said plat recorded in Plat Book G.W. Section 3, Folio 185 (now Book 16, Pages 27 and 28), of the Plat Records of said County.

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 the sale has expired.

It is thereupon this 12th day of May, 1958, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this ORDER in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, warning all persons interested in said property to be and appear in this Court by the 16th day of July, 1958, and redeem the property and answer

FILED

1958 MAY 12 PM 2:49

the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiffs a title, free and clear of all encumbrances.

George T. Cromwell
Clerk

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL
COUNTY
NO. 12,661 EQUITY

JOHN H. CLARK, SR. and
SARAH J. CLARK, his wife
16 Greenway Road, Marley
Glen Burnie, Maryland

versus

ANTONIO P. ROSELLO
604 West Lexington Street
Baltimore, Maryland
his heirs at law and all other
persons having or claiming to have
any interest in Lots Nos. 7 and 8 in
Section I, as designated on the
Plats of Glen Burnie Heights,
Third Election District, Anne
Arundel County, Maryland.

**Order Of
Publication**

The object of this proceeding is
to secure the foreclosure of all
rights of redemption in the fol-
lowing property situate in Anne
Arundel County, sold by the Col-
lector of Taxes for Anne Arundel
County and the State of Maryland,
to the County Commissioners of
Anne Arundel County and by
mesne assignment to the Plain-
tiffs in these proceedings:

Lots Nos. 7 and 8 in Section I
as shown on a Plat of Glen Bur-
nie Heights, in the Third Elec-
tion District of Anne Arundel
County, Maryland, as designated
on said plat recorded in Plat
Book G.W. Section 3, Folio 185
(now Book 16, Pages 27 and 28),
of the Plat Records of said Coun-
ty.

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

It is thereupon this 12th day of
May, 1958, by the Circuit Court for
Anne Arundel County, in Equity,
ORDERED that notice be given
by the insertion of a copy of this
ORDER in some newspaper hav-
ing a general circulation in Anne
Arundel County, once a week for
four (4) successive weeks, warn-
ing all persons interested in said
property to be and appear in this
Court by the 16th day of July,
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 and
vesting in the Plaintiffs a title,
free and clear of all encum-
brances.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Ju-5

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 111 PAGE 471

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1958

We hereby certify, that the annexed

Order of Publication
Eq. 12,661 Property

Antonio P. Rosello

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 July, 1958. The first

insertion being made the 15th day of

May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUN 11 AM 9:36

By

H. Tilghman

JOHN H. CLARK SR. and
SARAH J. CLARK, his wife

vs.

ANTONIO P. ROSELLO, ET AL

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 12,661 EQUITY

* * * * *

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

JOHN H. HOPKINS, IV, Solicitor for the Plaintiffs herein, does hereby certify that on the 12th day of May, 1958, he caused a copy of the Bill of Complaint and the Order of Publication in the above titled cause to be mailed by registered mail, return receipt requested, to the Defendant named in this cause at his last known Post Office address, according to the records of the Bureau of Assessments of Anne Arundel County. He further certifies that the aforementioned registered letter was returned marked "Unclaimed".

He further certifies that he has checked the Orphans Court Records of Anne Arundel County, the telephone directories of Anne Arundel County and the City of Baltimore, and he is unable to locate the Defendant, Antonio P. Rosello or a record of his Estate; that he does not have any other address for the said Defendant, nor does he know the names or addresses of the heirs, if any, of the said Defendant, if he may be deceased, nor has he any way of ascertaining same.

He further certifies that he searched the Land, Equity, Law and Register of Wills Records of Anne Arundel County as required by Section 101 of Article 81 of the Annotated Code of Maryland, 1951 Edition, and that the party Defendant in this proceeding is the only party having an interest in the properties mentioned in said cause as shown by said Records and disclosed by said search.

WITNESS the hand and seal of the affiant this 18th day of July, 1958.

John H. Hopkins, IV

John H. Hopkins, IV
Solicitor for Plaintiffs (SEAL)



Kathleen L. Woelfel

Kathleen L. Woelfel, Notary Public

FILED
1958 AUG -2 AM 10:31

JOHN H. CLARK, SR., and
SARAH J. CLARK, his wife

vs.

ANTONIO P. ROSELLO, ET AL.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 12,661 EQUITY

* * * * *

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER OF PUBLICATION heretofore issued in these proceedings having been duly published in the MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County, Maryland, and the defendant, Antonio P. Rosello, his heirs at law and other persons having or claiming to have any interest in the properties which are the subject matter of these proceedings, having failed to appear in person or by solicitor and answer the Bill of Complaint filed against them.

It is thereupon, this ^{twelfth} day of ~~July~~, 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 the defendant, Antonio P. Rosello, his heirs at law and those claiming by, through or under them, and all persons having claim or claiming to have any interest in the properties which is the subject matter of these proceedings.

Benjamin McLean
Judge

FILED
1958 AUG -2 AM 11:39

JOHN H. CLARK, SR. and
SARAH J. CLARK, his wife
PLAINTIFFS

vs.

ANTONIO P. ROSELLO, ET AL
DEFENDANTS

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 12,661 EQUITY

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the Annotated Code of Maryland, referring to the foreclosure of the equity of redemption of tax sale property.

It is, thereupon, this 5th day of September, 1958, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendant or of anyone claiming by, through or under him, in and to the properties described in this proceeding, be and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said properties, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) are hereby vested in the Plaintiffs.

3. That, upon payment to him of the balances, if any, due, on the purchase price of said properties, 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 properties to the Plaintiffs.

4. That the Plaintiffs shall pay the costs of this proceeding.

Benjamin H. ...
Judge

FILED

1958 SEP -6 AM 11:13

MEYER MINDEL, Assignee of : IN THE CIRCUIT COURT
The Bond Realty Company, :
a Body Corporate, :
111 N. Charles St. :
Baltimore 1, Maryland :

vs

FOR

MIKE J. VALABEK and : ANNE ARUNDEL COUNTY
HELEN K. VALABEK, His Wife, :
13th St. and Camp Road :
Green Haven :
Anne Arundel County, Maryland :

IN EQUITY

: : : : : : : : : :

No. 12,652 Equity
507

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled case and file the attached mortgage as Plaintiff's exhibit No. 1, and two short assignments as Plaintiff's exhibits No. 2 and No. 3.

Meyer Mindel

Meyer Mindel, Assignee

FILED

1958 MAY -7 AM 10:43

Plaintiff's Exhibit No. 1

LIBER 728 PAGE 137

LIBER 111 PAGE 482

Equity No. 12.652 Equity

This Mortgage, Made this 12th day of November, 1952.

between MIKE J. VALABEK and HELEN K. VALABEK his wife, of Anne Arundel County,

Irvington Federal Savings and Loan Association of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors being members of said body corporate, Mortgagee, have received therefrom an advance of FIFTY-EIGHT HUNDRED (\$5800.00) dollars, being the balance of the purchase money for the property herein described which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per centum per annum, in the manner following:

By the payment of \$ 56.60 plus one-twelfth of the annual taxes, ground rent and other public charges, assessments and insurance 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. 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 as herein agreed.

The said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises; (3) 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 One Dollar, the said Mortgagors do grant, convey and assign unto said Irvington Federal Savings and Loan Association of Baltimore City, its successors and assigns, all those lot S, piece S or parcel S of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a pipe at the intersection of the Easterly line of Camp Road (30 feet wide) with the Southerly line of Thirteenth Street (30 feet wide); thence along the Southerly line of said Thirteenth Street North 70 degrees 15 minutes East 105 feet to a pipe; thence leaving said Street and running South 19 degrees 45 minutes East 100 feet to a pipe; thence South 70 degrees 15 minutes West 105 feet to a pipe in the Easterly line of Camp Road; thence along the Easterly line of said Road North 19 degrees 45 minutes West 100 feet to the place of beginning.

BEING all of lots 34, 35, 36 and 37 and the Westerly five feet of lot 38, all in Section 22, as shown on the Plat of "Green Haven" filed among the Land Records of Anne Arundel County in Cabinet 2, Rod D9, Plat 346.

BEING the same lots 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, prior hereto, were granted and assigned by The Bond Realty Company, unto the within named Mortgagors.

FILED

1958 MAY -7 AM 10:43

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 Mortgagee, 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 SEVENTY-EIGHT (\$78.00) DOLLARS, payable in equal half-yearly installments on the 12th days of May and November, in each and every year.

This mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January Session in the year 1945, or any supplement thereto.

If, however, the said Mortgagors their ~~own~~ 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 sfor themselves, their - - - - - ~~own~~ personal representatives or assigns, covenant with the said Irvington Federal Savings and Loan Association of Baltimore City, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee; (3) not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time; (4) to pay all 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 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 interest as herein

agreed, 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; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any persons or corporation, other than the 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; (7) 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 foregoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagors in person or by mail, to the mortgagors' last known address; (8) if the mortgage debt is paid before maturity and if any prepayment equals or exceeds twenty per centum of the original principal amount of the loan, ^{six months'} ~~90 days'~~ interest, at the rate specified in this mortgage, on the amount prepaid, shall be paid to the Mortgagee.

AND IT IS AGREED that until default is made, the said mortgagorS, their - - - ~~heirs~~ personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagorS consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of ~~Sections 720, 721 and 722 of Chapter 24~~ of the Laws of Maryland, ~~and in the absence of any law to the contrary~~ or any addition, amendment or 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 JOHN T. BACKMAN, its duly constituted Attorney or Agent, under Article LXVI, ~~Section 19 of the Code of the Maryland Code (1926)~~ Public General Laws of the State of Maryland or under any other General or Local Law of the State of Maryland relating to mortgages. And the sale shall be made after giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the City or County in which the said mortgaged property is situate and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; the terms of sale may be all cash upon ratification of the sale or such other terms as the party making sale may deem expedient. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows: (1) 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 Twenty-five dollars; (2) to the extinguishment of all claims of the mortgagee, its successors or assigns; and (3) the balance, if any, to the said mortgagors, their heirs, personal representatives or assigns.

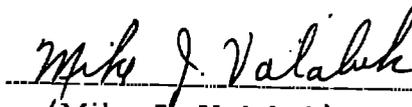
And the said mortgagors covenant to warrant specially the said property and to execute such further assurances thereof as may be requisite.

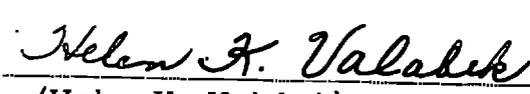
WITNESS the hands and seals of said Mortgagor S.

TEST:



 AGNES L. NAPF


 _____ [SEAL]
 (Mike J. Valabek)


 _____ [SEAL]
 (Helen K. Valabek)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I Hereby Certify that on this 12th day of - - November - , 19 52 before me, the subscriber, a

Notary Public of the State of Maryland, in and for Baltimore City, personally appeared MIKE J. VALABEK and HELEN K. VALABEK his wife,

the Mortgagor named in the foregoing mortgage and they acknowledged said Mortgage to be their act.

At the same time also appeared - - - - - JOHN T. BACKMAN, Attorney or Agent of said body corporate, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and also made oath that he is the Agent of the Mortgagee and is duly authorized to make this affidavit.

WITNESS my hand and notarial seal.

Agnes L. Napf
AGNES L. NAPFED Notary Public.

Recorded-11th-Dec.-1952-at-2:40-P.M.

Plaintiff Exhibit No. 3

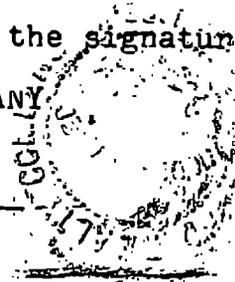
② *Witness* For Value Received The Bond Realty Company, a body corporate, hereby assigns the within mortgage unto Meyer Mindel for the purpose of foreclosure, this 6th day of May, 1958.

Witness the corporate seal of said body corporate and the signature of its President.

Mary A. Lisiecki
Mary A. Lisiecki
Witness

THE BOND REALTY COMPANY

BY: *Meyer Mindel*
(Meyer Mindel
President



John T. Backman
Attorney at Law
Baltimore, Maryland

MORTGAGE

FROM

MIKE J. VALABEK and
HELEN K. VALABEK
his wife.

TO

IRVINGTON FEDERAL SAVINGS
AND LOAN ASSOCIATION OF
BALTIMORE CITY

Block No. Anne Arundel County.

Received for Record Dec 11 1952
at 2:40'clock P.M. Same day recorded in
Liber 128 No. 725 Folio 137
etc., one of the Land Records of Baltimore City,
and examined per

John T. Backman, Clerk.
J. D. C.

① *Witness*

Plaintiff Exhibit No. 2

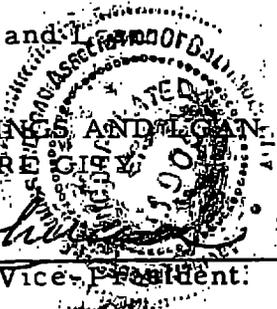
FOR VALUE RECEIVED, the IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY hereby assigns the within Mortgage unto THE BOND REALTY COMPANY, without recourse, this 5th day of May, 1958.

WITNESS the corporate seal of said Irvingt.n Federal Savings and Association of Baltimore City, and the signature of its Vice-President.

ATTEST:

D. A. Wenck
(D. A. Wenck) Asst. Secretary.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY
By: *Eugene C. Johnson*
(Eugene C. Johnson) Vice-President.



728-1318

**SHORT ASSIGNMENT
OF MORTGAGE**

FROM

IRVINGTON FEDERAL SAVINGS
AND LOAN ASSOCIATION OF
BALTIMORE CITY

TO

THE BOND REALTY COMPANY

①

BLOCK No. Anne Arundel County

Received for Record

at o'clock M. Same day

Recorded in Liber ~~.....~~ P. No.

Folio etc., one of the

Records of ANNE ARUNDEL COUNTY and examined.

Per

Clerk.

Ed. 100

**SHORT ASSIGNMENT
OF MORTGAGE**

FROM

THE BOND REALTY COMPANY

TO

MEYER HINDEL

②

BLOCK No.

Received for Record

at o'clock M. Same day

Recorded in Liber ~~.....~~ P. No.

Folio etc., one of the

Records of ANNE ARUNDEL COUNTY and examined.

Per

Clerk.

Ed. 100

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

LIBER 111 PAGE 487

MEYER MINDEL, Assignee of
The Bond Realty Company,
a Body Corporate,
111 N. Charles St.
Baltimore 1, Maryland

vs.
MIKE J. VALABEK and
HELEN K. VALABEK, His Wife,
13th St. & Camp Road
Green Haven,
Anne Arundel County, Maryland

IN THE
CIRCUIT COURT ~~for the City and County of Baltimore~~
FOR
OF
~~MARYLAND~~
ANNE ARUNDEL COUNTY
IN EQUITY

Docket Folio

Case No. 12,652 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 Meyer Mindel, President of The Bond
Realty Company, a Body Corporate,

and made oath in due form of law that he ~~is~~ knows the defendants herein, and that to
the best of his ~~best~~ information, knowledge and belief

(1) said defendants ^{are} ~~is~~ not in the military service of the United States,

(2) said defendants ^{are} ~~is~~ not in the military service of any nation allied with the United
States,

(3) said defendants ^{have} ~~has~~ not been ordered to report for induction under the Selective
Training and Service Act of 1940 as amended,

(4) said defendants ^{are} ~~is~~ not a members of the Enlisted Reserve Corps who has been or-
dered to report for military service.

Meyer Mindel
Affiant.
Meyer Mindel

Subscribed and sworn to before me
this 7th day of May 1958.

Mary A. Lisiecki
Notary Public



FILED
1958 MAY -7 AM 10:43

MEYER MINDEL, Assignee of
The Bond Realty Company,
a body corporate,
111 N. Charles St.
Baltimore 1, Maryland

Equity NO. 12652

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

vs.

MIKE J. VALABEK and
HELEN K. VALABEK, His Wife,
13th St. and Camp Road
Green Haven
Anne Arundel County, Maryland

IN EQUITY

DOCKET 17 FOLIO 309

: : : : : : : :

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of The Bond Realty Company, assignee of the mortgage from Mike J. Valabek and Helen K. Valabek, his wife, to the Irvington Federal Savings and Loan Association of Baltimore City dated November 12, 1952 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 728 Folio 137, which was short assigned to Meyer Mindel for the purpose of foreclosure.

Amount of Principal of Mortgage	\$5800.00
Paid on Account	<u>1991.49</u>
	\$3808.51
Interest from Feb. 1, 1958 to June 10, 1958	<u>82.51</u>
	\$3891.02
Expense Account Credit	<u>8.66</u>
	Total due \$3882.36

THE BOND REALTY COMPANY,

By: Meyer Mindel
Meyer Mindel, President

Meyer Mindel
Meyer Mindel, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 21st day of May, 1958 before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared Meyer Mindel, Assignee, and Meyer Mindel, President of The Bond Realty Company, and made oath in due form of law that the foregoing is a true and just statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Mary A. Luedi
Notary Public

FILED
1958 MAY 27 AM 9:01

Know all Men by these Presents:

THAT WE Meyer Mindel

111 N. Charles Street

of Baltimore 1, Maryland

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 Four thousand five hundred and 00/100 (\$4,500.00) - - - - - 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 19th day of May in the year of our Lord nineteen hundred and fifty-eight

WHEREAS, the above bounden Meyer Mindel

an assignment of by virtue of/a power contained in mortgage from Mike J. Valabek and Helen K. Valabek, his wife

to Irvington Federal Savings and Loan Association of Baltimore City

dated November 12, 1952 and recorded in Liber JHH

No. 728 folio 137 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 Meyer Mindel

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

Mary A. Lisiecki
Mary A. Lisiecki

Meyer Mindel
Meyer Mindel

[SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Edward Annen
Edward Annen, Attorney in fact

ATTEST:

Carol Swann
Carol Swann

FILED

1958 MAY 27 AM 9:01

Bond Approved this 27th day of May, 1958
George T. Cromwell, Clerk

MEYER MINDEL, Assignee of : Equity No. 12652
 The Bond Realty Company, :
 a body corporate, :
 111 N. Charles St. :
 Baltimore 1, Maryland : IN THE CIRCUIT COURT FOR
 vs : ANNE ARUNDEL COUNTY
 MIKE J. VALABEK and :
 HELEN K. VALABEK, His Wife :
 13th St. and Camp Road : IN EQUITY
 Green Haven :
 Anne Arundel County, Maryland : DOCKET 17 FOLIO 309

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of sale of Meyer Mindel, Assignee of The Bond Realty Company, to whom the mortgage in these proceedings was assigned for the purpose of foreclosure, and filed in these proceedings as Plaintiff's Exhibits 1, 2 and 3, respectfully shows that after giving bond for the faithful discharge of his trust, which bond was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceeding the day of sale, the said Meyer Mindel, Assignee, did, pursuant to said notice, on the 10th day of June, 1958 at 2:00 o'clock P.M. sell on the premises the leasehold property mentioned and described in said mortgage, and in the advertisement attached to the Auctioneer's certificate, made a part hereof, unto Leroy Jacobs and Lottie E. Jacobs, his wife, as tenants by the entireties, an undivided one-half interest and the remaining undivided one-half interest unto The Bond Realty Company at and for the sum of One Thousand Dollars (\$1000.), they having offered the greatest price therefor.

Meyer Mindel
 Meyer Mindel, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 14th day of June, 1958, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Meyer Mindel, Assignee, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Mary A. Lisiecki
 Mary A. Lisiecki, Notary Public

1958 JUN 11 AM 9:08
 FILED

ORDER NISI

MEYER MINDEL, Assignee of
The Bond Realty Company, a body
corporate

versus

MIKE J. VALABEK and
HELEN K. VALABEK, his wife

LIBER 111 PAGE 492
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,652 Equity

Ordered, this 11th day of July, 19 58, That the sale of the
Property in these proceedings mentioned
made and reported by Meyer Mindel, Assignee of The Bond Realty Company

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st.
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 21st.
day of July next.

The report states that the amount of sales ~~xxxx~~ was \$1,000.00

George T. Cromwell Clerk.

FILED 1958 JUN 11 AM 9:08

TEST: Clerk.

MEYER MINDEL, Assignee of
The Bond Realty Company, a body
corporate

MIKE J. VALABEK and
HELEN K. VALABEK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

... Term, 19
... day of July, 19
... hereby ~~xxxx~~ ^{FINALLY} Ratified and Confirmed
... although due notice appears to have been given as required by the Order
... ~~xxxx~~ ^{Assignee} allowed the usual commissions and such proper expenses as he shall pro-

Matthew J. Enner
JUDGE

FILED

1958 JUL 24 AM 10:03

MEYER MINDEL, Attorney
111 N. Charles Street
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE LEASEHOLD RESIDENTIAL PROPERTY

LOCATED AT GREEN HAVEN,
3RD DISTRICT OF
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Mike J. Valabek and Helen K. Valabek, wife, to Irvington Federal Savings and Loan Association of Baltimore City dated Nov. 12, 1952 recorded among the Land Records of Anne Arundel County in Liber J.B.H. No. 729 folio 137, the undersigned Assignee of said mortgage for the purpose of foreclosure (default having occurred thereunder) will offer for sale on the premises on:

**Tuesday, June 10, 1958
at 2 P. M.**

all that lot of ground situated in the 3rd Election District of Anne Arundel County, Maryland described as follows:

Beginning for the same at a pipe at the intersection of the Easterly line of Camp Road (30 feet wide) with the Southerly line of Thirteenth Street (30 feet wide); thence along the Southerly line of said Thirteenth Street North 70 degrees 15 minutes East 105 feet to a pipe; thence leaving said Street and running South 19 degrees 45 minutes East 100 feet to a pipe; thence South 70 degrees 15 minutes West 105 feet to a pipe in the Easterly line of Camp Road; thence along the Easterly line of said Road North 19 degrees 45 minutes West 100 feet to the place of beginning.

Being all of lots 34, 35, 36 and 37 and the Westerly five feet of lot 38, all in Section 22, as shown on the Plat of "Green Haven" filed among the Land Records of Anne Arundel County in Cabinet 2, Rod D9, Plat 346. Subject to an annual ground rent of \$78.00. Improved by a dwelling.

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

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, to bear interest from day of sale to date of final settlement, at 6 per cent per annum. Taxes, ground rent, and all other public charges, if any to be adjusted to day of sale.

MEYER MINDEL,

Assignee of mortgage
E. T. NEWELL & CO., Inc.,
Auctioner

Ju-5

OFFICE OF

LIBER 111 PAGE 493
Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

12,652
Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1958

We hereby certify, that the annexed

Mortgage Sale

Mike J. Valabek

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 10th

day of June, 1958. The first
insertion being made the 15th day of

May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By

1958 JUN 11 AM 9:36

H. Tilghman

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. 12,652 Equity

MEYER MINDEL, Assignee of
The Bond Realty Company, a
body corporate

versus

MIKE J. VALABEK and
HELEN K. VALABEK, his wife
Ordered, this 11th day of June,
1958: That the sale of the Property
in these proceedings mentioned,
made and reported by Meyer
Mindel, Assignee of The Bond
Realty Company BE RATIFIED
AND CONFIRMED, unless cause
to the contrary thereof be shown
on or before the 21st day of July
next; Provided, a copy of this Or-
der be inserted in some newspaper
published in Anne Arundel County,
once in each of three successive
weeks before the 21st day of July
next.

The report states that the
amount of sale was \$1,000.00.
GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Jy-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,652

Mike J. Valabek

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 July, 1958. The first

insertion being made the 19th day of

June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. C. 1958-3221-PM 1:47
JUL 11

with

Meyer Mindel, Assignee

Cr.

1958

June 10

Proceeds of Sale
Interest on deferred payment of
3500.00 - 1 month 13 days

1,000 00

3 54

1,003 54

1,003 54

18

ORDER NISI

LIBER 111 PAGE 498

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Meyer Mindel, Assignee of The Bond
Realty Company, a body corporate,

VERSUS

Mike J. Valabek

and

Helen K. Valabek, his wife

No. 12,652

Equity.

1958
AUG -1
PM 2:35

ORDERED, This 1st day of August, 1958, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th
day of 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
5th day of September next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th day of September, 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 ~~proceeds~~ ^{proceeds} apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

FILED

1958 SEP -9 PM 3:29

Handwritten signature

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 111 PAGE 499

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 3*, 1958

We hereby certify, that the annexed -----

Deduce Nisi. Eq. 12, 652

Auditor account.

Mike J. Valabek

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 *8th* -----

day of *September*, 1958. The first

insertion being made the *7th* ----- day of

August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. *3669* ----- 1958 SEP -3 PM 3:53 *H. Tilghman* -----

20

Order Nisi
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,652 Equity

MEYER MINDEL, Assignee of
THE BOND REALTY COMPANY,
a body corporate

Versus

MIKE J. VALABEK and
HELEN K. VALABEK, his wife

Ordered, this 1st day of August,
1958, that the Report and Ac-
count of the Auditor, filed this
day in the above entitled cause,
BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
be shown on or before the 8th
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 8th day of September next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:

GEORGE T. CROMWELL, Clerk
A-21

H. Allen Mezger, Assignee

vs.

Joseph E. Broring and Flossie

M. Broring, his wife

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*
*

IN THE CIRCUIT COURT

FOR

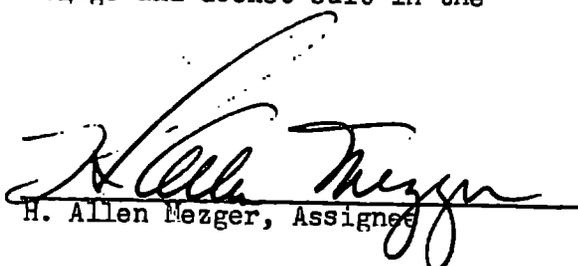
ANNE ARUNDEL COUNTY

Equity No. 12,655
310

* * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.


H. Allen Mezger, Assignee

No Stamps

Required

LIBER 111 PAGE 501

THIS MORTGAGE, Made this 29th day of June-----, in the year one thousand nine hundred and fifty-five, between Joseph E. Boring and Flossie M.

Boring, 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 (\$8,000.00) -----

-----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-Eight (\$68.00) Dollars ----- commencing on the fifth - - - day of August -, 1955, and on the fifth - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in the Fifth Election District,

Anne Arundel County, Maryland-----, and described as follows:

~~BEING~~ BEING known and designated as Lots Nos. Twenty-one (21) and Twenty-two (22) Section M, as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-9, Plat 348, now Plat Book 15, folio 5. The improvements whereon are known as No. 120 Bon Air Avenue.

BEING the same lots 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, were granted and conveyed by The White Villa Corporation, a body corporate, to the said mortgagors.

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

FILED

1958 MAY -7 AM 11:35

2

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 Ninety(\$90.00) Dollars, payable in equal semi-annual installments on the 29th day of June and December, 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-

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 fifth----- day of each and every month the sum of Seventeen (\$17.00) 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 foregoing 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 defend 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

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 requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

Betty Lou Vogt
Betty Lou Vogt

Joseph E. Boring (SEAL)
Joseph E. Boring

Flossie M. Boring (SEAL)
Flossie M. Boring

(SEAL)

(SEAL)

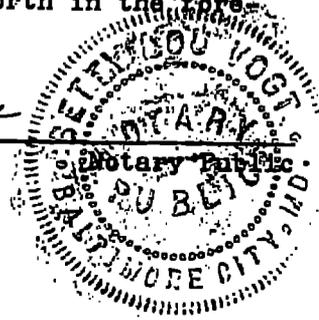
STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of June----- 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Joseph E. Boring and Flossie M. Boring, his wife

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the foregoing 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
Betty Lou Vogt



My Commission Expires May 6th, 1957.

Recorded-7th July, 1955, at 9 A.M.

LIBER 942 PAGE 402

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

5-1

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 30th day of April, 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



SHORT ASSIGNMENT OF MORTGAGE

FROM

Arundel Federal Savings & Loan

Association of Baltimore City

TO

H. Allen Mezger, Assignee

FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY

~~BLANK~~

Received for Record at _____ o'clock
Recorded in Liber M. E. P. No. _____
Folio _____ etc. one of the
Records of Anne Arundel County
Per _____
1958 MAY - 11 11:00
RECORDED IN LIBER GTC
NO. 942 OF OL 0452
GEO. T. CROMWELL, CLERK

Clerk.

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

MORTGAGE



From:

Joseph E. Boring
and
Flossie M. Boring,
his wife

To:

Arundel Federal Savings
and Loan Association
of Baltimore City

FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 7 Day
of July 1958, at 7 A.M.
and the same day recorded in Liber
B.T.R. No. 942 Fol. 448, Land
Records of Anne Arundel County

GEORGE T. CROMWELL, Clerk

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

Handwritten signature and number 740

STATEMENT OF MORTGAGE CLAIM

LIBER 111 PAGE 507
IN THE

H. Allen Mezger, Assignee

vs.

Joseph E. Broring and Flossie M.

Broring, his wife

CIRCUIT COURT

— OF —

~~NOTARY PUBLIC~~
ANNE ARUNDEL COUNTY

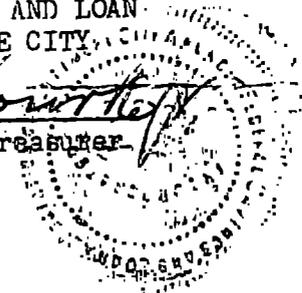
Equity No. 12655

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		\$ 8,000.00
Less - Total amount paid on account of Principal \$ 96.43		
Expense Account Plus Debit	15.20	<u>111.63</u>
Net Balance		\$ 8,111.63
Plus accumulated interest to June 30th, 1958 (with interest thereafter at rate of 6% per annum)		<u>81.16</u>
Total amount of Mortgage Indebtedness		\$ 8,192.79

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, MD.

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



COUNTY OF ANNE ARUNDEL
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, Sct.

I HEREBY CERTIFY, That on this 29th day of May in the year nineteen hundred and fifty-eight, before me, a Notary Public of the County of Anne Arundel State of Maryland, in and for said ~~CITY OF BALTIMORE~~, 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.

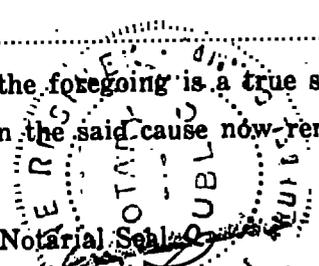
FILED

1958 MAY 31 AM 9:50

My Commission Expires 5/4/59.

As witness my hand and Notarial Seal

E. Jane Rusinek
Notary Public



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

LIBER 111 PAGE 508

IN THE

Circuit Court

OF

BALTIMORE CITY
ANNE ARUNDEL COUNTY

Equity No. 12655

~~Bank~~ ~~File~~

.....
H. Allen Mezger, Assignee
.....
vs.
.....
Joseph E. Broring and Flossie
.....
M. Broring, his wife
.....

Military Affidavit

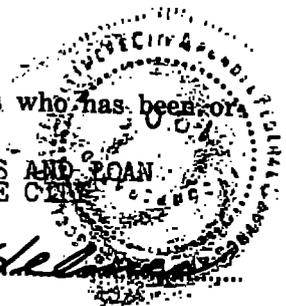
STATE OF MARYLAND, CITY OF BALTIMORE, To WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Halmer, 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. Halmer
John P. Halmer, Affiant.
President



Subscribed and sworn to before me
this 29th day of May 1958

E. Jane Rusch
E. Jane Rusch, Notary Public

My Commission Expires May 4th, 1959.

FILED

1958 MAY 31 AM 9:50

Know all Men by these Presents: LIBER 9 PAGE 320

THAT WE H. Allen Mezger

200 W. Saratoga Street

of Baltimore 2, Maryland

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 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, 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 29th 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 Joseph E. Broring and Flossie M. Broring, his wife

to Arundel Federal Savings & Loan Association of Baltimore City

dated June 29, 1955 and recorded in Liber GTC No. 942 folio 448 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger

by assignment of power in him/in said mortgage; H. Allen Mezger is about to execute the power vested

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Elaine E. Seeger
Elaine E. Seeger

H. Allen Mezger [SEAL]
H. Allen Mezger

MARYLAND CASUALTY COMPANY

By Edward Annen
Edward Annen, Attorney in fact

ATTEST:

Carol Swann
Carol Swann

Bond Approved this 31st day of May 1958.
George T. Cromwell, Clerk

FILED
1958 MAY 31 AM 9:50

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Joseph E. Broring and Flossie	*	ANNE ARUNDEL COUNTY
M. Broring, his wife	*	Equity No <u>12,655</u>

CERTIFICATION

We hereby certify, that on this 6th day of June, 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:

ALL THOSE LOTS of ground situate and lying in the Fifth Election District, Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lots Nos. Twenty-One (21) and Twenty-Two (22), Section M, as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-9, Plat 348, now Plat Book 15, folio 5. The improvements whereon are known as No. 120 Bon Air Road.

subject to an annual ground rent of Ninety (\$90.00) Dollars, at and for the price of Sixty-Four Hundred (\$6400.00) 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

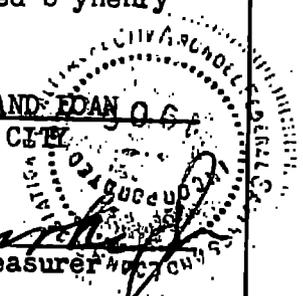
By: John M. Miller, Jr.
John M. Miller, Jr., President

I/We hereby certify that I/we purchased the above described property at and for the price of Sixty-Four Hundred (\$6400.00) 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.
Henry C. Bourke, Jr., Treasurer



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

FILED
1958 JUN 12 AM 9:13

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Joseph E. Broring and Flossie	*	ANNE ARUNDEL COUNTY
M. Broring, his wife	*	Equity No. 12,655

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Joseph E. Broring and Flossie M. Broring, 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 Joseph E. Broring and Flossie M. Broring, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated June 29th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 942, folio 448, which mortgage was then duly assigned on May 1st, 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, June 6th, 1958, at 3:00 o'clock P.M. (E.D.T.) attend on the premises and then and there sold at public auction, all those lots of ground located in the Fifth Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, subject to the 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 Sixty-Four Hundred (\$64,00.00) 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 JUN 12 AM 9:13


H. Allen Mezger, Assignee

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this *10th* day of June, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing 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.

ORDER NISI

LIBER 111 PAGE 513

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,655 Equity

H. Allen Mezger, Assignee
versus
Joseph E. Broring and Flossie M. Broring, his wife

Ordered, this 12th day of June, 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 21st 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 21st day of July next.

The report states that the amount of sales was \$6400.00

George T. Cromwell Clerk

True Copy,

FILED 1958 JUNE 12 AM 9:13

TEST: Clerk

(Final Order)

H. Allen Mezger, Assignee
versus
Joseph E. Broring and Flossie M. Broring, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of July, 1958 that the sale made and reported by the Assignee aforesaid, be and the same in 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 Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans JUDGE

FILED

1958 JUL 23 PM 1:12

14

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 11, 1958

We hereby certify that the annexed

Assignees Mortgage Sale
No 12,658
Joseph E. Broving
120 Bow Air Road

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 6th

day of June, 1958. The first

insertion being made the 15th day of

May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By

H. Tilghman

1958 JUN 12 PM 1:48

EXCISE

MEZGER AND MEZGER

Attorneys

200 West Saratoga Street
Baltimore 1, Maryland

LIBER 111 PAGE 515

Assignee's Mortgage Sale

OF VALUABLE
LEASEHOLD
RESIDENTIAL
PROPERTY

IMPROVED WITH A CONCRETE
BLOCK AND STUCCO,
APPROVED ROOF, DWELLING,
LOCATED LOTS 21 AND 22,
SECTION M, KNOWN AS
120 BON AIR ROAD,
FIFTH ELECTION DISTRICT,
ADJACENT TO GLEN BURNIE,
ARUNDEL GARDENS,
ANNE ARUNDEL COUNTY,
MARYLAND.

Under and by virtue of the power of sale contained in the mortgage dated June 29th, 1955, from Joseph E. Broring and Flossie M. Broring, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 942, folio 448, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on

Friday, June 6th, 1958
at 3:00 o'clock P. M.
(E. D. T.)

ALL THOSE LOTS of ground situate and lying in the Fifth Election District, Anne Arundel County, Maryland, and described as follows:

BEING known and designated as Lots Nos. Twenty-One (21) and Twenty-Two (22), Section M, as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-9, Plat 348, now Plat Book 15, folio 5. The improvements thereon are known as No. 120 Bon Air Avenue, subject to the payment of an annual ground rent of \$20.00.

sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and bear interest at the rate of 8% per annum from day of sale to day of settlement. Taxes and all other expenses to

16 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 bear interest at the rate of 8% 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. Ju-5

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1958

We hereby certify, that the annexed

Order nisi Sale
Eq. 12, 655.
Joseph E. Broring
126 Bon Air Road.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 21st

day of July, 1958. The first

insertion being made the 19th day of

June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 43-21858 JUL 11 PM 1:47

By H. Telgerson

Order Nisi
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,655 Equity

H. ALLEN METZGER, Assignee
versus
JOSEPH E. BRORING and FLO-
SIE M. BRORING, his wife

Ordered, this 12th day of June, 1958, That the sale of the Property in these proceedings mentioned made and reported by H. Allen Metzger, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st 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 21st day of July next.

The report states that the amount of sale was \$6400.00.
GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Jy-10

15

Dr. H. Allen Mezger, Assignee vs. Joseph E. Broring and Flossie M. Broring, his wife

in ac.

To Assignee for Fee, viz:	50 00	
To Assignee for Commissions, viz:	222 00	272 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	46 24	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
The Sun - advertising sale	13 90	
Maryland Casualty Co. - bond premium	32 80	
E.T. Newell & Co., Inc. - auctioneer's fee	17 50	
Clerk of Court - recording assignment	1 00	
One-half Federal documentary stamps	3 58	
One-half State documentary stamps	3 57	
E. Jane Rusinek - notary fees	1 00	
Elaine E. Seeger - notary fee	50	134 09
To Assignee for Ground Rent, viz:		
Ground Rent of \$90.00 from 12/29/57 to 6/6/58 - 5 months 8 days	39 50	39 50
To Arundel Federal Savings and Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	5,997 27	5,997 27
		6,494 36
Amount of mortgage claim filed	8,192 79	
Cr. Amount allowed above	5,997 27	
Balance subject to decree in personam	2,195 52	

with

H. Allen Mezger, Assignee

Cr.

1958				
June	6	Proceeds of Sale	6,400 00	6,400 00
		Refund 1958 State and County taxes (\$136.52) - 6 months 24 days	77 36	
		Refund 1958 water and sewer benefit charges (\$30.00) - 6 months 24 days	17 00	94 36
				6,494 36

ORDER NISI

LIBER 111 PAGE 520

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

H. Allen Mezger,

Assignee

VERSUS

Joseph E. Broring

and

Flossie M. Broring, his wife

No. 12,655

Equity.

1958 AUG -9 AM 11:06

FILED

ORDERED, This 9th day of August, 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 15th 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 15th day of August next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of September, 1958, that the foregoing 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 same apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 SEP 16 PM 3:21

Benjamin M. ... Judge

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 3, 1958*

We hereby certify, that the annexed -----

Order Nisi Eq. 12,655
auditor account.

Joseph E. Broring
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 *September*, 1958. The first
insertion being made the *14th* day of
August, 1958.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. *3693* 1958 SEP -3 PM 3:53 by *D. Tilghman*

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,653 Equity

H. ALLEN MEZGER, Assignee
VERSUS
JOSEPH E. BRORING and
FLOSSIE M. BRORING, his wife

Ordered, this 9th day of August,
1958. That the Report and Ac-
count of the Auditor, filed this
day in the above entitled cause,
BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
be shown on or before the 15th
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 15th day of September
next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-28

21

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Joseph E. Broring and	*	ANNE ARUNDEL COUNTY
Flossie M. Broring, his wife	*	Equity No. <u>12,654</u>
	* * * * *	310

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.


 H. Allen Mezger, Assignee

~~LIBER 111 PAGE 523~~

THIS MORTGAGE, Made this 19th day of January - - -, in the year one thousand nine hundred and Fifty-Six , between JOSEPH E. BRORING AND FLOSSIE M.

BRORING, 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 Fourteen Thousand Dollars (\$14,000.00) - - - 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 One Hundred and Eighteen Dollars (\$118.00) - - - 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 those lots of ground situate and lying in the Fifth Election District of Anne Arundel County and the City of Baltimore, State of Maryland - - - -

- - - - - , and described as follows:

BEGINNING

BEING FOR THE FIRST KNOWN and designated as Lots Nos. Twenty-one (21) and Twenty-two (22) Section M, as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-9, Plat 348, now Plat Book 15, folio 5. The improvements whereon are known as No. 120 Bon Air Avenue.

BEING the same lots of ground which by deed dated June 29, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC, Number 942, Folio 446, were granted and conveyed by the White Villa Corporation, a body corporate to the said mortgagors.

BEING FOR THE SECOND KNOWN and designated as Lots Nos. Nineteen (19) and Twenty (20) in Section M on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book GW Sec. 4, Folio 348, Plat Cabinet 2, Rod D-9, Plat 348, and now in New Plat Book 15, folio 5. The improvements thereon being known as No. 118 Bon Air Road.

BEING the same lots of ground which by deed dated January 25, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 898, folio 569, were granted and conveyed by Charles E. Wheeler and Marie A. Wheeler, his wife, to Joseph E. Broring and William R. Brown. See also a deed from William R. Brown and Elsie L. Brown, his wife, to Joseph E. Broring dated May 24, 1955, and recorded in Liber No. J.H.H. 934, folio 330.

PARCEL THREE BEGINNING for the same on the northeast side of Bayard Street at the distance of eighty (80) feet northwesterly from Washington Boulevard and at the intersection of the northwest side of a ten(10) foot alley there being running thence northwesterly bounding on the northeast side of Bayard Street Twelve (12) feet running thence northeasterly parallel with Washington Boulevard sixty-five (65) feet to the center of a ten(10) foot alley there situate running thence southeasterly bounding on the center of said alley with the use thereof in common twelve (12) feet to intersect the northwest side of the alley first mentioned in this description running thence southwesterly bounding on the northwest side of said first mentioned alley sixty-five (65) feet to the place of beginning. The improvements thereon being known as No. 1129 Bayard Street.

Stamps Required 15.40



UNLOCATED

UNLOCATED

BLOCK 767

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

FILED 1958 MAY -7 AM 11:33

2

BEING the same lot of ground which by deed dated November 20, 1952 and recorded among the Land Records of Baltimore City in Liber M.L.P. No. 8995, folio 528, was granted and conveyed by Charles E. Downey and Alice C. Downey, his wife, 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, Parcel one, subject to the payment of the annual ground rent of ninety (90) dollars payable equal semi-annual installments on the twenty seventh day of June and December, in each and every year; Parcel two, in fee simple; and Parcel three, subject to the payment of the annual ground rent of forty-two (\$42.00) payable equal semi-annual installments on the first day of January and July, in each and every year. Parcel one also subject to the legal operation and effect of a mortgage dated June 29th, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 942, folio 448, in the amount of \$8000.00, from the said mortgagors to the said mortgagee.

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-

~~10024 PAGE 311~~

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 Forty (\$40,00) 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 foregoing 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 defend 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

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

4

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 & city 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 requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

Betty Lou Vogt
Betty Lou Vogt

Joseph E. Broring (SEAL)
Joseph E. Broring

Flossie M. Broring (SEAL)
Flossie M. Broring

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 19th day of January, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Joseph E. Broring and Flossie M. Broring, his wife

known to me (or satisfactorily proved) to be the person whose name is subscribed to the within mortgage, and they, acknowledged the foregoing 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
Betty Lou Vogt, Notary Public
BALTIMORE CITY, MD.

My Commission Expires May 6, 1957.

Rec'd for record Jan 24, 1956 at 9:00 AM "O.P."

Mailed to Mezger & Mezger

REC'D FOR RECORD JAN 28 1956 10:25 AM & RECORDED IN THE LAND RECORDS OF BALTIMORE CITY, LIBER M. L. P. 10024 PAGE 309 M. LUTHER PITTMAN, CLERK

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

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.

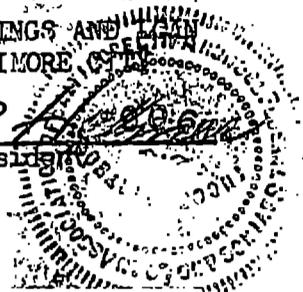
IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this 30th day of April, 1958.

ATTEST:

E. Jane Businek
E. Jane Businek

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

By: John P. Helmer
John P. Helmer, President



SHORT ASSIGNMENT OF MORTGAGE

MORTGAGE

FROM

Arundel Federal Savings & Loan Association of Baltimore City

TO

H. Allen Mezger, Assignee

MORTGAGE

From: Joseph B. Broring and Flossie M. Broring, his wife

To: Arundel Federal Savings and Loan Association of Baltimore City

FIFTH ELECTION DISTRICT ANNE ARUNDEL COUNTY

Block No. 767

Received for Record... 2-1-58
of JAN 26 1956, at 11:00 A.M.
and the same day recorded in Liber
G.T.C. No. 1004 Fol. 422 Land
Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
BALTIMORE 1, MARYLAND

FILED

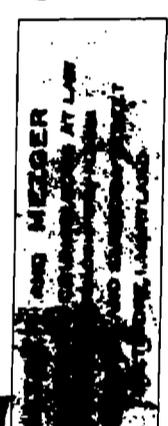
FIFTH ELECTION DISTRICT ANNE ARUNDEL COUNTY

Block No. 767

Received for Record... 10:37 AM Same Day

Recorded in Liber M.L.P. No. 1004 Fol. 422
Anne Arundel County
Records of Baltimore City and County

Clt. 100



56-16 #3

Log 62

UNLOCA

767

RECEIVED FOR RECORD
JAN 26 1956 AT 10:37 CLOCK,
M. L. P. No. 1004 FOLIO, 309 &c.
ONE OF THE LAND RECORDS OF
BALTIMORE CITY AND EXAMINED.
PER M. L. LUCAS, CLERK

STATEMENT OF MORTGAGE CLAIM

H. Allen Mezger, Assigned

vs.

Joseph E. Broring and Flossie

M. Broring, his wife

IN THE LIBER 111 PAGE 528
CIRCUIT COURT

- OF -

X BALTIMORE CITY
Anne Arundel County

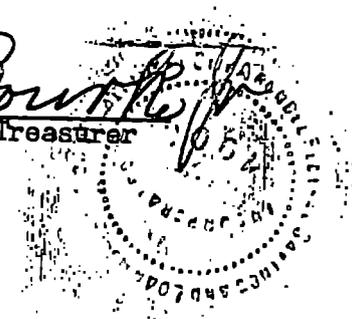
Equity No. 12,654

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		\$14,000.00
Less - Total amount paid on account of principal	\$294.44	
Expense Account - Plus Debit	74.00	220.44
Net Balance		\$13,779.56
Plus accumulated interest to June 30, 1958 (with interest thereafter at rate of 6% per annum)		137.40
Total amount of Mortgage Indebtedness		\$13,916.96

ARUNDEL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY

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



COUNTY OF ANNE ARUNDEL
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, Sct.

I HEREBY CERTIFY, That on this 29th day of May in the year nineteen hundred and fifty-eight, before me, a Notary Public of the County of Anne Arundel State of Maryland, in and for said City of Baltimore, 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.

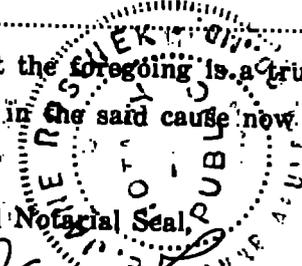
FILED

1958 MAY 31 AM 9:46

As witness my hand and Notarial Seal,

My Commission Expires May 4th, 1959.

E. Jane Ruzinek
E. Jane Ruzinek Notary Public.



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

LIBER 111 PAGE 529
IN THE

Circuit Court

OF

~~BALTIMORE~~
ANNE ARUNDEL COUNTY

Equity NO. 12654
Docket Vol.

H. Allen Mezger, Assignee

vs.

Joseph E. Broring and Flossie M.

Broring, his wife

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
and for said City, personally appeared John P. Helmer, President of 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 29th day of May 1958

E. Jane Rubinek
E. Jane Rubinek Notary Public

My Commission Expires May 1st, 1959.

FILED
1958 MAY 31 AM 9:46

Know all Men by these Presents:

THAT WE H. Allen Mezger

200 W. Saratoga Street

of Baltimore 1, Maryland

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 Fourteen thousand and 00/100 (\$14,000.00) - - - - - 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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 29th 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 Joseph E. Broring and Flossie M. Broring, his wife

to Arundel Federal Savings & Loan Association of Baltimore City

dated January 19, 1956 and recorded in Liber GTC

No. 995 folio 439 etc., one of the Land Record Books of Anne Arundel County

is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger

by assignment of power in him/in said mortgage; is about to execute the power vested

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered }
in the presence of

Elaine E. Seeger
Elaine E. Seeger

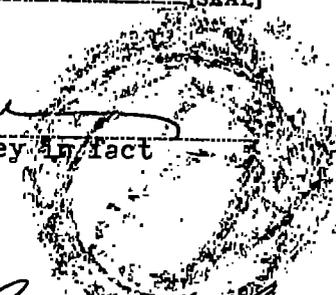
H. Allen Mezger [SEAL]
H. Allen Mezger [SEAL]

MARYLAND CASUALTY COMPANY

By Edward Annen
Edward Annen, Attorney in Fact

ATTEST:

Carol Swann
Carol Swann



FILED
1958 MAY 31 AM 9:46

Bond Approved this 31st day of May, 1958.
George T. Cromwell
Clerk

H. Allen Mezger, Assignee

*

IN THE CIRCUIT COURT

vs.

*

FOR

Joseph E. Broring and

*

ANNE ARUNDEL COUNTY

Flossie M. Broring, his wife

*

Equity NO. 12654

CERTIFICATION

We hereby certify, that on the 6th day of June, 1958, we sold at public auction for the highest price obtainable to Arundel Federal Savings and Loan Association of Baltimore City the fee simple property described as follows:

ALL THOSE LOTS OF GROUND AND IMPROVEMENTS situate and lying in the Fifth Election District, Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lots Nos. Nineteen and Twenty (19 and 20), in Section M on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book CV Sec. 4, folio 348, Plat Cabinet 2, Rod D-9, Plat 348, and now in new Plat Book 15, folio 5. The improvements thereon being known as No. 118 Bon Air Road.

at and for the price of Eight Thousand (\$8,000.00) 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

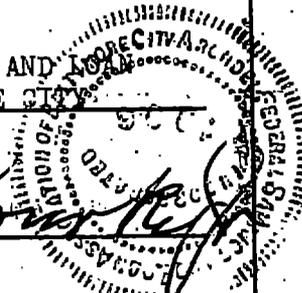
By: John M. Miller, Jr.
John M. Miller, Jr., President

I/we hereby certify that I/we purchased the above described property at and for the price of Eight Thousand (\$8,000.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporat^e 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.
Henry C. Bourke, Jr.



H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Joseph E. Broring and Flossie M. Broring, his wife	*	ANNE ARUNDEL COUNTY
	*	Equity No. 12,654

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Joseph E. Broring and Flossie M. Broring, 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 Joseph E. Broring and Flossie M. Broring, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated January 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 995, folio 439, which mortgage was then duly assigned on May 1st, 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, June 6th, 1958, at 3:15 o'clock P.M. (E.D.T.) attend on the premises and then and there sold at public auction, all that lot of ground located in the Fifth Election District, Anne Arundel County, Maryland, and being the secondly described lot in said mortgage, together with the improvements thereon, known as 118 Bon Air Road, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder at and for the sum of Eight Thousand (\$8,000.00) 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.

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

FILED

1958 JUN 12 AM 9:15



 H. Allen Mezger, Assignee

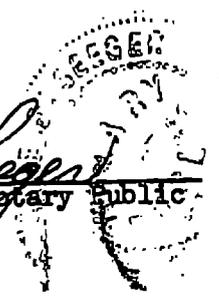
//

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this *10th* day of June, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing 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.

ORDER NISI

LIBER 111 PAGE 534
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,654 Equity

H. Allen Mezger, Assignee

versus

Joseph E. Broring and Flossie M. Broring, his wife

Ordered, this 12th day of June, 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 21st 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 21st day of July next.

The report states that the amount of sales ~~was~~ ^{was} \$8,000.00

FILED 1958 JUN 12 AM 9:15

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

H. Allen Mezger, Assignee

versus

Joseph E. Broring and Flossie M. Broring, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of July, 1958, that the sale made and reported by the Assignee aforesaid, be and the same is hereby ~~is~~ ^{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~~ ^{Assignee} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1958 JUL 23 PM 1:12

Matthew S. Lane
Judge

15

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

**Assignee's
Mortgage
Sale
OF VALUABLE
FEE SIMPLE
PROPERTY**

IMPROVED WITH A CONCRETE
BLOCK DWELLING WITH
APPROVED ROOF, LOCATED
118 BON AIR ROAD
FIFTH ELECTION DISTRICT,
ADJACENT TO GLEN BURNIE
ANNE ARUNDEL COUNTY,
MARYLAND.

Under and by virtue of the power of sale contained in the mortgage dated January 19th, 1958, from Joseph E. Broring and Flossie M. Broring, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 995, folio 439, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on

**Friday, June 6th, 1958
at 3:15 o'clock P. M.
(E. D. T.)**

ALL THOSE LOTS OF GROUND AND IMPROVEMENTS situate and lying in the Fifth Election District, Anne Arundel County, Maryland, and described as follows:

BEING known and designated as Lots Nos. Nineteen and Twenty (19 and 20), in Section M on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book GW Sec. 4, folio 348, Plat Cabinet 2, Rod D-9, Plat 348, and now in new Plat Book 15, folio 5. The improvements thereon being known, as No. 118 Bon Air Road.

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. Ju-5

OFF OF

Maryland Gazette

Published by LIBER 111 PAGE 535
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 11 1958

We hereby certify, that the annexed

Assignee's Mortgage Sale
No. 12,654
Joseph E. Broring
118 Bon Air Road

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 6th

day of June 1958. The first

insertion being made the 15th day of

May 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUN 12 PM 1:47 By H. Tilghman

Maryland Gazette

Published by LIBER 111 PAGE 536

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi
 IN THE CIRCUIT COURT FOR
 ANNE ARUNDEL COUNTY
 No. 12,654 Equity

H. ALLEN METZGER, Assignee
 versus
 JOSEPH E. BRORING and FLOS-
 SIE M. BRORING, his wife

Ordered, this 12th day of June,
 1958, That the sale of the Prop-
 erty in these proceedings mentioned
 made and reported by H. Allen
 Metzger, Assignee BE RATIFIED
 AND CONFIRMED, unless cause
 to the contrary thereof be shown
 on or before the 21st day of July
 next; Provided, a copy of this Or-
 der be inserted in some newspaper
 published in Anne Arundel Coun-
 ty, once in each of three succes-
 sive weeks before the 21st day of
 July next.

The report states that the
 amount of sale was \$8,000.00.
 GEORGE T. CROMWELL, Clerk
 True Copy: TEST
 GEORGE T. CROMWELL, Clerk
 Jy-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,654
Joseph E. Broring

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 July, 1958. The first

insertion being made the 19th day of

June, 1958.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. 4-21958 JUL 11 PM 1:47

By

H. Tilghman

Dr.

H. Allen Mezger, Assignee vs. Joseph E. Broring and Flossie M. Broring, his wife

in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	270	00	320	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	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	12	15		
Maryland Casualty Co. - bond premium	56	00		
E.T. Newell & Co., Inc. - auctioneer's fee	17	50		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Elaine E. Seeger - notary fee		50		
E. Jane Rusinek - notary fee	1	00	154	71
To Arundel Federal Savings and Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	7,562	43	7,562	43
			8,088	64
Amount of mortgage claim filed	13,916	96		
Cr. Amount allowed above	7,562	43		
Balance subject to decree in personam	6,354	53		

with

H. Allen Mezger, Assignee

Cr.

1958
June

6 Proceeds of Sale

8,000 00

8,000 00

Refund 1958 State and County taxes
(\$126.47) - 6 months 24 days

71 64

Refund 1958 water and sewer benefit
charges (\$30.00) - 6 months 24 days

17 00

88 64

8,088 64

18

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

1958 AUG -9 AM 11:06

H. Allen Mezger, Assignee
VERSUS
Joseph E. Broring
and
Flossie M. Broring, his wife

No. 12,654

Equity.

ORDERED, This 9th day of August, 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 15th 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 15th day of September next.

George B. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of September, 1958, that the foregoing 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~~ ^{Trustees} apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Matthew J. Evans
Judge*

FILED

1958 SEP 18 AM 10:11

19

OFFICE OF

Maryland Gazette

Published by LIBER 111 PAGE 541

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,654 Equity

H. ALLEN MEZGER, Assignee
VERSUS
JOSEPH E. BRORING and
FLOSSIE M. BRORING, his wife

Ordered, this 9th day of August, 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 15th 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 15th day of September next.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 3, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,654.
Auditor Account.

Joseph E. Broring.
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 September, 1958. The first
insertion being made the 14th day of

August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 3692 1958 SEP -3 PM 3:53 By H. Titghman

20

CHARLES J. NOVAK,
Attorney Names in Mortgage,

LIBER 111 PAGE 542

VS.

ARVIN E. PETERSON and
SARA JANE PETERSON, his wife,

IN THE

CIRCUIT COURT

OF ANNE ARUNDEL COUNTY,

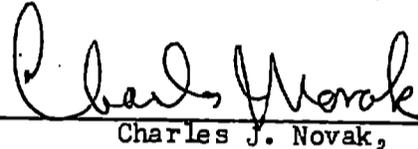
IN EQUITY

No. 12,576 Equity

ORDER TO DOCKET SUIT

Mr. Clerk:-

Please docket the above entitled case, default having occurred in the covenants of the mortgage, which is attached hereto, and marked "Plaintiff's Exhibit No. 1".



Charles J. Novak,

Attorney Named in Mortgage

FILED

1958 MAR 17 AM 10:53

~~ENDORSE~~

LIBER 1148 313

LIBER 111 PAGE 543

No. 12,576 Equity

This Mortgage, Made this fourth day of September - - - -, in the year one

thousand, nine hundred and fifty-seven - - - - , between Arvin E. Peterson and Sara Jane Peterson,

his wife, of Anne Arundel County - - - - - in the State of Maryland, Mortgagor s , and GOLDEN PRAGUE BUILDING LOAN AND SAVINGS ASSOCIATION OF BALTIMORE CITY - - - - -

a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagor s , being member s of said body corporate, have - received therefrom an advance of Forty-five hundred - - - - - Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagor s have - agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of - - - - - six - - - - - per cent. (6 %) per annum in the manner following:

By the payment of Forty-six - - - - - Dollars, 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, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

The mortgagors further covenant and agree that in the application of the monthly installments as above set forth, said mortgagee shall have the right to adjust said monthly installments, at any time, to compensate for any increases in the amount of taxes, ground rent, or other expenses appertaining to the mortgaged premises.

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

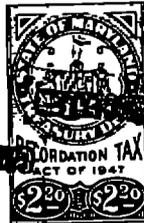
AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter ¹⁷⁸~~223~~ of the Laws of Maryland passed at the January session in the year ¹⁹⁵⁵~~1948~~ or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor s do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that - - - - - lot of ground situate and lying in

ANNE ARUNDEL COUNTY
~~Baltimore City~~, in said State, and described as follows:

KNOWN AND DESIGNATED AS Lot No. 11, Section 5, as shown on the plat of Clear View Village, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-5, Plat 15 (now Plat Book No. 18, folio 43).

BEING the same lot of ground which by deed dated December 27, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1089, folio 398&c., was granted and conveyed by Steven J. Everd and wife unto the mortgagors herein named, in fee simple; subject, however, to the restrictions and rights to which said lot is liable.



FILED
1958 MAR 17 AM 10:53

TOGETHER, with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom which rents and profits said MORTGAGOR hereby assigns to said MORTGAGEE, its successors and assigns, as additional security for the performance of the covenants hereinafter contained; and upon default in any of said covenants, said MORTGAGEE, its successors and assigns, is hereby authorized to collect said rents and profits, and/or to rent said premises for the account of said MORTGAGOR, and to credit said rents and profits so collected, after deducting all costs of collection, administration and repairs necessary to the maintenance of said premises in a tenantable condition, to the account of said MORTGAGOR.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~to have and to hold unto the said Mortgagee, its successors and assigns, with the benefit of a general lien in fee simple.~~ in fee simple.

Provided, however, if the said Mortgagor s , **their** heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on **their** part to be made and done, then this mortgage shall be void.

And the said Mortgagor s , for **themselves, their** heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor s ,

their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s , **their** heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s , **their** heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s , **their** heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor s , **their** heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said 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), and the said Mortgagor s hereby also authorize the said Mortgagee, its successors or assigns or **Charles J. Novak** , its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows:

(1) to the payment of all expenses incident to such sale, including a fee of **One hundred - - - - - Dollars** for conducting the proceedings, if without contest, but if legal service be rendered to the MORTGAGEE or its assigns, or to the trustee or party selling under the 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 a commission to the party making the sale of said property equal to the commission allowed Trustee 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 whoever may be entitled to the same.

The said Mortgagor s covenant that **they** will warrant specially the property hereby conveyed, and that **they** will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor s

WITNESS:

Charles J. Novak, Jr.
Charles J. Novak, Jr.

Arvin E. Peterson (SEAL)
Arvin E. Peterson
Sara Jane Peterson (SEAL)
Sara Jane Peterson (SEAL)
..... (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of September, 1957, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared Arvin E. Peterson and Sara Jane Peterson, his wife, mortgagors,

and they acknowledged the foregoing mortgage to be their act. At the same time also appeared John Roh President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.



Charles J. Novak, Jr. Notary Public.

Rec'd for record Sept 5, 1957, at 9:14 AM. Mailed to Novak & Novak

4.95

MORTGAGE

FROM

Arvin E. Peterson & Sara Jane Peterson, his wife,

TO

Golden Prague Building Loan & Savings Association of Baltimore City

BLOCK NO

Received for Record at 11:48 AM, Same day recorded in Liber No. 316, Folio 316, one of the Land Records of Baltimore and examined per Clerk

Cost of Record, \$ 10.50

NOVAK & NOVAK ATTORNEYS AT LAW 733 8th N. PATTERSON PARK AVENUE BALTIMORE, MD.

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

IN THE LIBER 111 PAGE 547

Charles J. Novak
Attorney named in Mortgage
vs.
Arvin Ellsworth Peterson and
Sara Jane Peterson, his wife

Circuit Court

OF

BALTIMORE CITY
ANNE ARUNDEL COUNTY
In Equity

Docket Fol.

No. 12, 576 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Charles J. Novak, Attorney

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.

Charles Novak

Affiant.
Charles J. Novak, Attorney

Subscribed and sworn to before me
this 18th day of June, 1958

Kay C. Ruth
Notary Public



FILED
1958 JUN 19 AM 9:46

STATEMENT OF MORTGAGE CLAIM

Charles J. Novak, Attorney

named in Mortgage

vs.

Arvin Ellsworth Peterson, and

Sara Jane Peterson, his wife

IN THE

CIRCUIT COURT

LIBER 111 PAGE 548
OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

In Equity

No. 12,576 Equity

STATEMENT OF MORTGAGE DEBT

Original Mortgage amount was.....	\$ 4,500.00
Paid on account of principal.....	57.05
Balance due on principal.....	\$ 4,442.95
Interest due to June 24th, 1958.....	\$ 126.90
Amount due as of June 24th, 1958.....	\$ 4,569.85

Charles Novak

 Charles J. Novak, Attorney
 named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this *18th* day of *June*, 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 Charles J. Novak, Attorney named in Mortgage,

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 JUN 19 AM 9:46

As witness my hand and Notarial Seal,

Kay C. Ruth

 Notary Public.
 Kay C. Ruth

No. 12, 576 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER

9 PAGE 335

LIBER

111 PAGE 549

THAT I, CHARLES J. NOVAK, as Principal, and the SEABOARD SURETY 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 TWELVE THOUSAND 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 17th day of June, in the year of our Lord one thousand nine hundred and fifty-eight.

WHEREAS, the above bounden CHARLES J. NOVAK by virtue of the power contained in a mortgage from Arvin Ellsworth Peterson and Sara Jane Peterson, his wife, to the GOLDEN PRAGUE BUILDING LOAN AND SAVINGS ASSOCIATION OF BALTIMORE CITY, dated September 4, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1148, folio 313&c., was authorized to sell the Fee Simple property described in said mortgage mentioned in the proceeding in the case of "Charles J. Novak, Attorney named in Mortgage vs. Arvin Ellsworth Peterson and Sara Jane Peterson, his wife" now pending in said Court. NOW THE CONDITION OF THIS OBLIGATION IS SUCH THAT IF THE ABOVE BOUNDEN Charles J. Novak, Attorney named in Mortgage as aforesaid shall well and faithfully perform the trust reposed in him under said mortgage, or that may be reposed in him by any future decree or order in the premises, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

TSET AS TO ALL:

Kay C. Ruth
Kay C. Ruth

SEABOARD SURETY COMPANY,

By: *Donald T. Cronin*
Donald T. Cronin - Resident Vice President
By: *Harry E. Longdon*
Harry E. Longdon - Resident Asst. Secretary



Bond Approved this 17th day of June 1958.
George T. Cromwell, Clerk

FILED

1958 JUN 19 AM 9:46

8

In The Circuit Court

For

Anne Arundel County
(In Equity)

Equity No. 12,576

Golden Prague Building, Savings, And
Loan Association of Baltimore City
Charles J. Novak, Attorney named in Mortgage

Vs.

Arvin Ellsworth Peterson and
Sara Jane Peterson, his wife

NOVAK & NOVAK, Solicitors
739 N. Patterson Park Ave., Baltimore, Md.

Mortgage Sale
OF PRACTICALLY NEW FEE-SIMPLE
RANCH-TYPE BUNGALOW

(Known as Lot 11, Section 5, Clear View Village)
ON BROOKFIELD ROAD, NEAR MOUNTAIN ROAD
ANNE ARUNDEL COUNTY

In pursuance of the power contained in a mortgage from Arvin Ellsworth Peterson and Sara Jane Peterson, his wife, to Golden Prague Building, Savings, and Loan Association of Baltimore City, dated September 4, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1148, Folio 313, the undersigned Attorney named in said mortgage (Default having occurred thereunder) will sell by Public Auction on the premises on

TUESDAY, JUNE 24, 1958
AT 2:00 O'CLOCK P.M.

All that lot of ground and the improvements thereon situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

Being known and designated as Lot No. 11, Section 5, as shown on a plat of Clear View Village, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-3, Plat 15 (Now Plat Book No. 18, Folio 43). Said lot having a frontage of approximately 100 feet on Brookfield Road with a depth of even width of approximately 125 feet and is in FEE-SIMPLE IMPROVED BY a BUNGALOW, Approx. 1 1/2 years old, containing living room, kitchen, utility room, 3 bedrooms and bath. Hot air oil heat, Electric range, ~~aluminum storm doors and windows.~~

TERMS OF SALE: A cash deposit of \$1,000 will be required of the purchaser at the time and place of sale. Balance of purchase money to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of six per centum (6%) per annum from day of sale to day of settlement. Taxes and all other public charges, including Metropolitan Sanitary District liens, if any, to be adjusted to the day of sale; cost of all Revenue Stamps to be borne by purchaser.

CHARLES J. NOVAK, Attorney named in Mortgage
ALEX COOPER, Auctioneer
PL. 2-4868 212 N. Calvert St., Balto.

Ju-19

Auctioneer's Certificate

I hereby certify that I have this 24th day of June, 1958, sold the property described in the attached Advertisement of sale at and for the sum of \$8,200 to Howard Lee Frankel, he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper, Auctioneer

Purchaser's Agreement

I hereby certify that I have this 24th day of June, 1958, purchased the property described in the attached advertisement of sale from Charles J. Novak, Attorney named in mortgage, at and for the sum of \$8,200 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST: *Charles J. Novak*
Howard Lee Frankel
Purchaser

FILED

1958 JUN 26 PM 2:00

9

CHARLES J. NOVAK,
Attorney Named in Mortgage

VS.

Arvin Ellsworth Peterson and
Sara Jane Peterson, his wife,

-IN THE-

LIBER 111 PAGE 551

CIRCUIT COURT

Equity No. 12,576
-FOR-

ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~

IN EQUITY
ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE COUNTY~~:

The Report of Sale of CHARLES J. NOVAK, Attorney Named in Mortgage,
~~Trustee xxxxxxxxx by xxxxxxxxx~~ in the above entitled cause to make sale of
the fee simple property

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security
for the faithful discharge of his ~~trust xxxxxxxxx by said xxxxxxxxx~~, which was duly
approved, and having given notice of the time, place, manner and terms of sale by advertisements
inserted in The Evening Capitol, a

newspaper, published in ~~Baltimore County~~ Anne Arundel County, for
more than three successive weeks preceding the day of sale, said ~~Trustee~~ Attorney did pursuant
to said notice on Tuesday the 24th day of June, 1958,
at 2:00 o'clock, P.M., attend on the premises and then and there sold

the aforesaid fee simple property known as Lot 11, Section 5, Clearview Village,
in the Third Election District of Anne Arundel County, at public sale, unto
Harold Lee Frankel, at and for the sum of Eight Thousand Two Hundred Dollars
(\$8,200.00), which was the highest bid that could be obtained therefor.

Charles J. Novak

Charles J. Novak
Attorney Named in Mortgage

~~Trustee~~

State of Maryland, ^{CITY} County of Baltimore, Sct.

I Hereby Certify, that on this 25th day June, 1958.

before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of
Baltimore aforesaid, personally appeared Charles J. Novak, ~~Trustee~~ Attorney Named in Mortgage,
and made oath that
the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby
reported was fairly made.

FILED

1958 JUN 26 PM 2:00 Day C. Ruth

Kay C. Ruth

NOTARY PUBLIC

~~Trustee~~

ORDER NISI

Charles J. Novak
Attorney Named in Mortgage

versus

Arvin Ellsworth Peterson and
Sara Jane Peterson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,576 Equity

Ordered, this 26th day of June, 19 58, That the sale of the
Property in these proceedings mentioned
made and reported by Charles J. Novak, Attorney Named in Mortgage

~~Attorney~~

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

The report states that the amount of sales ~~was~~ ^{was} \$ 8,200.00

George T. Cromwell

Clerk.

True Copy,
FILED 1958 JUN 26 PM 2:00

TEST: Clerk.

(Final Order)

Charles J. Novak
Attorney Named in Mortgage

versus

Alvin Ellsworth Peterson and
Sara Jane Peterson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of August, 19 58,
that the sale made and reported by the ~~Attorney~~ ^{Attorney} aforesaid, be and the same ~~is~~ ^{is} hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~Attorney~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1958 AUG -7 AM 11:10

Benjamin Michaelson
Judge

OFFICE OF

Maryland Gazette

Published by LIBER 111 PAGE 553

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 - Sale - Eq. 125-76

Arvin E. Ellsworth Peterson

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 4th

day of August, 1958. The first

insertion being made the 3rd day of

July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 4371 1958 AUG -6 PM 3:36

By Marie Lates

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,576 Equity

CHARLES J. NOVAK Attorney Named in Mortgage versus ARVIN ELLSWORTH PETERSON and SARA JANE PETERSON, his wife

Ordered, this 26th day of June, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Charles J. Novak, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was \$8,200.00.

GEORGE T. CROMWELL, Clerk True Copy: TEST: GEORGE T. CROMWELL, Clerk Jy-24

12

In the Case of

.....
 Charles J. Novak,
 Attorney named in Mortgage

 VS.
 Arvin E. Peterson
 and
 Sara Jane Peterson, his wife

In the
Circuit Court

For

Anne Arundel County
No. 12,576 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.

.....

All of which is respectfully submitted.

.....
Laura R. Dickling
 Auditor

August 14, 1958

FILED
1958 AUG 18 AM 11:29

Dr. Charles J. Novak, Attorney named in Mortgage vs. Arvin E. Peterson and Sara Jane Peterson, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	277	71	377	71
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	41	25		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	98	02		
Seaboard Surety Co. - bond premium	30	00		
Alex Xoober - auctioneer's commissions	265	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Kay C. Ruth - notary fees	1	50	459	12
To Attorney for Taxes, viz:				
1958 State and County taxes adjusted - 5 months 24 days	66	22	66	22
To Golden Prague Building Loan & Savings Association of Baltimore City, mortgagee - in full for mortgage claim	4,569	85	4,569	85
To Arvin E. Peterson and Sara Jane Peter- son, his wife, mortgagors - this balance	2,727	98	2,727	98
			8,256	88

ORDER NISI

LIBER 111 PAGE 557

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Charles J. Novak,

Attorney named in Mortgage

VERSUS

Arvin E. Peterson

and

Sara Jane Peterson, his wife

No. 12,576

Equity.

1958 AUG 18 AM 11:29

ORDERED, This 18th day of August, 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 22nd 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 22nd day of September next.

George T. Cornwall, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of September, 1958, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans
Judge

FILED

1958 SEP 24 AM 9:30

16

Maryland Gazette

Published by LIBER 111 PAGE 558

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,576 Equity

CHARLES J. NOVAK, Attorney named in Mortgage

VERSUS

ARVIN E. PETERSON and SARA JANE PETERSON, his wife

Ordered, this 18th day of August, 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 22nd 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 22nd day of September next.

GEORGE T. CROMWELL, Clerk True Copy, TEST:

GEORGE T. CROMWELL, Clerk S4

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 4, 1958

We hereby certify, that the annexed

Order Nisi, Eq. 12,576 Auditor account

Arvin E. Peterson

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 22nd

day of September, 1958. The first

insertion being made the 21st

day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By *[Signature]*

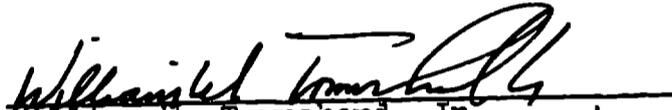
1958 SEP 4

No. M. G. 4519

IN THE MATTER OF THE : No. 12,704 Equity
SALE OF THE MORTGAGED : In the Circuit Court
REAL ESTATE OF KAY M. MOORE, : for
single, and CATHERINE R. : Anne Arundel County
MOORE, her mother, :

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.


William W. Townsend, Jr.
Attorney named in Mortgage

FILED
1958 JUN 11 AM 9:17

L-2504

12,704 Equity

FIRST PURCHASE MONEY

This Mortgage,

made this 3rd day of August

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

KAY M. MOORE, single, and Catherine R. Moore, her mother, of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

SIX THOUSAND DOLLARS - - - - - (\$6,000.00)

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

By the payment of FIFTY DOLLARS - - - - - (\$50.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the third day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all that

lot(s) of ground situate and lying in

Seventh Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a post in a road, said post a corner boundary of Edgar Linton's lot and running with said road North 82° 30' East, 9-3/100 perches to a post, a corner boundary of Clarence Linton's lot; thence leaving said road and running with Clarence Linton's lot, North 7° 30' West, 8-3/4 perches to a cedar fence post in or near the outline of Frederick Bast's land; thence with said land, South 82° 10' West, 9.38 perches to a cedar fence post, a corner boundary of Edgar Linton's lot; thence with said lot, South 9° 30' East, 8-54/100 perches to the place of beginning. Containing 1/2 acre, more or less.

BEING the same property conveyed to the within-named Mortgagor by Theodore S. Grape and Grace Grape, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1958 JUN 11 AM 9:17

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

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

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

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the 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 herself, her

said Mortgagee, its successors or assigns, as follows:

heirs, personal representatives or assigns, covenant with the

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.
- III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.
- IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.
- V. That the holder of the mortgage in any action to 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 grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
- VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days.

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman
Pauline M. Bozman

Kay M. Moore (SEAL)
Kay M. Moore

Catherine R. Moore (SEAL)
Catherine R. Moore

..... (SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this **3rd** day of **August**
 in the year one thousand, nine hundred and **fifty-five**, before me, the subscriber, a Notary
 Public of the State of Maryland, in and for said County, personally appeared **Kay M. Moore, single,**
and Catherine R. Moore, her mother, the above named Mortgagor(s)
 satisfactorily proven to be the person(s) whose name(s) **is** subscribed to the within Mortgage,
 and acknowledged that **she** executed the same for the purposes
 therein contained, and also **she** acknowledged the foregoing Mortgage to be **her**
 act. At the same time also appeared **ROBERT C. WARD**, President of said Mortgagee, and made oath in due form
 of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
 NOTARY PUBLIC
Pauline M. Bozman



My Commission expires **5/6/57**

Recorded: August 10, 1955 at 9 A.M.

C-2504

(2)

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

**FIRST PURCHASE MONEY
 MORTGAGE**

FROM

**KAY M. MOORE, single, and
 CATHERINE R. MOORE, her mother**

TO

**UNITED FEDERAL SAVINGS &
 LOAN ASSOCIATION OF
 GLEN BURNIE, MARYLAND**

Received for record **10 AUG**
 19 **55** at **9** o'clock **A. M.**
 Same day recorded in Liber **G.T.C.**
 No. **954** folio **156** &c. one of
 the Land Records of Anne Arundel County
 and examined per
GEORGE T. CROMWELL, Clerk
 Cost of Record \$ **J.N. P.**

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

A T T O R N E Y ' S

S A L E

LIBER 111 PAGE 564

OF

12.704 Equity

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Kay M. Moore, single, and Catherine R. Moore, her mother, dated August 3, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 954, Folio 156, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

MONDAY, JUNE 30, 1958

at 2:00 o'clock P.M.

All that tract or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a post in a road, said post a corner boundary of Edgar Linton's lot and running with said road North 82° 30' East, 9-3/100 perches to a post, a corner boundary of Clarence Linton's lot; thence leaving said road and running with Clarence Linton's lot, North 7° 30' West, 8-3/4 perches to a cedar fence post in or near the outline of Frederick Bast's land; thence with said land, South 82° 10' West, 9.38 perches to a cedar fence post, a corner boundary of Edgar Linton's lot; thence with said lot, South 9° 30' East, 8-54/100 perches to the place of beginning. Containing 1/2 acre, more or less.

BEING the same property conveyed unto the within-named Mortgagors by Theodore S. Grape and Grace Grape, his wife, by deed dated August 3, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 954, Folio 154.

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

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full 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:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette Press
June 5, 12, 19 and 26, 1958

FILED

1958 JUN 11 AM 9:17

In the Matter of the Mortgaged : No. 12,704 Equity
Real Estate of Kay M. Moore, : In the Circuit Court
single, and Catherine R. : for
Moore, her mother : Anne Arundel County

MILITARY AFFADAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

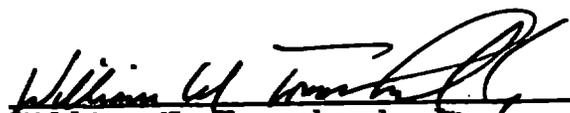
I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledged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

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

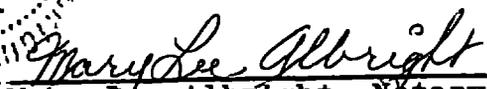
(2) said Defendants are not in the military service of any nation allied with the United States,

(3) said Defendants have not been ordered to report for induction under The Selective Training and Service Act of 1940 as amended,

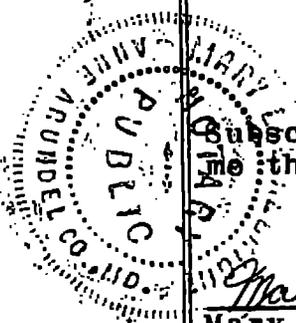
(4) said Defendants are not members of the Enlisted Reserve Corps who has been ordered to report for military service.


William W. Townshend, Jr.
Attorney named in Mortgage

Subscribed and sworn to before me this 24th day of June, 1958.


Mary Lee Albright, Notary Public

My commission expires 5/4/59.



FILED

1958 JUN 24 AM 10:05

In the matter of the mortgaged : No. 12,704 Equity
 real estate of Kay M. Moore, : In the Circuit Court
 single, and Catherine R. Moore, : for
 her mother, : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Kay M. Moore,
 single, and Catherine R. Moore, her
 mother, dated August 5, 1955 and re-
 corded among the Land Records of Anne
 Arundel County in Liber G.T.C. 954,
 Folio 156-----\$6,000.00

Total amount paid on principal	\$ 567.03	
Debit expense account	<u>19.97</u>	547.06
		<u>\$5,452.94</u>
Interest 11/1/57 to 6/30/58		217.28
Total amount of mortgage indebtedness		<u>\$5,670.22</u>

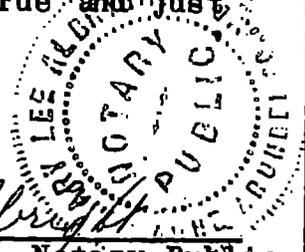
William W. Townshend, Jr.
 William W. Townshend, Jr.
 Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

WITNESS my hand and Notarial seal.

Mary Lee Albright
 Mary Lee Albright, Notary Public



FILED
 1958 JUN 24 AM 10:05

8

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD.

LIBER 111 PAGE 567

LIBER 9 PAGE 343

60 JOHN STREET
NEW YORK

A STOCK COMPANY

BOND NO. 263495

No. 12,704 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr. of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND AND 00/100 (\$6,000.00) 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 25th day of June, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Kay M. Moore, single and Catherine R. Moore, her mother, to United Federal Savings & Loan Association, bearing date August 3rd-1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 954 Folio 156, the said William W. Townshend Jr. as Attorney named in Mortgage, 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 Attorney named in Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William W. Townshend Jr. does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

As to Principal:

Mary Lee Albright
MARY LEE ALBRIGHT

As to Surety:

M. S. Kraus
M. S. KRAUS

William W. Townshend Jr. (SEAL)
William W. Townshend Jr.

NEW AMSTERDAM CASUALTY COMPANY
BY *R. H. Nichols*
R. H. Nichols Attorney-in-Fact

Bond approved this 27th day of June, 1958.
George T. Cromwell, Clerk

FILED

1958 JUN 27 AM 9:39

ROBERT H. CAMPBELL

Auctioneer

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

No. 12,704 Equity

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

UNDER and by virtue of a power of sale contained in a mortgage from Kay M. Moore, single, and Catherine R. Moore, her mother, dated August 3, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 954, Folio 156, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Monday, June 30, 1958

At 2:00 O'clock P.M.

All that tract or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a post in a road, said post a corner boundary of Edgar Linton's lot and running with said road North 82° 30' East, 9-3/100 perches to a post, a corner boundary of Clarence Linton's lot; thence leaving said road and running with Clarence Linton's lot, North 7° 30' West, 8¾ perches to a cedar fence post in or near the outline of Frederick Bast's land; thence with said land, South 82° 10' West, 9.38 perches to a cedar fence post, a corner boundary of Edgar Linton's lot; thence with said lot, South 9° 30' East, 8-54/100 perches to the place of beginning. Containing ½ acre, more or less.

BEING the same property conveyed unto the within-named Mortgagors by Theodore S. Grape and Grace Grape, his wife, by deed dated August 3, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 954, Folio 154.

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

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full 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:

FILED

1958 JUL -7 AM 10:12

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

No. 12,704 Equity

Annapolis, Maryland

June 30, 1958

I hereby certify that I have this 30th day of June, 1958, sold the property of William W. Townshend, Jr., Attorney named in Mortgage, known as all that tract or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, containing 1/2 acre, more or less, described by metes and bounds in a mortgage dated August 3, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 954, Folio 156, unto United Federal Savings and Loan Association of Glen Burnie at and for the sum of \$3,500.00

being then and there the highest bidder(s) therefor.

Robert H. Campbell
Robert H. Campbell

Annapolis, Maryland

June 30, 1958

I/We hereby certify that I/we have this 30th day of June, 1958, purchased from William W. Townshend, Jr., Attorney, the property known as all that tract or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, containing 1/2 acre, more or less, described by metes and bounds in a mortgage dated August 3, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 954, Folio 156, at and for the sum of \$3,500.00

and I/We hereby agree to comply with the terms of sale.

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION
OF GLEN BURNIE

By: *Wilmer M. Johnson*
Wilmer M. Johnson, Purchaser
President

Purchaser

FILED

1958 JUL -7 AM 10:42

In the matter of the mortgaged real : No. 12,704 Equity
estate of Kay M. Moore, single, and : In the Circuit Court
Catherine R. Moore, her mother : for
: Anne Arundel County

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr.,
Attorney named in mortgage filed in these proceedings, respect-
fully shows:

That under and by virtue of a power of sale contained
in a mortgage from Kay M. Moore, single, and Catherine R. Moore,
her mother, dated August 3, 1955 and recorded among the Land Records
of Anne Arundel County in Liber G.T.C. 954, Folio 156, said
William W. Townshend, Jr., Attorney named in the aforesaid mortgage
to make sale of the property therein described in case of default,
and default having occurred thereunder, after having given due
notice of the time, place, manner and terms of sale by advertise-
ment in the Maryland Gazette, a newspaper published in Anne Arundel
County, Maryland, and after having complied with all other requisi-
tes 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 Monday, June 30, 1958 at 2:00 O'clock P.M. and then
and there sold the said property to United Federal Savings and
Loan Association of Glen Burnie, at and for the sum of Three
Thousand Five Hundred Dollars (\$3,500.00), being at the figure the
highest bidder therefor; said property described as follows:

ALL that tract or parcel of ground situate, lying and
being in the Seventh Election District of Anne Arundel County,
State of Maryland, more particularly described as follows:
BEGINNING for the same at a post in a road, said post a corner
boundary of Edgar Linton's lot and running with said road North 82°

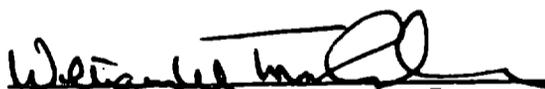
FILED

1958 JUL -7 AM 10:42

30' East, 9.03 perches to a post, a corner boundary of Clarence Linton's lot; thence, leaving said road and running with Clarence Linton's lot, North 7° 30' West, 8-3/4 perches to a cedar fence post in or near the outline of Frederick Bast's land; thence, with said land, South 82° 10' West, 9.38 perches to a cedar fence post, a corner boundary of Edgar Linton's lot; thence, with said lot, South 9° 30' East, 8.54 perches to the place of beginning. Containing 1/2 acre, more or less.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

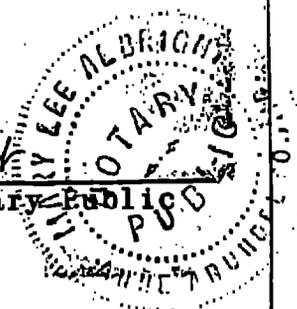
Respectfully submitted,


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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of July, 1958, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the foregoing 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.


Mary Lee Albright, Notary Public


ORDER NISI

LIBER 111 PAGE 572
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,704 Equity

IN THE MATTER OF THE MORTGAGED REAL
ESTATE OF KAY M. MOORE, single, and

~~versus~~

CATHERINE R. MOORE, her mother

Ordered, this 7th day of July, 19 58, That the sale of the
Property in these proceedings mentioned,
made and reported by William W. Townshend, Jr., Attorney named in mortgage
~~to proceed~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th
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 11th
day of August next.

The report states that the amount of sales ~~made~~ ^{was} \$ 3,500.00

FILED 1958 JUL 7 AM 10:42

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL
ESTATE OF KAY M. MOORE, single, and

CATHERINE R. MOORE, her mother
^{versus}

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of August, 1958

that the sale made and reported by the ~~Attorney~~ ^{Attorney} aforesaid, be and the same ~~is~~ ^{is} hereby ~~Ratified~~ ^{Finally} 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~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

Matthew S. Evans

Judge

1958 AUG 13 PM 3:06

14

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building, South
Annapolis, Maryland

**Attorney's
Sale
OF VALUABLE
IMPROVED
REAL ESTATE**

Under and by virtue of a power of sale contained in a mortgage from Kay M. Moore, single, and Catherine R. Moore, her mother, dated August 3, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 954, Folio 156, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

**Mon., June 30, 1958
at 2:00 o'clock P.M.**

All that tract or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a post in a road, said post a corner boundary of Edgar Linton's lot and running with said road North 82° 30' East, 9-3/100 perches to a post, a corner boundary of Clarence Linton's lot; thence leaving said road and running with Clarence Linton's lot, North 7° 30' West, 8 1/4 perches to a cedar fence post in or near the outline of Frederick Bast's land; thence with said land, South 82° 10' West, 9.38 perches to a cedar fence post, a corner boundary of Edgar Linton's lot; thence with said lot, South 9° 30' East, 8-54/100 perches to the place of beginning. Containing 1/2 acre, more or less.

BEING the same property conveyed unto the within-named Mortgagees by Theodore S. Grape and Grace Grape, his wife, by deed dated August 3, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 954, Folio 154.

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

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full 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:

WILLIAM W. TOWNSHEND, JR.
Attorney --
Towns-Worth Building, South St.
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer

Ju-26

OFFICE OF

Maryland Gazette

Published by LIBER 111 PAGE 573

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1958

We hereby certify, that the annexed

Attorney's Sale

12,704

Kay M. 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 30th

day of June, 1958. The first

insertion being made the 5th day of

June, 1958.

FILED THE CAPITAL-GAZETTE PRESS, INC.

JUL -9 PM 3:23 By H. Tilghman

Maryland Gazette

Published by LIBER 111 PAGE 574
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 - Sale - Eq. 12704

Kay M. 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 11th
day of August, 1958. The first
insertion being made the 10th day of

July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Maria Tate

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,704 Equity

In the Matter of the Mortgaged
Real Estate of
KAY M. MOORE, single, and
CATHERINE R. MOORE, her
mother

Ordered, this 7th day of July,
1958. That the sale of the prop-
erty in these proceedings men-
tioned, made and reported by Wil-
liam W. Townshend, Jr., Attorney
named in mortgage, BE RATIFI-
ED AND CONFIRMED, unless
cause to the contrary thereof be
shown on or before the 11th 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
11th day of August next.

The report states that the
amount of sale was \$3,500.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Jy-31

FILED

No. M. G. 2712
1958 AUG -7 AM 11:19

Dr.

In the Matter of the Sale of the Mortgaged Real Estate of
 Kay M. Moore, Single, and Catherine R. Moore, her mother

in ac.

To Attorney for Commissions, viz:	135	00		
To Attorney for Fee, viz:	100	00	235	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	48	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	12	09		
New Amsterdam Casualty Co. - bond premium	24	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
Mary Lee Albright - notary fees	1	50	149	20
To Attorney for Taxes, viz:				
1958 State and County taxes (\$77.49) - 6 months	38	74	38	74
To United Federal Savings and Loan Ass'n of Glen Burnie, mortgagee - this balance on account mortgage claim	3,025	56	3,025	56
			3,500	00
Amount of mortgage claim filed	5,670	22		
Cr. Amount allowed above	3,025	56		
Balance subject to decree in personam	2,644	66		

with

William W. Townshend, Jr., Attorney named in Mortgage ^{Cr.}

1958	30	Proceeds of Sale	3,500	00	3,500	00
					3,500 00	

ORDER NISI

LIBER 111 PAGE 578

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

In the Matter of the Sale of the
Mortgaged Real Estate
of ~~VERSUS~~
Kay M. Moore, Single,
and
Catherine R. Moore, her mother

No. 12,704

Equity.

ORDERED, This 19th day of August, 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 22nd
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
22nd day of September next.

George J. Cromwell, Clerk

FILED
AUG 19 AM 9:07
1958

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of September, 1958, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the ~~Trustee~~ *Trustee* apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Matthew J. Evans

FILED

1958 SEP 24 AM 9:30

Judge

20

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. 12,704 Equity

In the Matter of the Sale of the Mortgaged Real Estate of KAY M. MOORE, Single and CATHERINE R. MOORE, her Mother

Ordered, this 19th day of August, 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 22nd 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 22nd day of September next. GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk S-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 4*, 1958

We hereby certify, that the annexed -----

Order Nisi Eq. 12,704
Auditor account.

Kay M 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 22nd -----
day of September -----, 1958. The first

insertion being made the 21st ----- day of
August -----, 1958

THE CAPITAL-GAZETTE PRESS, INC.

FILED

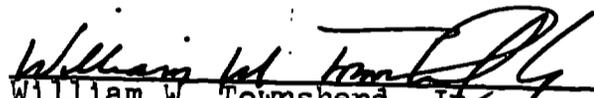
1958 SEP 4 PM 3:27 *[Signature]*

No. M. C. 4521

IN THE MATTER OF THE : No. 12,705 Equity
SALE OF THE MORTGAGED : In the Circuit Court
REAL ESTATE OF BENJAMIN : for
COTTMAN MILES AND ANNE : Anne Arundel County
SISSON MILES, his wife, :

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.


William W. Townshend, Jr.
Attorney named in Mortgage

FILED
1958 JUN 11 AM 9:16

Equity No. 12,705

This Mortgage,

made this 1st

day of ~~March~~ April

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

BENJAMIN COTTMAN MILES and ANNE SISSON MILES, his wife, of Anne Arundel Co, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

SEVEN THOUSAND FIVE HUNDRED DOLLARS ----- (\$7,500.00)

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

By the payment of SIXTY FOUR DOLLARS ----- (\$64.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 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, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all those

lot(s) of ground situate and lying in Seventh Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 5 and 6 in Block No. 35 on a plat entitled "Franklin Manor Beach" made by Thomas W. Marshall, Civil Engineer, June 1921 and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-9, Plat 349.

BEING the same property conveyed to the within-named Mortgagors by James C. Naumann and Irene R. Naumann, his wife, by deed dated May 19, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, Folio 575.



FILED

1958 JUN 11 AM 9:17

The said Mortgagor(s) agree to pay a "late charge" not to exceed four percent (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.

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

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

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

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the 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 with the

said Mortgagee, its successors or assigns, as follows:

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

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

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

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

V. That the holder of the mortgage in any action to 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 grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

Benjamin P. Miles (SEAL)
Benjamin Cottman Miles

Anne P. Miles (SEAL)
Anne Sisson Miles

..... (SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this **1st** day of ~~March~~ **April**,
 in the year one thousand, nine hundred and **fifty-seven**, before me, the subscriber, a Notary
 Public of the State of Maryland, in and for said County, personally appeared **Benjamin Cottman Miles and**
Anne Sisson Miles, his wife,, the above named Mortgagor(s)
 satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage,
 and acknowledged that they executed the same for the purposes
 therein contained, and also they acknowledged the foregoing Mortgage to be their
 act. At the same time also appeared **Louis J. DeAlba, Vice-**
~~ROBERT C. WARD~~, President of said Mortgagee, and made oath in due form
 of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
 NOTARY PUBLIC
 Pauline M. Bozman

My Commission expires **5/6/57**

Rec'd for record **Apr 2, 1957 at 12:08 P.M.**
 Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE

FROM

BENJAMIN COTTMAN MILES AND

ANNE SISSON MILES, HIS WIFE

TO

UNITED FEDERAL SAVINGS &
 LOAN ASSOCIATION OF
 GLEN BURNIE, MARYLAND

750

Received for record 19..... at o'clock M.

Same day recorded in Liber

No. folio &c. one of

REC'D FOR RECORD IN
 the Land Records of Anne Arundel County
 LAND RECORDS OF
 ANNE ARUNDEL COUNTY and examined per

1957 APR -2 PM 12:00 Clerk.

Cost RECORDED IN LIBER 67C
 NO 1109 FOLIO 122
 GEO. I. CROMWELL, CLERK

LIBER 111 PAGE 585

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

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

Equity No 12,705

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Benjamin Cottman Miles and Anne Sisson Miles, his wife, dated April 1, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1109, Folio 122, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

MONDAY, JUNE 30, 1958

at 1:00 o'clock P.M.

All those tracts or parcels of ground situate, lying and being the the Seventh Election District, Anne Arundel County, State of Maryland, more particularly described as follows:

Known and designated as Lots Nos. 5 and 6 in Block No. 35 on a plat entitled "Franklin Manor Beach" made by Thomas W. Marshall, Civil Engineer, June 1921, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-9, Plat 349.

Being the same property conveyed to the within-named Mortgagors by James C. Naumann and Irene R. Naumann, his wife, by deed dated May 19, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, Folio 575; and, being the same property assumed by Ivan R. Bolin by deed dated July 2 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1132, Folio 212.

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

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full 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:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette Press
June 5, 12, 19, 26, 1958

FILED

1958 JUN 11 AM 9:17

In the Matter of the Mortgaged : No. 12,705 Equity
Real Estate of Benjamin Cottman : IN THE
Miles and Anne Sisson Miles, : Circuit Court for
his wife : 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,

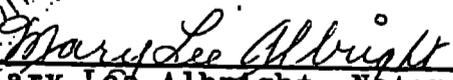
(3) said Defendants have not been ordered to report for induction under The Selective Training and Service Act of 1940 as amended,

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



William W. Townshend, Jr.
Attorney named in Mortgage

Subscribed and sworn to before me this 24th day of June, 1958.



Mary Lee Albright, Notary Public

My commission expires 5/4/59.

FILED

1958 JUN 24 AM 10:06

In the Matter of the Mortgaged : No. 12,705 Equity
Real Estate of Benjamin Cottman : In the Circuit Court
Miles and Anne Sisson Miles, : for
his wife : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Benjamin Cottman Miles and Anne Sisson Miles, dated April 1, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1109, Folio 122-----			\$ 7,500.00
Total amount paid on principal	\$ 253.74		
Credit expense account	<u>110.65</u>	<u>364.39</u>	
			\$ 7,135.61
Interest 3/1/58 to 6/30/58		<u>117.15</u>	
Total amount of mortgage indebtedness			\$ 7,252.76

William W. Townshend, Jr.

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

WITNESS my hand and Notarial seal.

Mary Lee Albright

Mary Lee Albright, Notary Public



FILED

1958 JUN 24 AM 10:06

8

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD.

LIBER 111 PAGE 588

60 JOHN STREET
NEW YORK

A STOCK COMPANY
BOND NO. 263494

LIBER 9 PAGE 344

No. 12,705 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr. of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVENTY-FIVE HUNDRED AND 00/100 (\$7500.00) 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 25th day of June, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Benjamin Cottman Miles and Anne Sisson Miles, his wife to United Federal Savings & Loan Association, bearing date April 1st-1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1109, Folio 122, the said William W. Townshend Jr., as Attorney named in Mortgage, 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 Attorney Named in Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William W. Townshend Jr. does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

As to Principal:

Mary Lee Albright
MARY LEE ALBRIGHT

As to Surety:

M. S. Kraus
M. S. KRAUS

William W. Townshend Jr. (SEAL)
William W. Townshend Jr.

NEW AMSTERDAM CASUALTY COMPANY
By *R. H. Nichols*
R. H. Nichols Attorney-in-Fact

Bond approved this 27th day of June, 1958.
George T. Cromwell, Clerk

FILED

1958 JUN 27 AM 9:39

ROBERT H. CAMPBELL

Auctioneer

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

LIBER 111 PAGE 589

No. 12, 705 Equity

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

UNDER and by virtue of a power of sale contained in a mortgage from Benjamin Cottman Miles and Anne Sisson Miles, his wife, dated April 1, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1109, Folio 122, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Monday, June 30, 1958

At 1:00 O'clock P.M.

ALL THOSE tracts or parcels of ground situate, lying and being in the Seventh Election District, Anne Arundel County, State of Maryland, more particularly described as follows:

KNOWN AND designated as Lots Nos. 5 and 6 in Block No. 35 on a plat entitled "Franklin Manor Beach" made by Thomas W. Marshall, Civil Engineer, June 1921, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-9, Plat 349.

BEING the same property conveyed to the within-named Mortgagors by James C. Naumann and Irene R. Naumann, his wife, by deed dated May 19, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, Folio 575; and, being the same property assumed by Ivan R. Bolin by deed dated July 2, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1132, Folio 212.

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

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full 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:

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

FILED

1958 JUL -7 AM 10'42

No. 12, 705 Equity

Annapolis, Maryland

June 30, 1958

I hereby certify that I have this 30th day of June, 1958, sold the property of William W. Townshend, Jr., Attorney named in Mortgage, known as Lots Nos. 5 and 6 in Block No. 35 as shown on a plat of Franklin Manor Beach, filed in Plat Cabinet 2, Rod D-9, Plat No. 349, Seventh Election District, Anne Arundel County, Maryland unto United Federal Savings and Loan Association of Glen Burnie at and for the sum of \$7,000.00

being then and there the highest bidder(s) therefor.

Robert H. Campbell
Robert H. Campbell

Annapolis, Maryland

June 30, 1958

I/We hereby certify that I/we have this 30th day of June, 1958, purchased from William W. Townshend, Jr., Attorney, the property known as Lots No. 5 and 6 in Block No. 35 as shown on a plat of Franklin Manor Beach, Seventh Election District, Anne Arundel County, Maryland, at and for the sum of \$7,000.00

and I/we hereby agree to comply with the terms of sale.

UNITED FEDERAL SAVINGS AND LOAN ASSN.
OF GLEN BURNIE

By: *Wilmer M. Johnson*
Wilmer M. Johnson, Purchaser
President

Purchaser

FILED

1958 JUL -7 AM 10:42

In the matter of the mortgaged real : No. 12,705 Equity
estate of Benjamin Cottman Miles and : in the Circuit Court for
Anne Sisson Miles, his wife : Anne Arundel County

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr.,
Attorney named in mortgage filed in these proceedings, respect-
fully shows:

That under and by virtue of a power of sale contained
in a mortgage from Benjamin Cottman Miles and Anne Sisson Miles,
his wife, dated April 1, 1957 and recorded among the Land Records
of Anne Arundel County in Liber G.T.C. 1109, Folio 122, said
William W. Townshend, Jr., Attorney named in the aforesaid mortgage
to make sale of the property therein described in case of default,
and default having occurred thereunder, after having given due
notice of the time, place, manner and terms of sale by advertise-
ment in the Maryland Gazette, a newspaper published in Anne Arundel
County, Maryland, and after having complied with all other requisi-
tes 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 Monday, June 30, 1958 at 1:00 o'clock P.M. and then
and there sold the said property to United Federal Savings and
Loan Association of Glen Burnie, at and for the sum of Seven Thousand
Dollars (\$7,000.00), being at that figure the highest bidder there-
for; said property described as follows:

ALL those tracts or parcels of ground situate, lying
and being in the Seventh Election District, Anne Arundel County,
State of Maryland, known and designated as Lots Nos. 5 and 6 in
Block No. 35 on a plat entitled "Franklin Manor Beach" made by

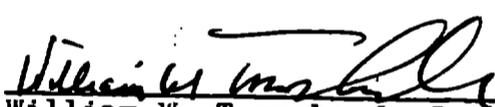
FILED

1958 JUL -7 AM 10:42

Thomas W. Marshall, Civil Engineer, June 1921, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-9 Plat 349.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,


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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of July, 1958, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the foregoing 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.


Mary Lee Albright, Notary Public



ORDER NISI

LIBER 111 PAGE 593

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF BENJAMIN COTTMAN MILES and

~~XXXXX~~

ANNE SISSON MILES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,705 Equity

Ordered, this 7th day of July, 1958, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in mortgage

~~XXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of August next.

was

The report states that the amount of sales ~~XXXXXX~~ 7,000.00

FILED 1958 JUL 7 AM 10:42

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF BENJAMIN COTTMAN MILES and

~~XXXXX~~

ANNE SISSON MILES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of August, 1958, that the sale made and reported by the ~~XXXXXX~~ Attorney fore-said, be and the same is hereby ~~XXXXXX~~ 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~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1958 AUG 13 PM 3:06

Matthew Evans
Judge

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building, South
Annapolis, Maryland

**Attorney's
Sale
OF VALUABLE
IMPROVED
REAL ESTATE**

Under and by virtue of a power of sale contained in a mortgage from Benjamin Cottman Miles and Anne Sisson Miles, his wife, dated April 1, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1109, Folio 122, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

**Mon., June 30, 1958
at 1:00 o'clock P.M.**

All those tracts or parcels of ground situate, lying and being in the Seventh Election District, Anne Arundel County, State of Maryland, more particularly described as follows:

Known and designated as Lots Nos. 5 and 6 in Block No. 35 on a plat entitled "Franklin Manor Beach" made by Thomas W. Marshall, Civil Engineer, June 1921, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-9, Plat 349.

Being the same property conveyed to the within-named Mortgagees by James C. Naumann and Irene R. Naumann, his wife, by deed dated May 19, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, Folio 575; and, being the same property assumed by Ivan R. Bolin by deed dated July 2, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1132, Folio 212.

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

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full 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:

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building, South St.
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer

Ju-28

OFFICE JF

Maryland Gazette

Published by LIBER 111 PAGE 594

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1958

We hereby certify, that the annexed

Attorney's Sale

12,705

Benjamin Cottman Miles

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 30th

day of June, 1958. The first

insertion being made the 5th day of

June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

JUL -9 PM 3:23

By

H. Tilghman

OFFICE OF

Maryland Gazette

Published by LIBER 111 PAGE 595

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 - Sale - E.g. 12705

Benjamin Cottman Miles

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 11th

day of August, 1958. The first

insertion being made the 10th day of

July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,705 Equity

In the Matter of the Mortgaged Real Estate of
BENJAMIN COTTMAN MILES
and
ANNE SISSON MILES, his wife

Ordered, this 7th day of July, 1958. That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of August next.

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

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

FILED

No. M. C. 2743 1958 AUG -7 AM 11:19

16

Dr.

in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Benjamin Cottman Miles and Anne Sisson Miles, his wife

To Attorney for Commissions, viz:	240	00		
To Attorney for Fee, viz:	100	00	340	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	46	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	83		
New Amsterdam Casualty Co. - bond premium	30	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Mary Lee Albright - notary fees	1	50	156	27
To Attorney for Taxes, viz:				
1958 State and County taxes (\$94.09) - adjusted, six months	47	05	47	05
To United Federal Savings and Loan Ass'n of Glen Burnie, mortgagee - this balance on account mortgage claim	6,405	18	6,405	18
			7,000	00
Amount of Mortgage claim filed	7,252	76		
Cr. Amount allowed above	6,405	18		
Balance subject to decree in personam	847	58		

with

William W. Townshend, Jr., Attorney named in Mortgage. Cr.

1958

June

30

Proceeds of Sale

7,000 00

7,000 00

7,000 00

ORDER NISI

In the Matter of the Sale of the
Mortgaged Real Estate
of ~~VERSUS~~
Benjamin Cottman Miles
and
Anne Sisson Miles, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,705 Equity.

ORDERED, This 19th day of August, 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 22nd
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
22nd day of September next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23 day of September, 1958, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

*Matthew S. Erone
Judge*

FILED

1958 SEP 24 AM 9:30

FILED
1958 AUG 19 AM 9:07

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. 12,705 Equity

In the Matter of the Sale of the Mortgaged Real Estate of BENJAMIN COTTMAN MILES and ANNE SISSION MILES, his wife

Ordered, this 19th day of August, 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 22nd 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 22nd day of September next.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 4, 1958

We hereby certify, that the annexed

Order nisi Eq. 12,705
Auditor account.

Benjamin Cottman Miles
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 22nd

day of September, 1958. The first

insertion being made the 21st day of

August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 SEP 4 PM 3:27

No. M. G. 4520

21