LIBER 113 PAGE 1

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	for
	*	Anne Arundel County
vs.	*	
James E. Barton and	*	(In Equity)
		14,647
Elizabeth C. Barton, his wife	*	

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

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiffs' Exhibit No. 1".

1 - Original Mortgage from James E. Barton and Elizabeth C. Barton, his wife, to the Leeds Federal Savings and Loan Association, dated July 8, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 943, folio 437 etc.

Edward J. Brannan

Edward J. Brannan

Attorney Named in Mortgage

FILED

1958 MAY -6 AM 11:13

Equity No. 12,647

City-County Form.

LIBER 943 PAGE 437

LIBER 413 PAGE 2

This Mortgage,

Made this 8th day of July, in the year one thousand, nine hundred and fifty-five, between James E. Barton and Elizabeth C. Barton, his wife of Anne Arundel County, in the State of Maryland, Mortgagors, and the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of - - -TWELVE THOUSAND ($12,000.00) - Dollars being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent (6 %) per annum in the manner following:

By the payment on or before the first day of each month from date hereof; of the sum of - -NINETY DOLLARS AND NINETY EIGHT CENTS ($90.98) - - - ~~XXXXXX~~ Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

Together with and in addition to the monthly payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, a sum, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said estimated sum is insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the Mortgagee and held by it or its sucessors and assigns, then upon demand of said Mortgagee, its successors or assigns, the Mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments to continue until the whole of said principal and interest shall be paid in full, and said combined payments aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, if any, fire, tornado insurance premiums and other charges, for which the property may be liable, and life insurance premiums on policies assigned to the Mortgagee, its successors or assigns; and (3) towards the payment of the aforesaid principal sum, or in any other way the Mortgagee may elect.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all **those** lot of ground situate and lying in **Anne Arundel County** in said State, and described as follows:

Lots numbered eight (8), nine (9), ten (10) and eleven (11), Section 37, with a total frontage of eighty (80) feet on Geneva Road, as shown on the Plat of Sunset Beach, filed among the Plat Records of Anne Arundel County and formerly recorded in F.S.R. No. 4, folio 14 and subsequently recorded in Plat Cabinet No. 1, Rod A-4, Plat No. 14 and now recorded in Plat Book No. 9, folio 42.

BEING the same lots of ground and premises which, by deed dated September 21, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 646, folio 223 etc., was granted and conveyed by The Sunset Beach Development Company unto James E. Barton and Elizabeth C. Barton, his wife, the Mortgagors herein.

FILED

1958 MAY -6 AM 11:13

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple. [illegible] payable in equal [illegible] days of [illegible] and [illegible]

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the 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 repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this Mortgage and in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by Mortgagors of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) 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. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this Mortgage and be included in any decree foreclosing this Mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Mortgagee, its successors or assigns wherein the Mortgagee, its suc-

cessors or assigns, is the beneficiary and which is held by the Mortgagee, its successors or assigns, as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this Mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this Mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (10) that should twenty per cent. (20%) or more of the original loan be paid at one time before maturity, Mortgagors agree to pay to the said Mortgagee ninety days interest at six (6%) per cent. beyond the date of payment on the amount so prepaid. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Leeds Federal Savings and Loan Association.

LIBER 113 PAGE 4

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or **Edward J. Brannan**, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of **One Hundred Fifty ($150.00)** Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, their heirs, personal representatives and assigns shall also include the successors and assigns of a corporate Mortgagor.

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan
Edward J. Brannan

James E. Barton (SEAL)
James E. Barton

Elizabeth C. Barton (SEAL)
Elizabeth C. Barton

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 8th day of July 1955, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared James E. Barton and Elizabeth C. Barton, his wife

the Mortgagors, named in the aforegoing Mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing Mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared George S. M. Kieffer President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

Edward J. Brannan, Notary Public.

Recorded: July 9, 1955 at 10.15 A.M.

LIBER 113 FOLIO 5

MORTGAGE

FROM

James E. Barton and

Elizabeth C. Barton, his wife

TO

LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO. ____

Received for Record July 9, 1955 at 10:15 o'clock A.M. Same day recorded in Liber G.T.C. No. 943 Folio 437 etc., one of the Records of A.A. Co. and examined per GEORGE T. CROMWELL, Jr. Clerk.

Cost of Record, $ 1.50

EDWARD J. BRANNAN
Attorney-at-Law
Baltimore 2, Maryland

The Daily Record Company, Baltimore, Md.

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	for
	*	Anne Arundel County
vs.	*	Docket No. 17, Folio 306
James E. Barton and Elizabeth C. Barton, his wife	*	Case No. 12647

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath in due form of law that he 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.

Edward J. Brannan

Edward J. Brannan,

Attorney Named in Mortgage

Subscribed and sworn to before me

this 5th day of May, 1958.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

FILED

1958 MAY -6 AM 11:13

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 113 PAGE 7

No. 12,647 Equity

LIBER 9 PAGE 313

Edward J. Brannan, Attorney-named in Mortgage

vs

James F. Barton and Elizabeth C.Barton

BOND OF FORECLOSURE

TO SELL

Property S/S Geneva Road, Lots No.8-9-10 and 11,Section 37,Sunset Beach, Anne Arundel County, Maryland

KNOW ALL MEN BY THESE PRESENTS: That we,

EDWARD J. BRANNAN

as Principal ,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWELVE THOUSAND AND 00/100 ---------- Dollars ($ 12,000.00), 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 23rd day of May , in the year of our Lord, nineteen hundred and fifty-eight.

WHEREAS, the above bounden

EDWARD J. BRANNAN

by virtue of the power contained in a mortgage from James E. Barton and Elizabeth C. Barton to Leeds Federal Savings and Loan Association bearing date the 8th day of July , 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 943 Folio 437 and

EDWARD J. BRANNAN

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

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

EDWARD J. BRANNAN

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

Signed, sealed and delivered May 23, 1958.

in the presence of

Marguerite E. Wolf

Edward J. Brannan (SEAL)

Edward J. Brannan

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By A. M. Dawson

Attorney-in-fact

Bond approved this 31st day May, 1958.

George T. Cromwell, Clerk

FILED

1958 MAY 31 AM 9:43

LIBER 113 PAGE 8

Edward J. Brannan,
Attorney Named in Mortgage

vs.

James E. Barton and
Elizabeth C. Barton, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Docket No. Folio

Case No. 12,647 Equity

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from James E. Barton and Elizabeth C. Barton, his wife, dated July 8, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 943, folio 437 etc..

Amount of Mortgage Loan	$ 12,000.00
Less Amount Paid on Account	414.50
	$ 11,585.50
Plus interest to June 10,1958	251.03
	$ 11,836.53
Less Expense Account	42.04
Total	$ 11,794.49

Edward J. Brannan
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29th day of May in the year 1958, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

FILED

1958 JUN -4 AM 10:13

EDWARD J. BRANNAN,
Solicitor
841 Equitable Bldg.,
Baltimore, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

SITUATE ON SOUTH SIDE OF GENEVA ROAD BETWEEN HOMELAND ROAD & MOUNT ROSE ROAD, SUNSET BEACH, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of and pursuant to the power of sale contained in the mortgage from James E. Barton and Elizabeth C. Barton, his wife, to the Leeds Federal Savings and Loan Association, dated July 8, 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 943, folio 437, etc (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises, on

Monday, June 9, 1958
at 3 o'clock P.M.

All that Fee Simple Property situate in Anne Arundel County, State of Maryland, and described as follows:

Lots numbered eight (8), nine (9), ten (10) and eleven (11), Section 37, with a total frontage of eighty (80) feet on Geneva Road, as shown on the plat of Sunset Beach, filed among the Plat Records of Anne Arundel County and formerly recorded in F.S.R. No. 4, folio 14, and subsequently recorded in Plat Cabinet No. 1, Rod A-4, Plat No. 14, and now recorded in Plat Book No. 9, folio 42.

The aforesaid lot of ground is improved with a frame two (2) story dwelling containing seven (7) rooms one and one-half (1½) baths, hot-air oil heat, one (1) car garage.

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

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale. Balance of purchase money to be paid upon ratification of the sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six percentum (6%) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed, shall be at the expense of the purchaser.

Taxes and all other expenses, including Anne Arundel County Sanitary Commission charges, if any, to be adjusted to the day of sale.

EDWARD J. BRANNAN,
Atty Named in Mortgage.
E. T. NEWELL & CO., INC.,
Auctioneers.

M-22

LIBER 113 PAGE 9 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 4, 1958

We hereby certify, that the annexed

Mortgage Sale

No. 10,647 Equity

James E. Barton

Geneva Road

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of June, 1958. The first insertion being made the 8th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

FILED
1958 JUN -5 AM 10:09

Edward J. Brannan Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT OF ANNE
vs.	*	ARUNDEL COUNTY
James E. Barton and Elizabeth C. Barton, his wife	*	IN EQUITY
	*	

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

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this 9th day of June, 1958, he sold at public auction, for the highest obtainable, to Charles W Barton + Mildred K. Barton, the following described property:

Lots numbered eight (8), nine (9), ten (10) and eleven (11), Section 37, with a total frontage of eighty (80) feet on Geneva Road, as shown on the Plat of Sunset Beach, filed among the Plat Records of Anne Arundel County and formerly recorded in F.S.R. No. 4, folio 14 and subsequently recorded in Plat Cabinet No. 1, Rod A-4, Plat No. 14 and now recorded in Plat Book No. 9, folio 42.

at and for the price of Twelve Thousand Eight Hundred Seventy Five Dollars ($12875.00).

AS WITNESS the corporate seal of the said Auctioneer and the signature of its President.

WITNESS:

Betty Y. Trueschler

John M. Mills
President.

The undersigned Purchasers of the above described property do hereby certify that they bought said property at the auction at and for the price of Twelve Thousand Eight Hundred Seventy Five Dollars ($12875.00).

WITNESS the hands and seals of the said purchasers.

Witness:

Charles W. Barton (SEAL)

Edward J. Brannan

Mildred K. Barton (SEAL)
Rec Charles W Barton

FILED

1958 JUN 12 AM 9:32

LIBER 113 PAGE 11

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	Docket No. 17, Folio
James E. Barton and Elizabeth C. Barton, his wife	*	Case No. 12,647

* *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated July 8, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 943, folio 437 etc., from James E. Barton and Elizabeth C. Barton, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, newspaper published in Anne Arundel County for more than three successive weeks, proceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 9th day of June, 1958 at 3 O'Clock P.M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Charles W. Barton and Mildred K. Barton, his wife, at and for the sum of Twelve Thousand Eight Hundred Seventy Five Dollars ($12,875.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney
Named in Mortgage.

FILED
1958 JUN 12 AM 9:32

11

LIBER 113 PAGE 12

ORDER NISI

Edward J. Brannan

Attorney Named in Mortgage

versus

James E. Barton and
Elizabeth C. Barton, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,647 Equity

Ordered, this 12th day of June, 1958, That the sale of the property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 12,875.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 JUN 12 AM 9:32

TEST: Clerk.

(Final Order)

Edward J. Brannan

Attorney Named in Mortgage

versus

James E. Barton and
Elizabeth C. Barton, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of July, 1958 Finally 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 commission and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE

Filed 28 July, 1958, at 3:30 P.M.

LIBER 113 PAGE 13 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. 12,647 Equity

EDWARD J. BRANNAN
Attorney Named In Mortgage
versus
JAMES E. BARTON and
ELIZABETH C. BARTON, his wife

Ordered, this 12th day of June, 1958; That the sale of the Property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named In Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $12,875.00.

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. 12,647

James E. Barton

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. G. 4-1958 JUL 11 PM 1:48

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

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

LIBER 113 PAGE 14

STATE OF MARYLAND

LIBER 9 PAGE 370

No. 12,647 Equity

Edward J. Brannan, Attorney named in Mortgage

vs.

James E. Barton and Elizabeth C. Barton

Additional

BOND OF FORECLOSURE

TO SELL

Property on South side Geneva Road, Lots No 8-9-10-11 of Section 37, Sunset Beach, Anne Arundel County, Maryland

KNOW ALL MEN BY THESE PRESENTS: That we,

EDWARD J. BRANNAN

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Hundred Seventy-five and 00/100 ---------- Dollars ($ 875.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of July, in the year of our Lord, nineteen hundred and fifty-eight

WHEREAS, the above bounden EDWARD J. BRANNAN

by virtue of the power contained in a mortgage from James E. Barton and Elizabeth C. Barton to Leeds Federal Savings and Loan Association bearing date the 8th day of July, 19 55 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 943 Folio 437 and

EDWARD J. BRANNAN

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden EDWARD J. BRANNAN do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered July 24, 1958.

in the presence of

Marguerite E. Wolf

Edward J. Brannan (SEAL)
Edward J. Brannan

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By A. M. Davison

Attorney-in-fact

FILED

1958 JUL 26 AM

Approved 26 July, 1958
George W. Cromwell, Clerk

LIBER 113 PAGE 15

In the Case of

Edward J. Brunnan,
Attorney named in Mortgage
vs.
James E. Barton
and
Elizabet C. Barton, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,647 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.

August 12, 1958

All of which is respectfully submitted.

Auditor.

FILED

1958 AUG 15 PM 12:44

Dr. Edward J. Brannan, Attorney named in Mortgage vs. James E. Barton and Elizabeth C. Barton, his wife in ac.

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	420	02	570	02
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	37	50		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	25	00		
U.S. Fidelity & Guaranty Co.-bond premium	48	00		
E.T. Newell & Co.,Inc.- auctioneer's fee	300	00		
Marguerite E. Wolf - notary fees	1	00	425	50
To Attorney for Taxes, viz:				
1958 State and County taxes - 5 months 9 days	70	33	70	33
To Leeds Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim	11,794	49	11,794	49
To James E. Barton and Elizabeth C. Barton, his wife, mortgagors - this balance	101	32	101	32
			13,014	66

with

Edward J. Brannan, Attorney named in Mortgage

Cr.

1958						
June	9	Proceeds of Sale	12,875	00		
		Interest on deferred payment of $12,375.00 to 8/8/58	125	66	13,000	66
		Refund 1958 water and sewer berefit charge- 6 months 21 days	14	00	14	00
					13,014	66

17

ORDER NISI

Edward J. Brannan,

Attorney named in Mortgage

VERSUS

James E. Barton

and

Elizabeth C. Barton, his wife

In the LIBER 113 PAGE 18

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,647 Equity.

1958 AUG 15 PM 12:44

FILED

ORDERED, This 15th 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 22d 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 22d day of September next.

George T. Cromwell, Clerk

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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans
Judge

FILED

1958 SEP 24 AM 9:29

LIBER 113 PAGE 19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,647 Equity

EDWARD J. BRANNAN,
Attorney named in Mortgage
VERSUS
JAMES E. BARTON and
ELIZABETH C. BARTON, his wife

Ordered, this 15th 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

No. M. G. 4508

19

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 4, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,647

Auditor Account

James E. Barton

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

By [illegible]

M. HELEN McGUINESS LOPEZ
and JOSEPH A. LOPEZ,
her Husband

MILDRED E. McGUINESS DELCLOS
and LAWRENCE A. DELCLOS,
her Husband

MARGARET E. McGUINESS WIX
and MATTISON W. WIX,
her Husband

CLARA R. McGUINESS (widow)
JOHN T. McGUINESS
RONALD McGUINESS (infant)
KAREN McGUINESS (infant)
the last two by their
Mother and Next Friend,
Clara R. McGuiness

KATHRYN GERAHTY, widow,
HOWARD GERAHTY
FRANCIS GERAHTY, JR. and
RITA GERAHTY, his Wife

NETTIE MAY GERAHTY (widow)
M. ELIZABETH GERAHTY ALLAN
and B. WILSON ALLAN, her
Husband

DOROTHEA GERAHTY ENGEL
and ERNEST L. ENGEL,
her Husband

VS

KATHRYN GERAHTY HARRISON
and CHARLES E. HARRISON, Jr.
her Husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY # 12,246
17·74

PETITION FOR SALE OF REAL ESTATE

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

The petition of the above named Plaintiffs shows:

First: That James E. Gerahty, late of Anne Arundel County, died May 31, 1930, intestate, a widower, without leaving surviving children or descendants. That in his life and at his death he was seized and possessed in fee simple of the remaining part of a certain parcel of land situate in Anne Arundel County, designated as Lot 76 and a portion of Lot 77 shown on the original plat of

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1957 JUL 25 AM 11:41

Outing Park and recorded among the Plat Records of Anne Arundel County, Plat Book No. 12, pp. 31 and 32, the whole of which parcel is described in a deed dated September 10, 1914 from J. Leland Hanna, et ux, to said James E. Gerahty and Jennie Gerahty, his wife (predeceased her husband, James), and recorded in the Land Records of Anne Arundel County, Maryland, in Liber G.W. No. 106, folio 305; such remaining part of such tract being shown on the plat herewith filed as part hereof and designated as Lots 5, 7, 11, 12, 13, 17, 18, 19, 20 and 22.

Second: That being so seized the said James E. Gerahty left at the time of his death as his only surviving heirs at law and distributees the following:

(A) Charles W. Gerahty, a brother, who died intestate October 22, 1941, unmarried without children or descendants and whose heirs at law and distributees are Plaintiffs and Defendants.

(B) Mary E. Gerahty McGuiness, a sister, who died a widow and intestate April 3, 1951, leaving surviving as her only heirs at law and distributees the following children: M. Helen McGuiness Lopez (niece of said James E. Gerahty) who married Joseph A. Lopez, Sr., both of full legal age.

Mildred E. McGuiness Delclos (niece of said James E. Gerahty) who married Lawrence A. Delclos, both of full legal age.

Margaret E. McGuiness Wix (niece of said James E. Gerahty) who married Mattison W. Wix, both of full legal age.

John J. McGuiness (nephew of said James E. Gerahty) who died December 29, 1955 intestate leaving surviving as his only heirs at law and distributees a widow, Clara R. McGuiness and the following children: John T. McGuiness, unmarried and of legal age; Ronald McGuiness, an infant, born April 29, 1945 and Karen McGuiness, an infant, born November 23, 1948

(C) Francis Gerahty, Sr., a brother, who died intestate January 13, 1952 leaving surviving as his only heirs at law and distributees a widow and children as follows: Kathryn Gerahty (his widow), and a son, Howard Gerahty (unmarried); Francis Gerahty, Jr., a son who married Rita Gerahty; and Kathryn Gerahty Harrison, a daughter who married Charles E. Harrison, all of whom are of legal age, said sons and daughter being nephews and niece of said James E. Gerahty.

(D) Henry Gerahty, a brother, who died intestate December 30, 1952, leaving surviving as his only heirs at law anddistributees a widow and children as follows: Nettie May Gerahty (his widow), and M. Elizabeth Gerahty Allan (a daughter) who married B. Wilson Allan; and Dorothy Gerahty Engel (a daughter) who married Ernest L. Engel, all of whom are of legal age, both of which daughters being nieces of said James E. Gerahty, deceased.

(E) Sarah A. Gerahty, a sister, who died intestate September 14, 1956 unmarried, without children or descendants and whose heirs at law and distributees are included as Plaintiffs and Defendants.

(F) John W. Gerahty, a brother, who died intestate January 24, 1957, unmarried, without children or descendants and whose heirs at law and distributees are included as Plaintiffs and Defendants.

Third: That the fee simple real estate mentioned and described in the First paragraph hereof is not susceptible of partition among the parties entitled thereto according tb their respective interests therein, without loss or injury, and it would be to the best interest and advantage of all those concerned, Plaintiffs and Defendants, in whom as tenants in common said real estate is now absolutely vested, to have the same sold and the proceeds divided among the parties according to their respective rights.

TO THE END THEREFORE

1. That a decree may be entered by this Court authorizing and directing public or private sale of the real estate in this petition described; that a Trustee be appointed tomake such sale, and that the proceeds of said sale be divided among the parties according to their respective rights.

2. That your petitioners may have such other and further relief as their case may require.

AND AS IN DUTY BOUND, etc.

O. Bowie Duckett

Charles C. Wallace

Solicitors for Plaintiffs

Co 3-3150

LAW OFFICES
O. BOWIE DUCKETT
88 STATE CIRCLE
ANNAPOLIS, MARYLAND

M. Helen McGuiness Lopez
M. Helen McGuiness Lopez

Joseph A. Lopez
Joseph A. Lopez

Mildred E. McGuiness Delclos
Mildred E. McGuiness Delclos

Lawrence A. Delclos
Lawrence A. Delclos

Margaret E. McGuiness Wix
Margaret E. McGuiness Wix

Mattison W. Wix
Mattison W. Wix

Clara R. McGuiness
Clara R. McGuiness

John T. McGuiness
John T. McGuiness

Ronald McGuiness (infant)
Karen McGuiness (infant)
By their Mother and Next Friend,
Clara R. McGuiness

Clara R. McGuiness
Clara R. McGuiness

Kathryn Gerahty
Kathryn Gerahty

Howard Gerahty
Howard Gerahty

Francis Gerahty Jr.
Francis Gerahty, Jr.

Rita Gerahty
Rita Gerahty

[redacted]

Nettie Mary Gerahty
M. Elizabeth Gerahty Allan

M. Elizabeth Gerahty Allan
B. Wilson Allan

Dorothy Gerahty Engel
Dorothy Gerahty Engel

Ernest L. Engel
Ernest L. Engel

I authorize Q. Bowie Duckett and Charles C. Wallace, as solicitors, to file this petition in my name as Mother and Next Friend of my infant children, Ronald McGuiness and Karen McGuiness,

Clara R. McGuiness
Clara R. McGuiness

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LIBER 113 PAGE 24

M. HELEN McGUINESS LOPEZ, et al

vs

KATHRYN GERAHTY HARRISON and CHARLES E. HARRISON, her Husband

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 12,246 Equity

ANSWER OF KATHRYN GERAHTY HARRISON AND CHARLES E. HARRISON, HER HUSBAND

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

Kathryn Gerahty Harrison and Charles E. Harrison, her husband, respondents herein, residing at 152 Foraythe Street, Norfolk, Virginia, waiving personal service of process by subpoena as well as notice hereof by publication, for answer to the bill of complaint of M. Helen McGuiness Lopez, say -

1. That they have a copy of the bill of complaint, have read the same, are familiar with the purposes thereof, admit all its allegations, and consent to the entry of a decree of court as prayed.

AND AS IN DUTY BOUND, ETC.

Kathryn Gerahty Harrison

Charles E. Harrison

Respondents

Solicitor for Respondents

FILED

1957 JUL 25 AM 11:43

M. HELEN McGUINESS LOPEZ, et al	*	IN
	*	THE CIRCUIT COURT
VS.	*	FOR
KATHRYN GERAHTY HARRISON and CHARLES E. HARRISON, JR., her husband	*	ANNE ARUNDEL COUNTY
	*	NO.12,246 EQUITY

****

TESTIMONY ON BEHALF OF PLAINTIFFS

October 2, 1957

Present:

Mr. Charles C. Wallace,)
Mr. O. Bowie Duckett,) Solicitors for Plaintiffs

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Irene Hazel, Court Reporter

Witnesses:

M. Helen McGuiness Lopez, pages 2 - 9.

Carl S. Thomas, pages 10 - 13.

FILED

1957 OCT -4 PM 3:11

6

M. Helen McGuiness Lopez, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Duckett)

1. Mrs. M. Helen McGuiness Lopez, state your address, please.

A. 1701 Aberdeen Road, Towson 4, Maryland.

2. Mrs. Lopez, you are a niece of James E. Gerahty?

A. Yes sir.

3. Who lived in Anne Arundel County?

A. Right.

4. And when did Mr. Gerahty die?

A. 1930.

5. And did he leave a Will?

A. No sir.

6. Was he married?

A. He was a widower.

7. And what was his wife's name?

A. Jennie.

8. And she died, when?

A. In 1927.

9. Now, is it true that Mr. and Mrs. James E. Gerahty were the owners of the property involved in this suit?

A. Yes sir.

10. And I hand you a certified copy of the deed dated September the 10th, 1914, from J. Leland Hanna and Miriam E. Hanna, his wife, to James E. Gerahty and Jennie Gerahty, his wife; does that deed include the property involved in these proceedings?

A. Yes sir.

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

11. Now, Mrs. Lopez, the property remaining in this tract, I believe, contain in a plat, which I hand you, and includes Lots Nos. 5,7,11, 12, 13, 17, 18, 19, 20, and 22, is that correct?

A. Ten in all.

12. And are they/the lots on that plat underscored in red, the lots which we are concerned with?

A. Yes sir.

(PLAT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

13. Will you tell us first whether Mr. Gerahty had any children or descendants surviving him?

A. No sir, he did not.

14. And did he have any brothers or sisters?

A. Yes sir.

15. How many brothers and sisters did he have?

A. Two sisters, and four brothers.

16. And all of the surviving heirs and distributees are parties to this suit?

A. Yes sir.

17. Mrs. Lopez, the oldest brother, his name is, what?

A. John.

18. Have all of the brothers and sisters died since the death of your uncle in 1930?

A. Yes, they have.

19. Did any of them leave a Will?

A. No.

20. Do you know who constitutes the heirs and kin of your uncle at the present time, namely, those who stand in the place of deceased brothers and sisters?

A. Yes, nieces and nephews.

21. Are you personally acquainted with all of them?

A. Yes, I am.

22. Have you prepared a writing showing all the heirs or kin of your Uncle James, at the time of his death in 1930, that is to say, his brothers and sisters and also showing dates of their death since, and also those who now stand as heirs or kin in their place?

A. Yes.

(Mr. Rouse)

1. Mrs. Lopez, at the time of James E. Gerahty's death in 1930, is this a list of his brothers and sisters living at that time?

A. Yes sir.

2. And this list also shows when each one of those brothers and sisters died, is that right?

A. That's correct.

3. And also whether or not they left a Will?

A. Yes: Charles W. Gerahty (Brother) died October 22, 1941 intestate, unmarried, and without descendants whose heirs are as stated herein. Mary E. Gerahty McGuiness (sister) died April 3, 1951, a widow, intestate, whose heirs are as stated herein. Francis Gerahty, Sr. (brother) died January 13, 1952, intestate, whose heirs are as stated herein. Henry Gerahty (brother) died December 30, 1952, intestate, whose heirs are as stated herein.

Sarah A. Gerahty, (sister) died September 14, 1956, intestate, unmarried, without descendants, whose heirs are as stated herein. John W. Gerahty (brother) died January 24, 1957, intestate, unmarried, without descendants, whose heirs are as stated herein.

4. On the second list which you have prepared names the heirs of James E. Gerahty as of the time that this Bill of Complaint was filed in the Circuit Court for Anne Arundel County, is that correct?

A. Yes sir: (Branch 1) - Heirs of Charles W. Gerahty (deceased brother of James)

(a) Mary E. Gerahty McGuiness (his now deceased sister), who left the following:

M. Helen McGuiness Lopez (Daughter)
Mildred E. McGuiness Delclos (Daughter)
Margaret E. McGuiness Wix (Daughter)
John J. McGuiness, a deceased son who left surviving a widow and 3 children -

Clara R. McGuiness (widow)
John T. McGuiness, his son
Ronald McGuiness (infant son)
Karen McGuiness (infant daughter)

(b) Francis Gerahty, Sr. (his now deceased brother) who left the following -

Kathryn Gerahty - his widow
Howard Gerahty (son)
Francis Gerahty, Jr. (son)
Kathryn Gerahty Harrison (daughter)

(c) Henry Gerahty - his now deceased brother, who left the following -

M. Elizabeth Gerahty Allan (daughter)
Dorothea Gerahty Engel (daughter)
Nettie May Gerahty (his widow)

(d) Sarah A. Gerahty, his now deceased sister, who left the following as heirs on kin -

M. Helen McGuiness Lopez (niece)
Mildred E. McGuiness Delclos (niece)
Margaret E. McGuiness Wix (niece)
John T. McGuiness (grandnephew
Ronald McGuiness (infant grandnephew)
Karen McGuiness (infant grandniece)
(the first 3 being children of Sarah's deceased sister, Mary E. Gerahty McGuiness, and the last 3 being her grandchildren

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i.e. children of her deceased son, John J. McGuiness).

Howard Gerahty
Francis Gerahty, Jr.
Kathryn Gerahty Harrison
nephews and niece, being children of her deceased brother, Francis Gerahty, Sr.

M. Elizabeth Gerahty Allan
Dorothea Gerahty Engel
nieces, being children of her deceased brother, Henry Gerahty

---

John W. Gerahty (now deceased brother, whose heirs or kin - standing in his place - are identical with those of Sarah named under "D" hereof)

Branch 2 - Heirs of Mary E. Gerahty McGuiness (deceased sister of James)

M. Helen McGuiness Lopez (child)
Mildred E. McGuiness Delclos (child)
Margaret E. McGuiness Wix (child)
John J. McGuiness (now deceased child who, in turn, left a widow and 2 children, viz:
Clara R. McGuiness (his widow)
John T. McGuiness (child)
Ronald McGuiness (infant child)
Karen McGuiness (infant child)

Branch 3 - Heirs of Francis Gerahty, Sr. (deceased brother of James)

Kathryn Gerahty (widow)
Howard Gerahty (son)
Francis Gerahty, Jr., (son)
Kathryn Gerahty Harrison (daughter)

Branch 4 - Heirs of Henry Gerahty (now deceased brother of James)

Nettie May Gerahty (his widow)

M. Elizabeth Gerahty Allan (daughter)
Dorothea Gerahty Engel (daughter)

Branch 5 - Heirs of Sarah A. Gerahty (deceased sister of James)

They are stated under paragraph "D" of Branch 1 - heirs of Charles W. Gerahty.

Branch 6 - Heirs of John Gerahty (deceased brother of James)

They are identical with those of his deceased sister, Sarah, stated under paragraph "D", Branch 1, heirs of Charles W. Gerahty.

(Mr. Duckett)

23. Are all the persons whom you have mentioned above the age of 21 except Ronald and Karen McGuiness?

A. Yes.

24. And those two are infants?

A. Yes.

25. And Ronald McGuiness, do you know the date of his birth?

A. April the 29th, 1945, and Karen, November the 23rd, 1948.

26. Are the husband and wives as the case may be of the parties in interest correctly stated in the petition?

A. Yes sir.

27. Are you acquainted with the property described in this proceeding?

A. Yes.

28. Will you briefly describe it?

A. They are all vacant lots, no building on any of these lots.

(Mr. Rouse)

29. They are not producing any income at the present time?

A. No sir.

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30. And those are the lots as outlined in red as shown on the plat introduced in evidence?

A. Yes.

(Mr. Duckett)

31. Mrs. Lopez, as shown by the Bill of Complaint there are twenty one heirs in this case, would it be possible to divide all that property in kind, would it be possible to divide that among those twenty one heirs?

A. No.

32. And is it your opinion that it is to the advantage of all concerned that the property be sold and the proceeds divided among the heirs in title?

A. Yes.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....No.....

Signature...M. Helen McGuinness Lopez...

Carl S. Thomas, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Duckett)

1. State your full name, please.

A. Mr. Carl S. Thomas.

2. And where do you live?

A. Arnold, Maryland.

3. And what business are you in?

A. Real estate.

4. And how long have you been in the real estate business?

A. Eighteen years.

5. And where is your real estate office?

A. In Glen Burnie, Maryland, 211 Ritchie Highway.

6. Mr. Thomas, at my request did you view this property involved in this litigation?

A. Yes.

7. Will you briefly describe it?

A. The property is located in an area known as Greenhaven, it consist of ten lots and they are separated in some instances. There is a group of lots, 17, 18, 19 and 20 in one parcel; a group of 11, 12 and 13 in another parcel; an individual lot known as No. 22; and individual lot known as No. 7; and an individual lot known as No. 5.

8. Are there any buildings on these lots?

A. They are unimproved.

9. Will you tell about the surrounding buildings?

A. The surrounding buildings are in very poor condition, the general area where these lots are located, I wouldn't say exactly be low standard housing, but it's old, poor houses.

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10. And in your opinion, would it be possible to divide these lots among the heirs without loss or injury?

A. I don't see how it could be divided.

11. And you say the lots are unproductive, are the lots productive or not?

A. Well, to the best of my knowledge, they are not rented or anything, they are sitting there vacant with no improvements on them.

12. And you feel it would be for the best interest and advantage of all concerned if the property be sold and the proceeds divided among the parties in title?

A. Yes.

13. Now, will you give us your opinion as to the value of the lots?

A. Well, I have inspected all of these lots and inspected the complete area; I have also talked to various builders to see if there would be any demand in the area, and there is practically none. I would say that all of the lots combined would have a valuation of Eighteen Hundred and Twenty Five Dollars ($1825.00).

14. Will you break that down?

A. Yes, I combined Lots 17, 18,19, and 20 in one block at Eight Hundred Dollars ($800.00); Lot 11, 12 and 13 combined at Five Hundred Dollars ($500.00); Lot 7 Two Hundred Dollars ($200.00); Lot 5 One Hundred and Fifty Dollars ($150.00); and Lot 22 One Hundred and Seventy Five Dollars ($175.00).

15. That totals Eighteen Twenty Five?

A. That totals Eighteen Twenty Five.

(Mr. Rouse)

(Mr. Rouse)

1. Any utilities on these lots?

A. None at all.

(Mr. Duckett)

16. No sewerage into these lots?

A. There's no sewerage, but water is being extended into that area.

(Mr. Rouse)

2. You testified that these lots were at Greenhaven.

A. Outing Park, Green haven.

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 Carl S. Thomas

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There being no further witnesses to be examined on behalf of the Plaintiffs at this time, and no further testimony desired in their behalf, this testimony is now closed, and at the request of 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 4th day of October, 1957.

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

J.R. $10.00

I.H. $11.00 Pd.

This Deed, made this tenth day of September, in the year one thousand nine hundred and fourteen, by and between J. Leland Hanna and Miriam E. Hanna, his wife, of Baltimore County, in the State of Maryland, parties of the firstpart, and James E. Gerahty and Jennie Gerahty, his wife, of Baltimore City, in the State aforesaid, parties of the second part;-

Witnesseth; that in consideration of Five Dollars and other good and valuable considerations, the receipt whereof, is hereby acknowledged, the said J. Leland Hanna and Miriam E. Hanna, do grant and convey to the said James E. Gerahty and Jennie Gerahty, as tenants by the entireties, all that lot or parcel of ground known and designated as Lot No-76 on the Plat of Outing Park as recorded among the Land Records of Anne Arundel County, also all that part of Lot No-77-, on the aforesaid Plat which is described as follows; B

Beginning for the same on the south side of the Shore Road at the distance of one hundred and thirty-two and eight tenths feet from the east sid of Outing Avenue as laid out on the plat aforesaid and running thence from said beginning point along the south side of Shore Road north eighty-four degrees and forty-eight minutes east two hundred and eighty-and fifty-two hundredths feet; thence south thirteen degrees and twenty-one minutes west eight hundred and ninety-eight feet and forty-eight hundredths feet to the north side of a thirty feet road known as Orchard Road; thence along the north side of said Road north fifty-nine degrees and twenty-six minutes west three hundred and ninety--eight and fifty-seven hundredths feet to the east side of Outing Avenue; thence along the east side of Outing Avenue north thirteen degrees and twenty-one minutes east three hundred and seventy-seven and forty-five hundredths feet; thence leaving said Avenue and running north eighty-four degrees and forty-eight minutes east two hundred and eight and six tenths feet; thence north five degrees and twelve minutes west two hundred and sixty-one feet to the beginning.

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Examiner's Exhibit
Lopez, et al v. Harrison, et al, Equity No 12,246
John S. Rowe Jr. Exam

Containing five and seventy-nine hundredths acres of land.-
Both of said lots being part of a tract of land which by a deed bearing date the 13th. day of November in the yaar Nineteen hundred and nine and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 69 folio 273, & c., was conveyed by R. Harry Arnold and wife to the said J. Leland Hanna.-
Together with the buildings and improvements thereon and all the ways, waters, rights, privileges, and advantages thereto belonging or in anywise appertaining, including the right to use, in common with others, Lot No-1- on the aforesaid Plat.-
To Have and To Hold the said property unto and to the use of the said James E. Gerahty and Jennie Gerahty, their assigns, the survivor of them, his or her heirs or assigns, in fee simple.-
And the said grantors covenant that they will warrant specially the property hereby granted and that they will execute such further assurances thereof as may be requisite.-
Witness the hands and seals of the said grantors.-
Test;- as to both J. Leland Hanna (Seal)-
John Henry Skeen;- Miriam E. Hanna (Seal)-
State of Maryland, Baltimore City, to wit;-
I hereby certify, that on this tenth day of September, in the year nineteen hundred and fourteen before me, personally appeared J. Leland Hanna and Miriam E. Hanna, the grantors named in the foregoing Deed, and severally acknowledged the same to be their respective act.-
Witness my hand and Notarial Seal.-
(Notary's Seal)- John Henry Skeen- Notary Public
Recorded 1st. October, 1914

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G. W, No. 106 folio 305, 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 1st. day of October, 1957.

George T. Cromwell, Clerk

George T. Cromwell, Clerk

LIBER 113 PAGE 40

Examiner's Exhibit No 2
Lopez, et al v. Harris, et al. Equity No 12,946
John S. Rowe Jr. Exam

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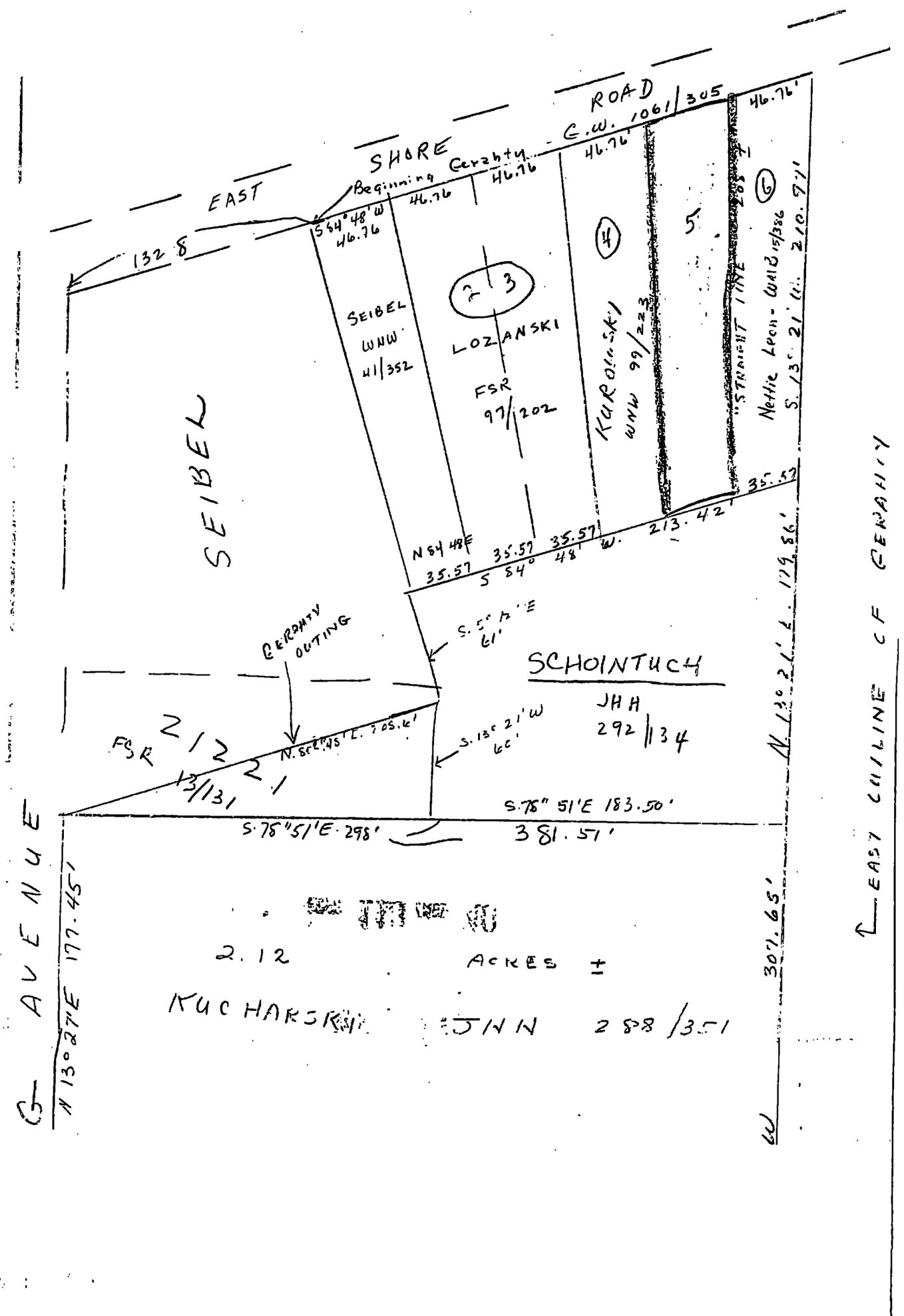

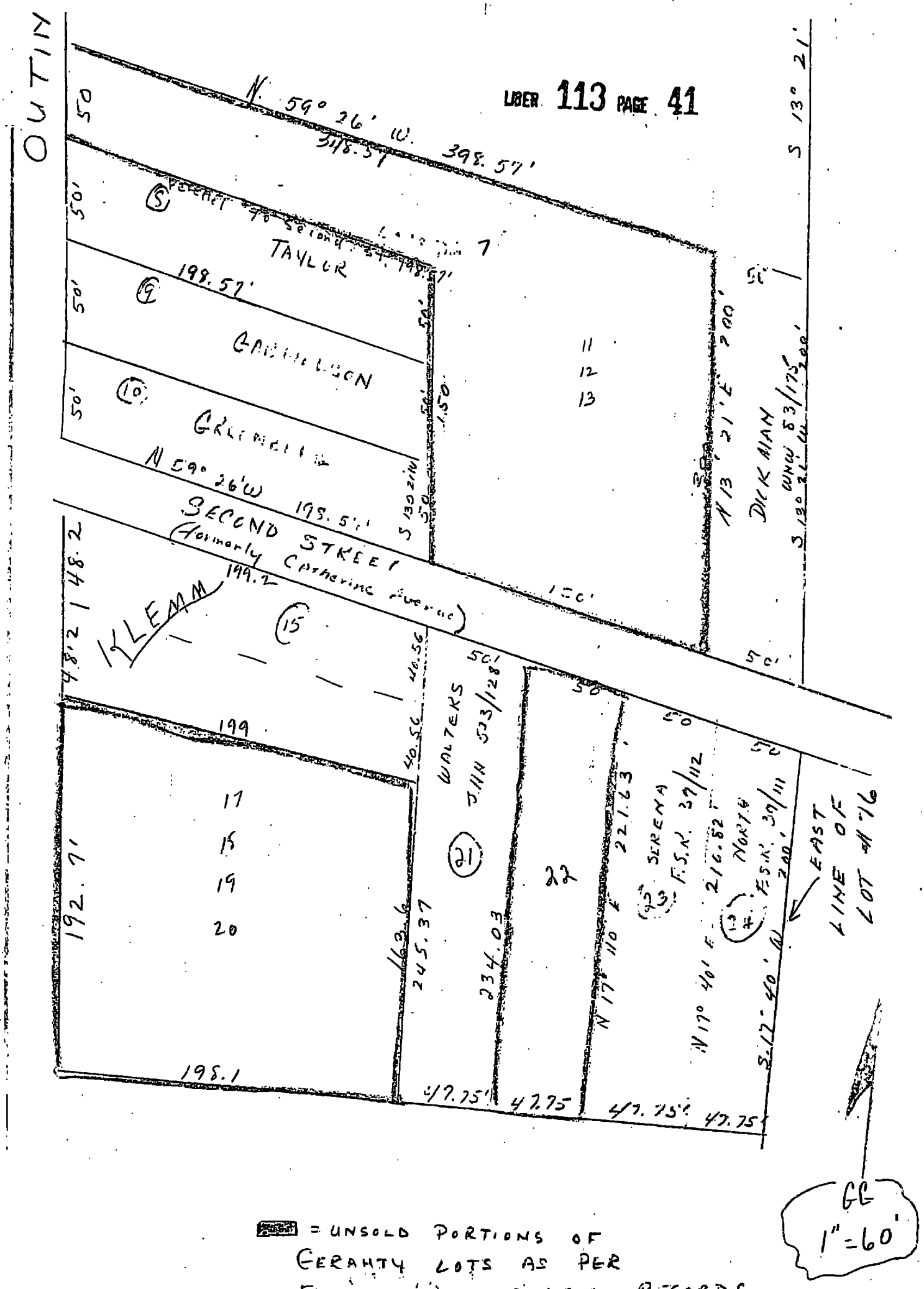

= UNSOLD PORTIONS OF GERAHTY LOTS AS PER EXAMINATION OF LAND RECORDS JUNE 1955 - SUBJECT TO SURVEY

LIBER 113 PAGE 42

M. HELEN McGUINESS LOPEZ et al	:	IN
	:	THE CIRCUIT COURT
vs.	:	FOR
KATHRYN GERAHTY HARRISON and CHARLES E. HARRISON, JR., her husband	:	ANNE ARUNDEL COUNTY
	:	NO. 12,246 EQUITY

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

TESTIMONY ON BEHALF OF PLAINTIFFS

October 22, 1957

Present:

Mr. O. Bowie Duckett, Solicitor for Plaintiffs

Mr. Malcolm B. Smith, Court Examiner

Mrs. Shirley M. Miller, Court Stenographer

Witness:

Mr. Vinton T. Bull, pages 2 - 4

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1957 OCT 23 PM 2:24

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

(Mr. Duckett)

1. Mr. Bull, give your full name and address.

A. Vinton T. Bull, Selby-on-the-Bay, Edgewater, Maryland.

2. What position do you hold with the County Government?

A. Assistant Supervisor of Assessments.

3. Mr. Bull, the property involved in this case consists of Lots, 5, 7, 11, 12, 13, 17, 18, 19, 20, and 22 known as the Gerahty. Are you acquainted with that property?

A. Yes, sir, through assessments.

4. Can you tell us generally what type of property it is up in that location?

A. Well, in this particular area property values are not too great. I would say that this property value that has been shown by Mr. Thomas is certainly a very fair one and certainly reasonable.

5. Do you think it is a little liberal estimate that he made?

A. I would say it would be very liberal.

6. His appraisal I believe, was $1825.00?

A. That is correct.

7. Is this what you would call generally cheap property?

A. I would say generally cheap.

8. Now, the pleadings show that there are twenty one heirs in this case. Would it be possible to partition or divide that property without loss or injury?

A. I would say that it wouldn't be the best thing to do

to divide the property.

9. With the large number of heirs, it would practically be impossible because the lots would be too small, isn't that correct?

A. That is right.

10. So you feel that it would be to the advantage of all concerned that this property be sold?

A. I would say so, yes, sir. in it's entirety.

(Mr. Smith)

1. The value that you place on the property was for all the individual lots taken together?

A. That is right.

2. $1825.00?

A. That is right.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer... No. .....

Signature... Vinton T. Bull .....

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

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

Witness my hand and seal this 21 day of October, 1957

Malcolm B. Smith (SEAL)
Malcolm B. Smith Examiner

M.S. $10.00
S.M. $ 5.00 paid

M. HELEN McGUINESS LOPEZ, et al	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
Vs:	*	ANNE ARUNDEL COUNTY
KATHRYN GERAHTY HARRISON, Jr., and CHARLES E. HARRISON, her husband	*	IN
Defendants	*	EQUITY NO. 12,246
	*	
	*	

****

D E C R E E

The above cause standing ready for hearing and being submitted, the Petition, Answer and all other proceedings were by the Court read and considered. It is thereupon, this 4th day of ~~October~~ November, 1957, by the Circuit Court for Anne Arundel County, sitting in Equity:

ADJUDGED, ORDERED and DECREED, that the real property mentioned in these proceedings be sold; that Charles C. Wallace and O. Bowie Duckett be and they are hereby appointed Trustees to make 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 to be approved by the Clerk of this Court in the penalty of Two 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 sale of the said property at either public or private sale; if at public sale, they shall give at least three weeks notice by advertisement 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 shall be for cash; or the said Trustees may report to this Court for approval any offer or offers which they may receive for private sale, which to them may seem reasonable, but for not less than the appraised value as shown in the testimony and as soon as may be convenient after such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale or sales, with

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an annexed affidavit of the truth thereof and of the fairness of said sale. On obtaining the Court's ratification of the sale and on 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 unto the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sole, free, clear and discharged from all claim of the parties hereto, Complainants and Defendants, and those claiming by, from or under them or either of them. And the said Trustees shall bring into this Court the moneys arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Matthew Evans

Judge

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M. HELEN McGUINESS LOPEZ, et al	:	IN THE
PLAINTIFFS	:	CIRCUIT COURT
VS.	:	FOR
KATHRYN GERAHTY HARRISON, et al	:	ANNE ARUNDEL COUNTY
DEFENDANTS	:	NO. 12,246 EQUITY

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

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles C. Wallace and O. Bowie Duckett, Trustees, respectfully represents:

1. That by Decree of this Honorable Court dated November 4, 1957, your Petitioners were authorized to sell the real property mentioned in these proceedings at either public or private sale, but if at private sale, for not less than the appraised value, as shown in the testimony.

2. That certain property was appraised in these proceedings at One Thousand Eight Hundred Twenty Five Dollars ($1,825.).

3. That your Trustees have made extensive efforts to sell the property at a price not less than the appraised value but without success. Your Trustees have also considered the question of sale at public auction and because of the small value of the property and the lack of interest in the property, have decided that such an additional expense is unwarranted.

4. That your Petitioners have finally obtained an offer of One Thousand Three Hundred Dollars ($1,300.) for the property from Steven J. Everd, which your Trustees have agreed to accept, subject to the approval of this Court.

WHEREFORE, your Petitioners pray that the Decree of this Court dated November 4, 1957, be amended to authorize them to sell said property at private sale at a price which to them may seem reasonable, even though for less than the appraised value.

AND, as in duty bound, etc.

Chas C Wallace
Charles C. Wallace

O Bowie Duckett
O. Bowie Duckett
Trustees

FILED
1958 MAR 19 AM 9:40

AFFIDAVIT

STATE OF MARYLAND
ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 11 day of March, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared O. Bowie Duckett, Trustee, and made oath in due form of law on behalf of Charles C. Wallace, Trustee and himself, that the matters and facts set forth in the aforegoing Petition are true to the best of his information, knowledge and belief.

As witness my hand and notarial seal.

Alice L. Wood
Notary Public

ORDER

UPON the aforegoing Petition and Affidavit, it is this 11 day of March, 1958, ORDERED, ADJUDGED and DECREED that the Decree of this Court dated November 4, 1957 be, and it is hereby, amended, and that the aforesaid Trustees, be, and they are hereby, authorized to sell the property mentioned in the aforegoing proceedings at private sale for a price which to them may seem reasonable and for less than the appraised value.

Matthew J. Evans
JUDGE

Filed 20 March 1958

34

A STOCK COMPANY — ESTABLISHED 1890

LIBER 113 PAGE 50

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

LIBER 9 PAGE 262

No. 12,246 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles C. Wallace and O. Bowie Duckett

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 Two thousand 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 25th day of March in the year of our Lord 1958

Whereas, the above bounden Charles C. Wallace and O. Bowie Duckett were appointed Trustees by a decree of the Circuit Court for Anne Arundel County, sitting in Equity in the case of Lopez, et al, Plaintiffs vs. Harrison, et al, Defendants, No. 12,246 Equity, bearing date the 4th day of November, 1957 and recorded among the mortgage records of in Liber No. Folio and to make sale of certain real estate in the proceedings in said cause mentioned

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Charles C. Wallace and O. Bowie Duckett do and shall well and truly 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

Court of Equity

and shall abide by and fulfill any order or decree that may be made by any

and of the 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 Charles C. Wallace and O. Bowie Duckett has hereto set their hands and seals 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:

Marion D. Bonne

Charles C. Wallace (SEAL)
Charles C. Wallace

O. Bowie Duckett (SEAL)
O. Bowie Duckett

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Alice L. Wood

By Clare Green Duckett
Clare Green Duckett *Attorney-in-Fact*

As to Surety

MD3228a—500, 1-51 *129351*
Mortgagee's or Attorney's Bond

FILED

1958 MAR 29 AM 11:20

Bond approved this 25th day of March 1958
Robert F. Cromwell Clerk

M. HELEN McGUINESS LOPEZ, et al	:	IN THE
Plaintiff	:	CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
KATHRYN GERAHTY HARRISON, et al	:	
Defendants	:	NO. 12,246 EQUITY
	:	

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Charles C. Wallace and O. Bowie Duckett, Trustees, appointed by a Decree of this Court passed in the above entitled cause on November 4, 1957, respectfully shows, that after giving bond with security for the faithful discharge of their trust, your Trustees report as follows:

1. That the real estate involved in these proceedings consist of ten (10) irregular, unimproved small lots without utilities at Green Haven in Anne Arundel County; that said property was appraised in these proceedings at One Thousand Eight Hundred Twenty Five Dollars ($1,825.) and the Court by its amended Decree of March 19, 1958 authorized the property to be sold at private sale for a price which to your Trustees may seem reasonable and for less than the appraised value.

2. That your Trustees have made extensive efforts to sell the property at a price not less than the appraised value, but without success. Your Trustees have also considered the question of sale at public auction but because of the small value of the property and the lack of interest in the property, have decided that such an additional expense is unwarranted.

3. That your Petitioners have finally obtained an offer of One Thousand Three Hundred Dollars ($1,300.) for the property from Steven J. Everd, which your Trustees have agreed to accept, subject to the approval of this Court, the same being the highest offer they could obtain for said property, the terms of said sale being cash.

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The price of One Thousand Three Hundred Dollars obtained for said property is fair and reasonable and the ratification of said sale as made is recommended.

Charles C. Wallace

Charles C. Wallace

O. Bowie Duckett

O. Bowie Duckett

AFFIDAVIT

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 of Maryland, in and for the County aforesaid, personally appeared O. Bowie Duckett, Trustee, and he made oath in due form of law on behalf of Charles C. Wallace, Trustee and himself, that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his information, 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.

Alice L. Wood

Notary Public

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LIBER 113 PAGE 53

ORDER NISI

M. HELEN McGUINESS LOPEZ, et al

versus

KATHRYN GERAHTY HARRISON, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,246 Equity

Ordered, this 29 day of March, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by Charles C. Wallace and O. Bowie Duckett, Trustees,

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

The report states that the amount of sales was $ 1,300.00

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Edgar T. Cromwell, Clerk.

True Copy,

TEST: , Clerk.

(Final Order)

M. HELEN McGUINESS LOPEZ, et al

versus

KATHRYN GERAHTY HARRISON, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of May, 19 58 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.

Matthew S. Evans
Judge

FILED
1958 MAY -7 AM 9:27

36

LIBER 113 PAGE 54 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. 12,246 Equity

M. HELEN McGUINESS LOPEZ, et al
versus
KATHRYN GERAHTY HARRISON, et al

Ordered, this 29th day of March, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Charles C. Wallace and O. Bowie Duckett, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of May next.

The report states that the amount of sale was $1,300.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 29, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,246

Kathryn Gerahty Harrison

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of May, 1958. The first insertion being made the 3rd day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
No. M. G. 1517
1958 APR 30 PM 12:06

31

M. HELEN McGUINESS LOPEZ, et al	:	IN THE
PLAINTIFFS		CIRCUIT COURT
VS.	:	FOR
KATHRYN GERAHTY HARRISON, et al		ANNE ARUNDEL COUNTY
DEFENDANTS	:	NO. 12, 246 EQUITY

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

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of O. Bowie Duckett, Trustee, respectfully represents:

1. That in the Report of Sale reported herein on March 28, 1958, a private sale was reported to Steven J. Everd for One Thousand Three Hundred Dollars ($1,300.), which sale was finally ratified by this Court on May 7, 1958.

2. That your Trustees are now advised that the said Steven J. Everd purchased said property on behalf of himself and his wife, Margaret Everd.

WHEREFORE, your Petitioner prays that said Final Order of Ratification be amended to include the said Margaret Everd as joint purchaser with her husband, Steven J. Everd.

AND, AS IN DUTY BOUND, ETC.

O. Bowie Duckett

O. Bowie Duckett, Trustee

AFFIDAVIT

STATE OF MARYLAND,
ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 3rd day of June, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared O. Bowie Duckett, Trustee, and he made oath in due form of law on behalf of Charles C. Wallace, Trustee and himself, that the matters and facts set forth in the aforegoing Petition are true to the best of his information, knowledge and belief.

As witness my hand and notarial seal.

Alice L. Wood

Notary Public

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1958 JUN -3 PM 2:54

40

LIBER 113 PAGE 56

ORDER OF COURT

UPON THE AFOREGOING Petition and Affidavit, it is this 4th day of June, 1958, by the Circuit Court for Anne Arundel County, adjudged, Ordered and Decreed that the Final Order of Ratification of Sale in the above entitled case be, and the same is hereby, amended to include as joint purchaser, Margaret Everd, together with her husband, Steven J. Everd, and the Trustees in this proceeding are hereby authorized to convey the property herein mentioned to Steven J. Everd and Margaret Everd, his wife.

Benjamin Michaelson
JUDGE

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1958 JUN -4 PM 3:23

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In the Case of

M. Helen McGuiness Lopez,
et al

vs.

Kathryn Gerahty Harrison,
et al

In the

Circuit Court

For

Anne Arundel County

No. 12,246 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 12, 1958

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

FILED

1958 JUL 21 PM 3:29

42

In the Case of

Dr. in ac.

M. Helen McGuiness Lopez, et al vs. Kathryn Gerahty Harrison, et al

To Trustees for Commissions, viz:	69	50		
To Trustees for Fee (Order 6/10/58), viz:	200	00	269	50
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	67	00		
John G. Rouse, Jr. - Examiner's fee	10	00		
Malcolm B. Smith - Examiner's fee	10	00		
Irene Hazel - stenographer's fee	11	00		
Shirley Miller - stenographer's fee	5	00		
Auditor - stating this account	36	00	159	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Deposit Co. of Md. - bond premium	10	00		
Clerk of Court - certified copy of deed	3	00		
Charles C. Wallace - traveling expenses advanced for witnesses	5	75		
Alice L. Wood - notary fees	1	00		
Carl S. Thomas - appraisal and testimony	10	00		
Vinton T. Bull - appraisal and testimony	10	00	53	75
To Trustees for Taxes, viz:				
Register of Wills of Baltimore City -f collateral inheritance tax on interest of Sarah A. Gerahty (appraised value $65.00) and interest todate	4	95	4	95
BALANCE FOR DISTRIBUTION - $812.80				
Distributed to the heirs at law of James E. Gerahty, who died, intestate, 5/31/30, viz:				
A. To the heirs at law of Mary E. G. McGuiness, sister, who died 4/31/51, as follows:				
1. M. Helen McGuiness Lopez, daughter - one-twelfth	67	73		
2. Mildred E. McGuiness Delclos, daughter - one-twelfth	67	73		
3. Margaret E. McGuiness Mix, daughter - one-twelfth	67	73		

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, Mortgagor
Plaintiff

vs.

ROBERT C. MENYHERT and CHRISTINE H. MENYHERT, his wife Mortgagors,
Defendants

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
IN EQUITY
No. 12,684

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John Hancock Mutual Life Insurance Company, a body corporate of the Commonwealth of Massachusetts, by John J. Neubauer, its Attorney, respectfully represents unto your Honor:

1. That by purchase money mortgage dated September 26, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 968, folio 576, Robert C. Menyhert and Christine H. Menyhert, his wife, did grant and convey by way of mortgage unto John Hancock Mutual Life Insurance Company all that lot or parcel of ground, together with the improvements thereon, known as No. 304 Ninth Avenue, Glen Burnie, Anne Arundel County, Maryland, as will more fully appear from the original mortgage filed herewith and prayed to be taken as a part hereof and marked "Petitioner's Exhibit #1".

2. That Robert C. Menyhert and Christine H. Menyhert, his wife, purchased the property described in the aforesaid mortgage from Monumental Homes Corporation on September 26, 1955 for the sum of Ten Thousand, Seven Hundred and Fifty and 00/100 Dollars ($10,750.00), and the mortgage made to your Petitioner was for the full amount of the purchase price. That the present balance now overdue and unpaid on the aforesaid mortgage is Ten Thousand, Three Hundred Seventy-eight and 88/100 Dollars ($10,378.88) with interest from November 1, 1957, and default has occurred for non-payment of principal, interest and monthly expense payment to cover taxes, ground rent and hazard insurance premiums for the months of December 1, 1957, January 1st, February 1st, March 1st, April 1st and May 1st, 1958.

3. That the property has been vacant for the past several months and is now subject to unusual wear and tear and depreciation, as it apparently has been abandoned and no effort is being made to protect and preserve the property.

FILED
1958 MAY 29 AM 9:56

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

4. That Robert C. Menyhert was a Master Sergeant in the United States Army, stationed at Camp Meade, Maryland, at the time the mortgage was made but that he moved out of the premises sometime in the early part of the year 1957 and the property was rented by him through the efforts of A.L. Stromberg Company, Realtors, and for a few months after Robert C. Menyhert vacated the premises payments were made on account of the mortgage indebtedness by checks received from him, sent from Tucson, Arizona. Further, that after default in payment of the monthly installments due under the said mortgage, notices of such default were sent to Robert C. Menyhert and wife, directed to Tucson, Arizona, but said notices were returned and information was furnished to your Petitioner that the said Robert C. Menyhert and wife had moved to Jackson, Mississippi, and was receiving mail at that location, c/o General Delivery. Thereafter, notices of default under said mortgage and intention to foreclose were sent to Jackson, Mississippi, c/o General Delivery, addressed to the attention of Robert C. Menyhert and wife, but these notices were also returned without further information as to a mailing address as to the said Robert C. Menyhert and wife.

5. That the mortgage filed in these proceedings has been guaranteed by Veterans Administration and your Petitioner is advised that the Baltimore Office of Veterans Administration communicated with the Personnel Department at Camp Meade, Maryland, in an effort to locate the whereabouts of the said Robert C. Menyhert and wife, but that Camp Meade Officers notified the Baltimore Office of Veterans Administration that they were unable to furnish any information as to the whereabouts of the said Robert C. Menyhert. That subsequent to this information, the Baltimore Office of Veterans Administration communicated with the Department of the Army in Washington, D.C., in an effort to locate the said Robert C. Menyhert but no information as to his whereabouts has been furnished by the Department of the Army.

6. That your Petitioner believes there is no equity in this property available to the said Robert C. Menyhert and wife, as the accruing interest, taxes and hazard insurance premiums will equal, if not exceed, the difference between the present principal mortgage balance and the purchase price paid in 1955 by the said Robert C. Menyhert and wife for the property.

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

4. Heirs at law of John J. McGuiness, son, who died 12/29/55, viz:			
I. Clara R. McGuiness, widow - one-sixtieth	13	55	
II. John T. McGuiness, son - one-forty-fifth	18	06	
III. Ronald McGuiness, son - one-forty-fifth (infant)	18	06	
IV. Karen McGuiness, daughter - one-forty-fifth (infant)	18	06	
B. To the heirs at law of Francis Gerahty, Sr., brother, who died 1/13/52, viz:			
1. Kathryn Gerahty, widow - one-fifteenth	54	19	
2. Howard Gerahty, son - four-forty-fifths	72	24	
3. Francis Gerahty, Jr., son - four-forty-fifths	72	25	
4. Kathryn G. Harrison, daughter - four-forty-fifths	72	25	
C. To the heirs at law of Henry Gerahty, brother, who died 12/30/52, viz:			
1. Nettie May Gerahty, widow - one-fifteenth	54	19	
2. M. Elizabeth Gerahty Allan, daughter - two-fifteenths	108	38	
3. Dorothy G. Engel, daughter - two-fifteenths	108	38	812 80
			1,300 00

with Charles C. Wallace and O. Bowie Duckett, Trustees Cr.

1958				
June	5	Proceeds of Private Sale	1,300 00	1,300 00
				1,300 00

ORDER NISI LIBER 113 PAGE 61

M. Helen McGuiness Lopez,
et al

VERSUS

Kathryn Gerahty Harrison,
et al

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1958 JUL 21 PM 3:29

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,246 Equity.

ORDERED, This 21 day of July 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 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.

Matthew S. Evans
Judge

45

FILED
1958 AUG 26 PM 2:39

LIBER 113 PAGE 62 OFFIC OF

Maryland Gazette

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 12246

Kathryn Gerahty Harrison

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.

By Mary Yates

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,246 Equity

M. HELEN McGUINESS LOPEZ, et al
VERSUS
KATHRYN GERAHTY HARRISON, et al

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

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No. M. C. 3612

46

7. That your Petitioner does not know and is unable to ascertain if the said Robert C. Menyhert is in fact a member of the Armed Forces at this time.

8. That in order to preserve the mortgaged premises and to protect Veterans Administration under its guarantee of the mortgage held by your Petitioner, it will be to the best interest of the said Robert C. Menyhert and wife, Veterans Administration and your Petitioner that the aforesaid mortgage be foreclosed so as to avoid any further depreciation and wear and tear of the premises and to prevent any greater loss by way of a deficiency that may result from sale of the mortgaged premises.

WHEREFORE, your Petitioner prays this Honorable Court to sign a decree authorizing sale of the mortgaged premises in the manner as provided in the above mentioned mortgage.

John J. Neubauer, Attorney for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 2nd 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, personally appeared, J. FRANK DUKE, Treasurer of W. Burton Guy & Co., Inc., acting as agent for John Hancock Mutual Life Insurance Company, the above mentioned Petitioner, and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

AS WITNESS, my hand and notarial seal, the day and year last above written.

Notary Public

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

3

LIBER 113 PAGE 66

ORDER OF COURT

Upon the aforegoing Petition and Affidavit, it is ORDERED, this 29th day of May, 1958, by the Circuit Court for Anne Arundel County, that John Hancock Mutual Life Insurance Company, Mortgagee as aforesaid, be and it is hereby authorized and permitted to proceed with foreclosure of the mortgage made by Robert C. Menyhert and Christine H. Menyhert, his wife, dated September 26, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 968, folio 576.

Matthew S. Evans
Judge

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

Filed 29/may/1958

VA Form 4-6318 (Home Loan), Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 113 PAGE 67

LIBER 968 PAGE 576

MARYLAND

No. 12,684 Equity

MORTGAGE

PURCHASE MONEY

THIS MORTGAGE, made this 26th day of September, A. D. 1955, by and between ROBERT C. MENYHERT and CHRISTINE H. MENYHERT, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,

a corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~[illegible]~~,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ten Thousand Seven Hundred Fifty and 00/100---------- Dollars ($ 10,750.00), 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 John Hancock Mutual Life Insurance Company, in Boston, Massachusetts ~~Maryland~~, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-Four and 50/100---------- Dollars ($54.50), commencing on the first day of November, 1955, 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, 1985. 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 304 in Block E as shown on the Plat of Munroe Gardens, Section No. 2, which said Plat was formerly recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 7, now recorded in Plat Book 24, Folio 28. The improvements thereon being known as No. 304 Ninth Avenue.

BEING the same lot of ground in a Deed of even date herewith recorded or 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, unto the Mortgagors herein.

John Hancock Mutual Life Insurance Company,

vs

Robert C. Menyhert and
Christine H. Menyhert

In the

Circuit Court of

Anne Arundel County

In equity

Petitioner No. 1 Exhibit

FILED

1958 MAY 29 AM 9:56

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

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LIBER 113 PAGE 68

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 consititute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

* Royal Rose, Model 054, DeLuxe Gas Range &
Frigidaire Model WV-34 DeLuxe Washing Machine.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **subject to an annual ground rent of $108.00 payable on the first days of January and July in each and every year.**

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

16—40890-8

765

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 sixty (60) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or John J. Neubauer, 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

16—49890-6

LIBER 113 PAGE 69

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 110.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness: William G. Kearney — WILLIAM G. KEARNEY

Robert C. Menyhert [SEAL]
ROBERT C. MENYHERT

Christine H. Menyhert [SEAL]
CHRISTINE H. MENYHERT

[SEAL]

[SEAL]

LIBER 113 PAGE 70

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 968 PAGE 580

I HEREBY CERTIFY, That on this 26th day of September, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Robert C. Menyhert and Christine H. Menyhert, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Dorothy Giarth 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.

William G. Kearney — WILLIAM G. KEARNEY, Notary Public

Rec'd for record Sept. 30, 1955, at 2:00 P.M.
Per George T. Cromwell, Clerk.
Mailed to The Monumental Title Co,

STATE OF MARYLAND
422954

Mortgage

FROM
ROBERT C. MENYHERT AND
CHRISTINE H. MENYHERT, HIS WIFE
TO
JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

Received for Record Sept. 30, 1955 at 2:00 o'clock P. M.
Same day recorded in Liber 968 Folio 580 &c.,
one of the Land Records of Balto. City
and examined per
GEORGE T. CROMWELL, Clerk.
Cost of Record, $ 14.50

THE MONUMENTAL TITLE COMPANY
210 N. CALVERT STREET
BALTIMORE 2, MARYLAND

CHATTEL INDEX A.M.

LIBER 113 PAGE 71

Decree in Circuit Court for ~~Baltimore County~~ ANNE ARUNDEL COUNTY

DOCKET_____ FOLIO_____

CASE NO. 12,687

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
Boston, Massachusetts

Plaintiff

Vs.

ROBERT C. MENYHERT and
CHRISTINE H. MENYHERT, his wife

Defendants

FILED

IN THE

CIRCUIT COURT

FOR

~~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 29th day of May in the year nineteen hundred and fifty-eight by the Circuit Court of ~~Baltimore~~ Anne Arundel 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; that John J. Neubauer and Robert J. Neubauer 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 $11,000.00 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 weekly 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 all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their 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 MAY 29 PM 2:48

Matthew S. Brown

Judge

9

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 113 PAGE 72

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 9 PAGE 324

No 12,654 Equity

John Hancock Mutual Life Insurance Company, Boston, Mass.

versus

Robert C. Menyhert & Christine H. Menyhert, his wife

BOND OF TRUSTEE TO SELL Real Estate

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 Eleven Thousand and 00/100 - Dollars ($ 11,000.00) 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 2nd day of June 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 have been appointed trustees to sell Real Estate mentioned in the proceedings in the case of

John Hancock Mutual Life Insurance Company, Boston, Mass.

versus

Robert C. Menyhert & Christine H. Menyhert, 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. Siggart (SEAL)
Marie C. Siggart

John J. Neubauer (SEAL)
John J. Neubauer

Robert J. Neubauer (SEAL)
Robert J. Neubauer

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

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

FILED

1958 JUN -4 AM 10:06

Approved this 4 June, 1958
George J. Cromwell, Clerk

10

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY :
Boston, Massachusetts
Plaintiff

vs. : IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

ROBERT C. MENYHERT and : Case No. 12689
CHRISTINE H. MENYHERT, his wife
Defendants

:

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of John Hancock Mutual Life Insurance Company, Boston, Massachusetts, under the mortgage from Robert C. Menyhert and Christine H. Menyhert, his wife, to John Hancock Mutual Life Insurance Company, a body corporate of the Commonwealth of Massachusetts, dated September 26, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 968, folio 576.

Principal amount of mortgage	$ 10,750.00
Less payments made on account	371.12
Balance on principal	$ 10,378.88
LESS: Credit in expense account	67.38
Net balance on account of principal	$ 10,311.50
PLUS: Advance for 1958 taxes	153.03
	$ 10,464.53
Interest to June 27, 1958	306.18
Balance due on principal and interest	$ 10,617.68

Daily interest is $ 1.30

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

BY: R. B. Miner
R. B. Miner
Vice President

COMMONWEALTH OF MASSACHUSETTS, ~~CITY OF BOSTON~~ COUNTY OF SUFFOLK, to wit:

I HEREBY CERTIFY, that on this 18th day of June, in the year one thousand, nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the Commonwealth of Massachusetts, ~~in and for the City of Boston~~, personally appeared R. B. Miner, one of the Vice Presidents of JOHN HANCOCK MUTUAL 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.

FILED

1958 JUN 24 AM 10:22

Ethel M. Loberg
Ethel M. Loberg Notary Public

My commission expires: ~~May 6, 1961~~ May 27, 1961

11

cf

LIBER 113 PAGE 74

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY,
Boston, Massachusetts

VS. Plaintiff

ROBERT C. MENYHERT and
CHRISTINE H. MENYHERT, his wife
Defendants

CASE No. 12689

—IN THE—

CIRCUIT COURT

—FOR—

[redacted]
ANNE ARUNDEL COUNTY, IN EQUITY

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR Anne Arundel **COUNTY:**

The Report of Sale of John J. Neubauer and Robert J. Neubauer Trustees appointed by the decree in the above entitled cause to make sale of leasehold property, known as No. 304 Ninth Avenue, Munroe Gardens, Anne Arundel County, Md., 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 County, for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Friday the 27th day of June, 1958, at 3:00 o'clock, P. M., attend on the premises and then and there sold the leasehold property to John Hancock Mutual Life Insurance Company, Boston, Mass., 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 One Hundred and Eight and 00/100 Dollars ($108.00), payable in equal semi-annual installments on the first days of January and July, in each and every year.

John J. Neubauer - Trustee

Robert J. Neubauer - Trustee.

State of Maryland, [redacted] CITY OF BALTIMORE, to wit:

I Hereby Certify, that on this 27th day June, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared JOHN J. NEUBAUER and ROBERT J. NEUBAUER Trustees and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS, my hand and notarial seal.

Notary Public

FILED
1958 JUN 28 AM 9:39

12

ORDER NISI

LIBER 113 PAGE 75

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY.

versus

ROBERT C. MENYHERT and CHRISTINE H. MENYHERT, his wife.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,689 Equity

Ordered, this 28th day of June, 19 58, 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 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 ~~xxxxxx~~ was $8,000.00

George T. Cromwell Clerk.

True Copy,

FILED JUN 28 AM 9:39

TEST: Clerk.

(Final Order)

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

versus

ROBERT C. MENYHERT and CHRISTINE H. MENYHERT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of August, 19 58, 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

1958 AUG -7 AM 11:10

13

JOHN J. NEUBAUER
Solicitor
Keyser Building.
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD DWELLING PROPERTY

KNOWN AS NO. 304 NINTH AVENUE, MUNROE GARDENS, GLEN BURNIE, ANNE ARUNDEL COUNTY, STATE OF MARYLAND.

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "John Hancock Mutual Life Insurance Company vs. Robert C. Mcnyhert and Christine H. Mcnyhert, his wife," the undersigned Trustees will sell at public auction on the premises the leasehold property above described on

Fri., June 27, 1958 at 3:00 o'clock P.M.

All that piece or parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

Being known and designated as Lot 304 in Block E as shown on the plat of Munroe Gardens, Section Nu. 2, which said plat was formerly recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, now recorded in Plat Book 24, folio 28.

The lot has a frontage of approximately 65 feet on Ninth Avenues with a depth of approximately 110 feet.

The improvements thereon being known as No. 304 Ninth Avenue.

Subject to the payment of an annual ground rent of one hundred and eight dollars ($108.00), payable half-yearly, on the 1st days of January and July, in each and every year.

Subject, also, to a public utility agreement recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 833, folio 388, relating to poles, wires, etc.

The improvements consist of a frame cottage, containing six rooms and bath, with water, sewer sewer, gas and electricity, with forced warm-air heat, gas fired.

Taxes, ground rent and Anne Arundel County Sanitary charges, water rent and other municipal liens to be adjusted to 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
Le 9-3212

E. T. NEWELL & CO., INC.,
122 W. North Avenue
Baltimore City, Maryland
Auctioneers. Ju-26

LIBER 113 PAGE 76 OFFICE OF

Maryland Gazette

Published by

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

Trustee's Sale

12.689

Robert C. Mcnyhert.

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 1958 Jul. 9 P.M. 3:23

LIBER 113 PAGE 77 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,689 Equity

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
versus
ROBERT C. MENYHERT and CHRISTINE IL MENYHERT, his wife.

Ordered, this 28th day of June, 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 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 $8,000.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

Jy-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 5, 1958

We hereby certify, that the annexed

Order Nisi. Eq. 12,689

Sale

Robert C. Menyhert

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. G. _____ 1958 AUG -6 PM 3:38 By H. Tilghman

15

LIBER 113 PAGE 78

In the Case of

John Hancock Mutual Life Insurance Company

vs.

Robert C. Menyhert

and

Christine H. Menyhert, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,689 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 K. Fahlbusch
Auditor

August 14, 1958

FILED.
1958 AUG 20 AM 10:40

Dr. in ac.

John Hancock Mutual Life Insurance Company vs. Robert C. Menyhert and Christine H. Menyhert, his wife

To Trustees for Fee, viz:	110	00		
To Trustees for Commissions, viz:	271	69	381	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	52	52		
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	44	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Clerk of Court - recording order to enter case to use of VA	1	25		
Federal Liens - judgment report	3	00		
Notary fees	1	00	162	07
To Trustees for Ground Rent, viz:				
Annual ground rent of $108.00 from 1/1/58 to 6/27/58 -5 months 27 days	53	10	53	10
To John Hancock Mutual Life Insurance Co., mortgagee - this balance on account mortgage claim	7,497	69	7,497	69
			8,150	55
Amount of mortgage claim filed	10,617	68		
Cr. Amount allowed above	7,497	69		
Balance subject to decree in personam	3,119	99		

17

with

John J. Neubauer and Robert J. Neubauer, Trustees

				Cr.
1958				
June	27	Proceeds of Sale	8,000 00	
		Interest on deferred payment of $7,500.00 - 1 month 15 days	56 25	8,056 25
		Refund 1958 State and County taxes- 6 months 3 days	77 78	
		Refund 1958 water and sewer benefit charges - 6 months 3 days	16 52	94 30
				8,150 55

LIBER 113 PAGE 81

ORDER NISI

John Hancock Mutual Life Insurance Company

VERSUS

Robert C. Menyhert

and

Christine H. Menyhert, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,689 Equity.

1958 AUG 20 AM 10:40 FILED

ORDERED, This 20th day of August, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29th 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 29th day of September next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th day of September, 19 58, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 SEP 30 PM 3:35

Benjamin H. Richardson

Judge

LIBER 113 PAGE 82 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. 12,689 Equity

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
Versus
ROBERT C. MENYHERT and CHRISTINE H. MENYHERT, his wife

Ordered, this 20th 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 29th 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 29th day of September next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 25, 1958

We hereby certify, that the annexed Order Nisi Eq. 12,689 Auditor account Robert C. Menyhert 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 29th day of September, 1958. The first insertion being made the 28th day of August, 1958

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 45 1958 SEP 25 PM 1:21

By H. Tilghman

20

LIBER 113 PAGE 83

IN THE MATTER OF THE		IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF		FOR
REBECCA DENNIS SHAW and		ANNE ARUNDEL COUNTY
SUSIE SIMMS		NO. 12,041 EQUITY

Mr. Clerk:

Please docket the within suit, record assignment of mortgage, file Statement of Claim, approve and file bond.

LeRoy Bald.

LeRoy Bald, Attorney - Assignee
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 3-2181

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1957 FEB 27 AM 10:51

MORTGAGE FEE—CITY OR COUNTY—For 16.

No. 12,041 Equity.

LIBER 113 PAGE 84

LIBER 993 PAGE 18

THIS MORTGAGE, Made this 5th day of January,

in the year nineteen hundred and fifty-six by and between REBECCA DENNIS SHAW, widow, and SUSIE SIMMS, widow,

Mortgagors of the City of Annapolis in the State of Maryland, of the first part, and

WILLIAM B. CLATANOFF and REBECCA CLATANOFF, his wife Mortgagees, of the second part:

Whereas, the parties of the first part are justly indebted to the parties of the second part in the full sum of Twenty-Two Hundred Fifty Dollars ($2,250.00) for the balance of the purchase money due on the purchase of the hereinafter described property as evidenced by their certain promissory note in the amount of Twenty-Two Hundred Fifty Dollars ($2,250.00), which note bears interest at the rate of Six Per Cent (6%) per annum and payable in monthly installments of not less than Thirty Dollars ($30.00) per month on the 6th day of each and every month, with the privilege of making larger payments in any amount, until paid; each installment when so paid to be applied first to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said parties of the first part do grant and convey unto the parties of the second part as tenants by the entireties, to the survivor of them, his her or their

~~do grant and convey unto~~

heirs and assigns,

in fee simple, all that lot or parcel of ground situate and lying in the City of Annapolis, 6th Elec. Dist., County aforesaid, and described as follows, to wit:—Beginning for the same where the party wall between No. 24 and No. 26 College Avenue intersects the northwest side of College Avenue, said point being where the northeast line of the conveyance from Ferdinand Freytag to Robert L. Werntz, by deed dated November 26, 1889 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 36, folio 59, intersects the northwest side of College Avenue and running from said point of beginning with the northwest side of said avenue, S 45° 55' W, 14.4 feet to a pipe; thence leaving College Avenue, N 44° 30' W, 61.89 feet to a point in a fence line in the rear of No. 262 King George Street; thence with the rear line of said King George Street property, N 23° 24' E, 11.7 feet more or less, to the southwest side of an outbuilding on the herein described property ; thence to include said outbuilding, N 44° 30' W, 2.5 feet and N 45° 30' E, 4.5 feet to intersect the above mentioned northeast line of the conveyance from Freytag to Werntz; thence with the same and with the above mentioned party wall S 44° 11' E, 69 feet to the point of beginning.

BEING No. 26 College Avenue in the City of Annapolis and being also the thirdly described property in a deed dated December 1, 1953 and recorded among the aforesaid Land Records in Liber J.H.H. No. 804, folio 318, from Davis S. Jenkins, substituted trustee of Robert L. Werntz, to the said parties of the second part and as surveyed by J. R. McCrone, Jr., Inc. Registered Professional Engineers and Land Surveyors in October, 1951 and described in August of 1953, a plat of which is recorded with the aforementioned deed from Jenkins, trustee, to the said parties of the second part.

FILED

1957 FEB 27 PM 1:17

AND BEING the same property which by deed of even date herewith and recorded among the aforesaid Land Records immediately prior hereto was granted and conveyed to the said parties of the first part by the said parties of the second part.

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 William B. Clatanoff and Rebecca Clatanoff, his wife, as tenants by the entireties, to the survivor of them, his, her, or their heirs and assigns, forever.

Provided, that if the said Rebecca Dennis Shaw, widow, and Susie Simms, widow, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Twenty-Two Hundred Fifty ($2,250.00) - - - - - - - - - - - - - - - - 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 heirs, personal representatives, or assigns, or C. Maurice Weidemeyer duly authorized Attorney or Agent

of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee s 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.

LIBER 113 PAGE 86

And the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, s, personal representatives or assigns, or C. Maurice Weidemeyer their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said part ies of the first part, their heirs, 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 part ies of the first part covenant to pay when legally payable.

And the said partie s 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 Three Thousand ($3,000.00)- - - - - - - - - - - - - - - - - - - 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 Mortgagee s, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness our hands and seal s

TEST:

Basil E. Moore, Jr.

Rebecca Dennis Shaw [SEAL]
Rebecca Dennis Shaw

Susie Simms [SEAL]
Susie Simms

[SEAL]

State of Maryland, Anne Arundel County, ss: LIBER 993 PAGE 21

I Hereby Certify, that on this 5th day of January in the year one thousand nine hundred and fifty-six before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Rebecca Dennis Shaw, widow, and Susie Simms, widow, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their free act. At the same time also appeared William B. Clatanoff and Rebecca Clatanoff, his wife, 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.

BASIL E. MOORE JR. NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Basil E. Moore, Jr. - Notary Public

Rec'd for record Jan 6, 1956, at 8:25 A.M.

Mailed to C. Maurice Weidemeyer

For value received we hereby assign the within mortgage and the debt secured thereby unto LeRoy Bald, Attorney, for purpose of foreclosure.

Witness our hands and seals this 26th day of February, 1957.

TEST:

Margaret B. Hendrix

William B. Clatanoff (SEAL)
William B. Clatanoff

Rebecca Clatanoff (SEAL)
Rebecca Clatanoff

MORTGAGE
FROM

Rebecca Dennis Shaw, widow, and

Susie Simms, widow,

TO

William B. Clatanoff and

Rebecca Clatanoff, his wife

No. 26 College Ave., City of Annapolis, 6th E. D., A. A. Co.
BLOCK NO.

Received for Record 6 JAN, 1956, at 2:25 o'clock P M. Same day recorded in Liber GTC No. 993 Folio 21 &c., LAND Records of A.A. Co.

and examined per GEORGE T. CROMWELL, Clerk.

Cost of Record, $ 2.00 Clerk.

Law Offices
C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland

The Daily Record Company, Baltimore, Md.

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 FEB 27 AM 10:48
& RECORDED IN LIBER GTC
NO. 993 FOLIO 21
GEO. T. CROMWELL, CLERK

001

IN THE MATTER OF THE	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	FOR
REBECCA DENNIS SHAW and	ANNE ARUNDEL COUNTY
SUSIE SIMMS	NO. 12,041 EQUITY

STATEMENT OF CLAIM

PRINCIPAL BALANCE DUE - Mortgage	$2,079.92
INTEREST DUE - 11/6/56	10.40
- 12/6/56	10.45
- 1/6/57	10.50
- 2/6/57	10.55
	$2,121.82

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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 the County aforesaid, personally appeared William B. Clatanoff, Mortgagee in the aforegoing cause, and made oath in due form of law that he keeps the records of account of said mortgage, and according to said records there is due and owing the sum of Two Thousand One Hundred Twenty-one Dollars and Eighty-two Cents ($2,121.82) as of the 26th day of February, 1957, and that the aforegoing account is true.

As witness my hand and Notarial Seal.

Margaret B. Hendrix

Margaret B. Hendrix, Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1957 FEB 27 AM 10:51

LIBER 9 PAGE 24 LIBER 113 PAGE 89

(Mortgagee's or Attorney's Bond)

No. 12,041
Equity

Know all Men by these Presents,

THAT WE LeRoy Bald

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three thousand and 00/100 ($3,000.00) Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 6th day of March in the year nineteen hundred and fifty-seven

WHEREAS, the above bounden LeRoy Bald, Assignee

by virtue of the power contained in a mortgage from Rebecca Dennis Shaw and Susie Simms to William B. Clatanoff and Rebecca Clatanoff bearing date the 5th day of January nineteen hundred and fifty-six and recorded among the land records of Anne Arundel County, Maryland (.....) in Liber GTC No. 993 Folio 18 and being land and improvements known as 26 College Avenue, Annapolis, Anne Arundel County, Maryland

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

Now the Condition of this Obligation is such, that if the above bounden LeRoy Bald

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

Signed, sealed, and delivered in presence of

Harriett V. Dull
Harriett V. Dull

Betty Lee Hall
Betty Lee Hall

LeRoy Bald. [SEAL]
LeRoy Bald

[SEAL]

HARTFORD ACCIDENT AND INDEMNITY COMPANY

[SEAL]

By Joseph D. Lazenby Attorney-in-fact

Bond approved the 8th day of March 1957.

George T. Cromwell Clerk

FILED

1957 MAR -8 AM 9:21

Form J-3101 Printed in U. S. A.

7

LIBER 113 PAGE 90

IN THE MATTER OF THE	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	FOR
REBECCA DENNIS SHAW AND	ANNE ARUNDEL COUNTY
SUSIE SIMMS	NO. 12,041 EQUITY

- - - - - - - - -

Mr. Clerk:

Please file and approve the enclosed new bond in the above-captioned case, and file new statement of claim.

LeRoy Bald

LeRoy Bald, Assignee
CHILDS AND BALD, ATTORNEYS
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 3-2181

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1958 MAY 27 PM 1:46

IN THE MATTER OF THE		IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF		FOR
REBECCA DENNIS SHAW AND		ANNE ARUNDEL COUNTY
SUSIE SIMMS		NO. 12,041 EQUITY

- - - - - - - - - -

STATEMENT OF CLAIM

PRINCIPAL BALANCE DUE - Mortgage	$1,751.45
INTEREST DUE - 4/6/58	8.76
INTEREST DUE - 5/6/58	8.80
INTEREST from 5/6/58 to 5/27/58	5.88
	$1,774.89

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of May, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM B. CLATANOFF, Mortgagee in the aforegoing cause, and made oath in due form of law that he keeps the records of account of said mortgage, and according to said records there is due and owing the sum of One Thousand Seven Hundred Seventy-four Dollars and Eighty-nine Cents ($1,774.89) as of the 27th day of May, 1958, and that the aforegoing account is true.

AS WITNESS my hand and Notarial Seal.

Margaret B. Hendrix

Margaret B. Hendrix, Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1958 MAY 27 PM 1:46

9

Know all Men by these Presents, No 12,041. Equity

LIBER 113 PAGE 92

THAT WE LeRoy Bald

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand and 00/100 ($2,000.00) Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 26th day of May in the year nineteen hundred and fifty-eight

WHEREAS, the above bounden LeRoy Bald

by virtue of the power contained in a mortgage from Rebecca Dennis Shaw and Susie Simms to William B. Clatanoff and Rebecca Clatanoff, his wife bearing date the 5th day of January nineteen hundred and fifty-six and recorded among the land records of Anne Arundel County, Maryland ( ) in Liber GTC No. 993 Folio 18 and being on a dwelling on College Avenue, Annapolis, Anne Arundel County Maryland,

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

Now the Condition of this Obligation is such, that if the above bounden LeRoy Bald

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

Signed, sealed, and delivered in presence of

Eugene M. Schilds

Betty Lee Hanford

Betty Lee Hanford

LeRoy Bald. [SEAL.]

LeRoy Bald

[SEAL.]

HARTFORD ACCIDENT AND INDEMNITY COMPANY,

By Philip Richebourg, Attorney-in-fact [SEAL.]

Bond approved 27. May. 1958
George T. Cromwell
clerk

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1958 MAY 27 PM 1:46

10

LIBER 113 PAGE 93 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 26, 1958

We hereby certify, that the annexed

Assignee's Sale

Rebecca Dennis Shaw

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 26th day of June, 1958. The first insertion being made the 28th day of May, 1958

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUN 26 PM 2:32 By A. Tilghman

CHILDS AND BALD,
ATTORNEYS
192 Duke of Gloucester Street
Annapolis, Maryland

Assignee's Sale

VALUABLE FEE SIMPLE PROPERTY

LOCATED IN ANNAPOLIS, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Rebecca Dennis Shaw and Susie Simms, to William B. Clatanoff and Rebecca Clatanoff, his wife, dated January 5th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 993, Folio 18, and subsequently assigned to LeRoy Bald, Attorney, for foreclosure February 26th, 1957, and filed in Equity proceedings No. 12,041; default having occurred thereunder, the undersigned Assignee will sell at public auction at the Court House door in the City of Annapolis on

Thur., June 26th, 1958, At Eleven o'clock, A.M., E.D.S.T.

All that lot or parcel of land situate, lying and being in the City of Annapolis, Sixth Election District, Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same where the party wall between No. 24 and No. 26 College Avenue intersects the Northwest side of College Avenue, said point being where the Northeast line of the conveyance from Ferdinand Freytag to Robert L. Werntz by deed dated November 26th, 1869, and recorded among the Land Records of Anne Arundel County in Liber S.H. 36, Folio 59, intersects the Northwest side of College Avenue, and running from said point of beginning with the Northwest side of said Avenue South 45° 55' West 14.4 feet to a pipe; thence leaving College Avenue North 44° 30' West 61.89 feet to a point in a fence line in the rear of No. 262 King George Street; thence with the rear line of said King George Street property, North 23° 24' East 11.7 feet, more or less, to the Southwest side of an outbuilding on the herein described property; thence to include said outbuilding North 44° 30' West 2.5 feet and North 45°30' East 4.5 feet to intersect the above mentioned Northeast line of the conveyance from Freytag to Werntz; thence with the same and with the above mentioned party wall South 44° 11' East 69 feet to the point of beginning. Being No. 26 College Avenue in the City of Annapolis, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in October, 1951, and described in August of 1953, a plat of which is recorded with a deed from David S. Jenkins, Substituted Trustee of Robert H. Werntz to William B. Clatanoff and Rebecca Clatanoff, his wife, dated December 1st, 1953, and recorded among the aforesaid Land Records in Liber J.H.H. 804, Folio 318.

BEING the same property conveyed to Rebecca Dennis Shaw and Susie Simms by William B. Clatanoff and Rebecca Clatanoff, his, wife, by deed dated January 5th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 993, Folio 16.

This property is improved by a two-story, frame, metal roof, building containing four rooms.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser on the day of sale and balance to be paid in cash on ratification of sale with interest at six per cent (6%) from date of sale to settlement. Taxes and other public charges will be adjusted to date of sale.

For further details inquire at the office of the undersigned.

LeROY BALD, Assignee
CHILDS AND BALD,
Attorneys
192 Duke of Gloucester Street,
Annapolis, Maryland.

GEORGE W. SCIBLE
Auctioneer.

JU-18

GEORGE W. SCIBLE - Auctioneer

CHILDS AND BALD, ATTORNEYS
192 Duke of Gloucester St.
ANNAPOLIS, MARYLAND

ASSIGNEE'S SALE

OF VALUABLE

Fee Simple Property

LOCATED IN ANNAPOLIS, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Rebecca Dennis Shaw and Susie Simms, to William B. Clatanoff and Rebecca Clatanoff, his wife, dated January 5th, 1956, and recorded among the Land Record of Anne Arundel County in Liber G.T.C. 993, Folio 18, and subsequently assigned to LeRoy Bald, Attorney, for foreclosure February 26th, 1957, and filed in Equity proceedings No. 12,041; default having occurred thereunder, the undersigned Assignee will sell at public auction at the Court House door in the City of Annapolis on

THURSDAY
June 26th, 1958

AT ELEVEN O'CLOCK, A.M., E.D.S.T.

All that lot or parcel of land situate, lying and being in the City of Annapolis, Sixth Election District, Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same where the party wall between No. 24 and No. 26 College Avenue intersects the Northwest side of College Avenue, said point being where the Northeast line of the conveyance from Ferdinand Freytag to Robert L. Werntz by deed dated November 26th, 1889, and recorded among the Land Records

BEING the same property conveyed to Rebecca Dennis Shaw and Susie Simms by William B. Clatanoff and Rebecca Clatanoff, his wife, by deed dated January 5th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 993, Folio 16.

This property is improved by a two-story, frame, metal roof, building containing four rooms.

TERMS OF SALE: A deposit of ten percent (10%) of the purchase price will be required of the purchaser on the day of sale and balance to be paid in cash on ratification of sale with interest at six percent (6%) from date of sale to settlement. Taxes and other public charges will be adjusted to date of sale.

For further details inquire at the office of the undersigned.

LeROY BALD, ASSIGNEE
CHILDS AND BALD, ATTORNEYS
192 Duke of Gloucester Street
Annapolis, Maryland

LIBER 113 PAGE 97

IN THE MATTER OF THE	:	NO. 12,041 EQUITY
MORTGAGED REAL ESTATE	:	IN THE
OF REBECCA DENNIS SHAW	:	CIRCUIT COURT FOR
AND SUSIE SIMMS	:	ANNE ARUNDEL COUNTY

AGREEMENT TO PURCHASE AND AUCTIONEER'S CERTIFICATE

This is to certify that I (we) have purchased at public auction from LeRoy Bald, Assignee, the property described in the within handbill filed in the above entitled case, for the sum of Eighteen Hundred ($1800.00) and I (we) agree to comply with the terms of sale as set forth therein.

As witness our (my) hand and seal this 26th day of June, 1958.

Test: LeRoy Bald

William B. Clatanoff (SEAL)

Rebecca M. Clatanoff (SEAL)

This is to certify that I have this day sold at public auction for LeRoy Bald, Assignee, the property described in the within handbill to Wm B. Clatanoff & Rebecca M. Clatanoff at and for the sum of Eighteen Hundred ($1800.00) #he# being then and there the highest bidder(s) therefor, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 26th day of June, 1958.

George W. Scible (SEAL)

George W. Scible

FILED

1958 JUN 26 PM 2:32

LIBER 113 PAGE 98

IN THE MATTER OF THE	:	NO. 12,041 EQUITY
MORTGAGED REAL ESTATE	:	IN THE
OF REBECCA DENNIS SHAW	:	CIRCUIT COURT FOR
AND SUSIE SIMMS	:	ANNE ARUNDEL COUNTY

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of sale of LeRoy Bald, Assignee of the mortgage filed in these proceedings for the purpose of foreclosure, respectfully shows:

That under and by virtue of the power of sale contained in the mortgage from Rebecca Dennis Shaw and Susie Simms to William B. Clatanoff and Rebecca Clatanoff, his wife, dated January 5, 1956, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 993, folio 18, subsequently assigned to the undersigned for the purpose of foreclosure, and after having given due notice of the time, place and manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Annapolis, Anne Arundel County, Maryland, and after having complied with all other requisites of the law for such cases made and provided, he did offer the property described in these proceedings at public auction, at the Court House door, on Thursday, June 26, 1958, at eleven o'clock A.M., and then and there sold said property to William B. Clatanoff and Rebecca M. Clatanoff, his wife, at and for the sum of Eighteen hundred dollars($1800.00), they being then and there the highest bidders for said property, which is known as No. 26 College Avenue, Annapolis, Maryland, and which is more fully and particularly described in these proceedings.

And said Assignee further reports that he has received from said purchasers a deposit as required by the terms of sale, and an agreement signed by said purchasers to comply with the terms of sale set forth in the handbill filed herewith, together with Auctioneer's certificate thereon, and he further states that said sale was fairly made.

Respectfully submitted.

FILED

1958 JUN 26 PM 2:32

LeRoy Bald

LeRoy Bald, ASSIGNEE

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

17

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 26th day of June, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared LeROY BALD, ASSIGNEE named in the mortgage filed in these proceedings, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true, and that said sale was fairly made.

As witness my hand and seal Notarial.

Virginia Russell

Virginia Russell Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

15

ORDER NISI

LIBER 113 PAGE 100

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF REBECCA DENNIS SHAW AND SUSIE SIMMS

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,041 Equity

Ordered, this 26th day of June, 19 58, That the sale of the Property in these proceedings made and reported by LeRoy Bald, Assignee ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st. 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 1st. day of August next.

The report states that the amount of sales ~~xxxxx~~ was $ 1800.00

George T. Cromwell, Clerk.

True Copy,

FILED 1958 JUN 26 PM 2:32

TEST: ..... Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF REBECCA DENNIS SHAW AND SUSIE SIMMS

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 2d day of August, 1958, that the sale made and reported by the Assignee ~~Trustee~~ aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee ~~Trustee~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, JUDGE

FILED

1958 AUG -2 AM 11:40

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LIBER 113 PAGE 101

OFFICE OF

Evening Capital

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,041 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF REBECCA DENNIS SHAW and SUSIE SIMMS

Ordered, this 26th day of June, 1958; that the sale of the Property in these proceedings mentioned, made and reported by LeRoy Bald, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of August next.

The report states that the amount of sale was $1800.00.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Jy-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1958

We hereby certify, that the annexed

Order Nisi. Sale

Eq. 12,041.

Rebecca Dennis Shaw

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 1st day of August, 1958. The first insertion being made the 30th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 4320 1958 JUL 29 PM 12:49 By A. Tilghman

LIBER 113 PAGE 102

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Rebecca Dennis Shaw
and
Susie Simms

In the

Circuit Court

For

Anne Arundel County

No. 12,041 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.

August 18, 1958

Laura R. Jacklin
Auditor.

FILED

1958 AUG 18 PM 2:13

31

Dr. In the Matter of the Mortgaged Real Estate of Rebecca Davis Shaw and Susie Simms in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	87	39	187	39
To Assignee for Court costs, viz:				
Clerk of Court - final Court costs	2	25		
Auditor - stating this account	13	50	15	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	73	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	14	94		
Hartford Accident & Indemnity Co. - bond premium	10	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Margaret B. Hendrix - notary fee		50		
Virginia Russell - notary fee		50	140	90
To Assignee for Taxes, viz:				
1957 State and County taxes	25	85		
1958 State and County taxes ($24.56) - adjusted - 5 months 26 days	11	94		
1957 Annapolis City taxes	21	09	58	88
To William B. Clatanoff and Rebecca Clatanoff, his wife, mortgagees - this balance on account mortgage claim	1,410	04	1,410	04
			1,812	96
Amount of mortgage claim filed	1,774	89		
Interest on $1,751.45 from 5/27/58 to 6/26/58 - 29 days	8	75		
	1,783	64		
Cr. Amount allowed above	1,410	04		
Balance subject to decree in personam	373	60		

19

with LeRoy Bald, Assignee

			Dr.		Cr.	
1958						
June	26	Proceeds of Sale	1,800	00		
		Interest on deferred payment of $1,620.00 to 8/13/58	12	96	1,812	96
					1,812	96

ORDER NISI

LIBER 113 PAGE 105

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Rebecca Dennis Shaw

and

Susie Simms

No. 12,041 Equity.

FILED 1958 AUG 18 PM 2:13

ORDERED, This 18th day of August, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

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~~ Auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

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1958 SEP 24 AM 9:29

Matthew J. Emerson

Judge

21

LIBER 113 PAGE 106 OFFICE OF

Evening Capital

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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. 12,041 Equity

In the Matter of the Mortgaged Real Estate of
REBECCA DENNIS SHAW
and SUSIE SIMMS

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
S-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 12, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,041
Auditor account

Rebecca Dennis Shaw

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 22nd day of September, 1958. The first insertion being made the 28th day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 SEP 15 PM 3:52

No. M. G. 45-27

By H. Tilghman

22

LIBER 113 PAGE 107

IN THE MATTER OF THE	:	No. 11,947 EQUITY
SALE OF THE	:	IN THE
MORTGAGED REAL ESTATE	:	CIRCUIT COURT
OF	:	FOR
HARRY H.J. MEISEL and	:	ANNE ARUNDEL COUNTY
JOAN E. MEISEL, his wife	:	

. . . . . .

MR. CLERK:

Please docket this suit and file the attached Mortgage from Harry H.J. Meisel and Joan E. Meisel, his wife, to Joseph D. Lazenby , F. Marion Lazenby and Sarah L. Betz, Surviving Trustees for Sarah C. Lazenby, dated August 4, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 314, Folio 108, and record Assignment.

R. Tilghman Brice, III
Attorned named in the mortgage

FILED

1956 NOV 24 AM 11:03

MORTGAGE FEE—COUNTY—34

No 11,947 Equity

PURCHASE MONEY

This Mortgage, Made this - - Fourth - - - - - - - - - - - - - - - - day of August

in the year nineteen hundred and forty-four, by and between HARRY H.J. MEISEL and JOAN E. MEISEL, his wife, -

Mortgagors of Anne Arundel County, - in the State of Maryland, of the first part, and JOSEPH D. LAZENBY, F. MARION LAZENBY, and SARAH L. BETZ, Surviving Trustees for Sarah C. Lazenby, of Anne Arundel County, State of Maryland, - Mortgagees, of the second part.

WHEREAS, the said parties of the first part, Harry H.J. Meisel and Joan E. Meisel, his wife, have purchased the property hereinafter described from Leander L. Lyon and Florence N. Lyon, his wife, at and for the price of $2,700.00, of which the sum of $1,000.00 has been paid in cash and the balance secured by these presents ; and

WHEREAS, the said parties of the first part, Harry H.J. Meisel and Joan E. Meisel, his wife, are justly and bona fide indebted unto the said parties of the second part, Joseph D. Lazenby, F. Marion Lazenby, and Sarah L. Betz, Surviving Trustees for Sarah C. Lazenby, in the full and just sum of ONE THOUSAND SEVEN HUNDRED ($1,700.00) DOLLARS, for the payment whereof, the said parties of the first part have passed to the said parties of the second part their joint and several promissory note of even date herewith, payable Three (3) years after date, with interest thereon at the rate of Six (6%) per cent per annum; to be repaid at the rate of Thirty ($30.00) Dollars per month, including interest; first of said payments shall be due and payable One (1) month from the date hereof; and

WHEREAS, the execution of this mortgage to secure the payment of the said sum of One Thousand Seven Hundred ($1,700.00) Dollars, plus interest thereon, was a condition precedent to said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Harry H. J. Meisel and Joan E. Meisel, his wife, - do - - - grant and convey unto the said Mortgagees, Joseph D. Lazenby, F. Marion Lazenby, and Sarah L. Betz, Surviving Trustees for Sarah C. Lazenby, their successors and assigns, in fee simple, all those - - - - - - - - - - lots - - - or parcels - - - of ground situate and lying in the First Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

Lot No. FOUR HUNDRED FOUR (404) and the West one-half of Lot No. FIVE HUNDRED FIFTY (550) in the Forest Addition to Sylvan Shores, as shown on a plat

FILED 1956 NOV 24 AM 11:04

of the said "Forest Addition to Sylvan Shores," said plat being recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 45.

Being the same property conveyed to the said Harry H. J. Meisel and Joan E. Meisel, his wife, by Leander L. Lyon and Florence N. Lyon, his wife, by Deed dated the 24th day of July, 1944, and intended to be recorded among the Land Records of Anne Arundel County immediately prior to this mortgage.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagees, Joseph D. Lazenby, F. Marion Lazenby, and Sarah L. Betz, Surviving Trustees for Sarah C. Lazenby, their successors, heirs and assigns, forever.

PROVIDED, that if the said Mortgagors, Harry H. J. Meisel and Joan E. Meisel, his wife,

their heirs, personal representative or assigns, shall well and truly pay or cause to be paid the aforesaid sum of One Thousand Seven Hundred ($1,700.00) 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 Mortgagors, Harry H. J. Meisel and Joan E. Meisel, 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 Mortgagors, Harry H. J. Meisel and Joan E. Meisel, 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 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, Joseph D. Lazenby, F. Marion Lazenby, and Sarah L. Betz, Surviving Trustees for Sarah C. Lazenby, their successors ~~personal representatives~~ or assigns, or R. Tilghman Brice, III, - 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 successors- - - - ~~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 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 successors- - - - ~~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 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 advertisements or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel - - - - - - - - - - - - County in Equity, which said expenses, costs and commission the said Mortgagors, for themselves, their - - heirs, personal representatives and assigns, do - - -hereby - - - - covenant to pay, and the said Mortgagees, their successors- - - - - ~~personal representatives~~ or assigns, or R. Tilghman Brice, III, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors, Harry H. J. Meisel and Joan E. Meisel, 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 Mortgagees, their successors- - - ~~personal representatives~~ and assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Seven Hundred ($1,700.00)- - - - - - - - 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 successors- - - ~~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 successors - - - - - - - - - - - - - - ~~personal representatives~~ and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test:

Beatrice A. Velenovsky
Beatrice A. Velenovsky

Harry H. J. Meisel (SEAL)
Joan E. Meisel (SEAL)
(SEAL)
(SEAL)

STATE OF MARYLAND, Anne Arundel - - - - - - - - - - COUNTY, TO WIT:

I Hereby Certify, that on this — Fourth — day of July- - - - - - - - in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public- - - - of the State of Maryland, in and for the County aforesaid, personally appeared HARRY H. J. MEISEL and JOAN E. MEISEL, his wife, -

the Mortgagor s, named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared JOSEPH D. LAZENBY, one of the Surviving Trustees of Sarah C. Lazenby, 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; and further made oath in due form of law that he is the Agent of the Mortgagee and duly authorized to make this affidavit.

AS witness my hand and Notarial Seal.

BEATRICE A. VELENOVSKY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Beatrice A. Velenovsky
NOTARY PUBLIC
Beatrice A. Velenovsky

On this 16th day of March 1956, we hereby assign the within mortgage and debt secured thereby to Joseph D. Lazenby, without recourse.

Witness: Betty Lee Hall — Joseph D. Lazenby (SEAL)
Joseph D. Lazenby

Witness: — F. Marion Lazenby (SEAL)
F. Marion Lazenby

Witness: Betty Lee Hall — Sarah L. Betz (SEAL)
Sarah L. Betz

TRUSTEES FOR SARAH C. LAZENBY

PURCHASE MONEY
MORTGAGE
FROM
HARRY H. J. MEISEL
JOAN E. MEISEL, his wife,
TO
JOSEPH D. LAZENBY
F. MARION LAZENBY
SARAH L. BETZ, Surviving Trustees for Sarah C. Lazenby.

Lot No. 404 and West ½ Lot No. 550 of Sylvan Shores, First Election District of Anne Arundel County, Maryland.

Received for Record 8 Aug 1944, at 3:35 o'clock P. M. Same day recorded in Liber JHH No. 314 Folio 108 &c., one of the Land Records of Anne Arundel County examined per John H. Hopkins 3rd Clerk.

Cost of Record, $5.00

R. TILGHMAN BRICE, III
ATTORNEY AND COUNSELOR AT LAW
LEE BUILDING — 8 CHURCH CIRCLE
P. O. BOX 133
ANNAPOLIS, MARYLAND

LIBER 113 PAGE 112

IN THE MATTER OF THE	:	NO 11,947 EQUITY
SALE OF	:	IN THE
MORTGAGED REAL ESTATE	:	CIRCUIT COURT
OF	:	FOR
HARRY H.J. MEISEL and JOAN E. MEISEL, his wife	:	ANNE ARUNDEL COUNTY
	:	

. . . . . .

STATEMENT OF CLAIM OF JOSEPH D. LAZENBY

Amount due on mortgage from Harry H.J. Meisel and Joan E. Meisel, his wife, to Joseph D. Lazenby, dated the 4th day of August, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 314, Folio 108 -$316.16

Interest from March 1, 1956	14.06
1955 and 1956 State and County Taxes	150.66
Tax - Sale Cost	2.50
Interest	1.18
	$484.56

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on thie 15th day of November, in the year nineteen hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOSEPH D. LAZENBY,, Assignee of the above mentioned mortgage, and made oath in due form of law that there is due and owing the said Joseph D. Lazenby, the sum of $484.56 on the above entitled mortgage.

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED

1956 NOV 24 AM 11:04

6

(Mortgagee's or Attorney's Bond)

LIBER 113 PAGE 113

No 11,947
Equity

Know all Men by these Presents,

THAT WE R. Tilghman Brice, 3d

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of One thousand and 00/100 Dollars,

to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 21st day of November in the year nineteen hundred and fifty-six

WHEREAS, the above bounden R. Tilghman Brice, 3d

by virtue of the power contained in a mortgage from Harry H. J. Meisel et al.

to Joseph D. Lazenby, F. Marion Lazenby and Sarah. L. Betz, surviving Trustees for Sarah C. Lazenby
bearing date the 4th day of August nineteen hundred and fifty-six / and assigned March 16, 1956 to Joseph D. Lazenby and recorded among the land records of Anne Arundel County, Maryland

( ) in Liber JHH No. 314 Folio 108 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 Condition of this Obligation is such, that if the above bounden R. Tilghman Brice, 3d

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

Signed, sealed, and delivered in presence of

Margaret R. Shurtz
Margaret R. Shurtz

Betty Lee Hall
Betty Lee Hall

R. Tilghman Brice, 3d [SEAL.]

[SEAL.]

HARTFORD ACCIDENT AND INDEMNITY COMPANY.

By Joseph D. Lazenby Attorney-in-fact [SEAL.]

Bond approved & filed this 24th day of November 1956
George T. Cromwell Clerk

FILED
1956 NOV 24 AM 11:04

Form J-3101 Printed in U. S. A.

Mortgage Sale

Of Valuable Improved Property Located At Sylvan Shores, First Election District Anne Arundel County, Maryland

By virtue of the power of sale contained in a Mortgage from Harry H. J. Meisel and Joan E. Meisel, his wife, dated August 4, 1944, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 314, Folio 108, said Mortgage being in default, I will offer at public sale at the Court House Door in the City of Annapolis on

Tuesday, Nov. 27, 1956 at 10:30 o'clock A. M.

the following property:

Lot No. 404 and the West ½ of Lot 550, in the Forest addition to Sylvan Shores, as shown on Plat of Forest addition to Sylvan Shores, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 10 Folio 28.

Being the same property conveyed to Harry H. J. Meisel and Joan E. Meisel, his wife, by Leander L. Lyon and Florence N. Lyon, his wife, by deed dated the 24th day of July, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 314, Folio 107.

This property is improved by a 4 room and bath frame dwelling and frame garage.

TERMS OF SALE: A deposit of Three Hundred ($300.00) Dollars will be required of purchaser on the day of sale. Balance of Purchase Money, including interest at the rate of Six (6%) Percent per annum to be paid in cash on ratification of sale.

Taxes, insurance and all other assessments to be adjusted to day of sale.

For further particulars, inquire of the undersigned.

E. TILGHMAN BRICE, III
Attorney named in Mortgage,
Lee Building, Annapolis, Md.
George W. Scible, Auctioneer N-28

FILED
No. E.C. 8920 1956 NOV 29 AM 10:01

LIBER 113 PAGE 114 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27, 1956

We hereby certify, that the annexed

Mortgage Sale

Harry H. J. Meisel

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 27th day of November, 1956. The first insertion being made the 6th day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

8

GEORGE W. SCIBLE..... LIBER 113 PAGE 115 .....Auctioneer

MORTGAGE SALE

OF VALUABLE

Improved Property

LOCATED AT SYLVAN SHORES
FIRST ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

By virtue of the power of sale contained in a Mortgage from Harry H. J. Meisel and Joan E. Meisel, his wife, dated August 4, 1944, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 314, Folio 108, said Mortgage being in default, I will offer at public sale at the Court House Door in the City of Annapolis on

Tuesday, November 27th, 1956

At 10:30 O'Clock, A.M.

the following property:

Lot No. 404 and the West ½ of Lot 550 in the Forest addition to Sylvan Shores, as shown on Plat of Forest addition to Sylvan Shores, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 10 Folio 23.

Being the same property conveyed to Harry H. J. Meisel and Joan E. Meisel, his wife, by Leander L. Lyon and Florence N. Lyon, his wife, by deed dated the 24th day of July, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 314, Folio 107.

This property is improved by a 4-room and bath, frame dwelling and frame garage.

TERMS OF SALE: A deposit of Three Hundred ($300.00) Dollars will be required of purchaser on the day of sale. Balance of Purchase Money, including interest at the rate of Six (6%) Percent per annum to be paid in cash on ratification of sale.

Taxes, insurance and all other assessments to be adjusted to day of sale.

For further particulars, inquire of the undersigned.

R. TILGHMAN BRICE, III
Attorney named in Mortgage,
Lee Building, Annapolis, Md.

FILED
1956 NOV 29 AM 10: 01

11747

Nov. 27, 1956

I HEREBY CERTIFY that I have this day sold the property described on the reverse side of this sheet to Maurice C. Ogle, at and for the price of One Thousand ($1,000.00) Dollars.

George W. Scible, Auctioneer

THIS IS TO CERTIFY that I have this 27th day of November, 1956, purchased the property described on the reverse side hereof, at and for the sum of One Thousand ($1,000.00) Dollars, and do hereby agree to abide by the terms of sale.

Maurice C. Ogle

FILED

1956 NOV 29 AM 10:01

LIBER 113 PAGE 117

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF HARRY H.J. MEISEL and JOAN E. MEISEL, his wife	)	No. 11947 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Sale of R. Tilghman Brice, III, Attorney named in the mortgage filed in this case, respectfully shows:

That the said mortgage being overdue and in default, he did, after having given bond with surety duly approved by the Clerk of this Court, advertise the said property for sale on Tuesday, November 27, 1956, at 10:30 o'clock A.M., by advertisement in the Evening Capital, a newspaper printed daily at Annapolis, Maryland, for more than three successive weeks, before the day of sale, and also by handbills which he caused to be posted on the premises, and at the Court House door, in the City of Annapolis, Maryland, and in pursuance of said notice, he did attend, in person, at the Court House door in the City of Annapolis, Maryland, on Tuesday, November 27, 1956, at 10:30 o'clock A.M., that being the time and place advertised for said sale, and did then and there offer said property mentioned in said mortgage filed in this case, which said mortgage is dated the 4th day of August, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 314, Folio 108, said property being Lot No. 404, and the West 1/2 of Lot 550 in the Forest addition to Sylvan Shores, as shown on Plat of Forest addition to Sylvan Shores, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 10, Folio 23; said property being more particularly described in said mortgage, together with all improvements thereon, and all appurtenances thereto, and did sell the property hereinabove described, unto MAURICE C. OGLE, 3rd and for the sum of One Thousand ($1,000.00) Dollars, he

FILED

1956 NOV 29 AM 10 01

being then and there the highest bidder therefor, and he files herewith one of the handbills of said sale upon which is endorsed a certificate of the Auctioneer as to said sale.

ALL of which is respectfully submitted.

R. Tilghman Brice, III, Attorney named in the mortgage.

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

I HEREBY CERTIFY, That on this 27th day of November, in the year nineteen hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. TILGHMAN BRICE, III, Attorney named in the mortgage mentioned in these proceedings, and made oath in due form of law that the matters and things set out in the foregoing Report of Sale are true as therein stated, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

BARBARA ANN JONES NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Barbara Ann Jones
Notary Public

12

ORDER NISI

LIBER 113 PAGE 119

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

XXXXXX

HARRY H. J. MEISEL and JOAN E. MEISEL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,947 Equity

Ordered, this 29 day of November, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by R. Tilghman Brice, III, Attorney named in the Mortgage, XXXXXXX

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2 day of January 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 January next.

The report states that the amount of sale ~~XXXXX~~ was $ 1,000.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 29 Nov., 1956, at 10:01 a. m.

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

XXXXXX

HARRY H. J. MEISEL and JOAN E. MEISEL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of February, 1957, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans

FILED

1957 FEB -9 AM 10:43

13

LIBER 113 PAGE 120 C ICE OF

Evening Capital

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. 11,947 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF HARRY H. J. MEISEL and JOAN E. MEISEL, his wife.

Ordered, this 29th day of November, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by R. Tilghman Brice, III, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of January 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 January next.

The report states that the amount of sale was $1,000.00.

GEORGE T. CROMWELL, Clerk.

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

D-2T

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 17, 1957

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,947

Harry H. J. Meisel

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 2nd day of January, 1957. The first insertion being made the 30th day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By R. Tilghman

FILED

No. E.C. 9223 1957 FEB -7 PM 2:47

14

LIBER 113 PAGE 121

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~xxx~~
Harry H. J. Meisel
and
Joan E. Meisel, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,947 Equity

To the Honorable, the Judges of said Court:

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

May 23, 1958

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

FILED
1958 MAY 26 PM 2:46

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Harry H. J. Meisel and Joan E. Meisel, his wife

To Attorney for fee, viz:	50	00		
To Attorney for Commissions, viz:	60	39	110	39
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	75		
Auditor - stating this account	13	50	53	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	35	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	82		
Hartford Accident & Indemnity Co. - bond premiums for 1956 and 1957	20	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Barbara Ann Jones - notary fee		50	105	42
To Joseph D. Lazenby, Assignee of the mortgage filed in these proceedings - in full for mortgage claim filed	484	56		
Interest thereon from 11/15/56 to 4/30/58 - 17 months 15 days (Order dated 5/21/58)	42	40		
			526	96
To LeRoy Bald, Trustee in Bankruptcy of Harry H. Meisel - this balance as per claim filed	269	64	269	64
			1,065	66

12

with R. Tilghman Brice, III, Attorney named in Mortgage Cr.

1956							
Nov.	27	Proceeds of Sale	1,000	00			
		Interest on deferred payment of $700.00 - 17 months 3 days	59	85	1,059	85
		Refund 1956 State and County taxes - 1 month 3 days	5	81	5	81
					1,065	66

ORDER NISI LIBER 113 PAGE 124

In the Matter of the Sale of the Mortgaged Real Estate of

~~VERSUS~~

Harry H. J. Meisel

and

Joan E. Meisel, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,947 Equity.

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

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 30th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of June next.

George T. Cromwell

FILED
1958 MAY 26 PM 2:46

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of July, 1958., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 JUL -1 PM 12:55

Benjamin Michelson
Judge.

18

LIBER 113 PAGE 125 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 11,947 Equity
In the Matter of the Sale of the Mortgaged Real Estate of Harry H. J. Meisel and Joan E. Meisel, his wife

Ordered, this 26 day of May, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the

30TH DAY OF JUNE

next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of June next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Ju-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 23, 1958

We hereby certify, that the annexed

Order Nisi Eq. 11,947

Auditor account

Harry H. J. Meisel

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 30th day of June, 1958. The first insertion being made the 27th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 3128 1958 JUN 24 PM 12:00 By N. Leighmen

19

ADAM F. HUFF
Post Office Box 493
Baltimore 3, Maryland

vs

WILLIAM F. AMRHEIN and
ANNA L. AMRHEIN, his wife,
also known as AMRHINE,
2815 Kennedy Avenue
Baltimore, Maryland, and
all persons having or claiming to
have any interest in property
known as Lot 7, Block No. 1, as
shown on the Plat of Locust Grove,
Anne Arundel County, State of
Maryland.

and

EDGAR M. BURGSTRESSER
c/o B. B. Brown
1843 Mintwood Place, N.W.
Apt. 37
Washington, D. C., and
all persons having or claiming
to have any interest in property
known as Lots Nos. 44 and 45,
Block 13, Section A, as shown on
the Plat of Herald Harbor, Anne
Arundel County, State of Maryland.

and

TROY DAFF and
BEULAH DAFF, his wife
Crownsville, Maryland, and
all persons having or claiming
to have any interest in
.6596 acres of land on the
West side of Generals Highway
more particularly described in a
deed to said Troy Daff and his
wife recorded among the Land
Records of Anne Arundel County
in Liber J.H.H. 461, Folio 336, SAVE
and EXCEPTING, however, that portion
conveyed by deed recorded among the
aforesaid Land Records in Liber
J.H.H. 640, Folio 225, said land
being situated in the Second Election
District of Anne Arundel County,
State of Maryland.

and

No. 11,897 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

FILED

1956 OCT 10 PM 3:50

OREN R. LEWIS and
GRACE M. LEWIS, his wife,
c/o C. G. Aufrecht
930 Randolph Street, N.W.
Apt. 27
Washington, D. C., and
all persons having or claiming
to have any interest in property
known as Lots Nos. 70 and 71,
Block 91, Section C, and Lots Nos.
18, 19, 20 and 21, Block 73,
Section E, all as shown on the
Plat of Herald Harbor, Anne
Arundel County, State of Maryland.

and

GEORGE D. SHRINER and
CARL J. SHRINER,
c/o Carl J. Shriner
1134 Washington Blvd.
Baltimore, Maryland, and
all persons having or claiming
to have any interest in property
known as Lots Nos. 1, 2, 3, 4,
and 31, Block F, as shown on
the Plat of Marley Park Beach,
Anne Arundel County, State of
Maryland.

and

JOHN V. SKEEN
3215 Klingle Road, N.W.
Washington, D. C., and
all persons having or claiming
to have any interest in property
known as Lots Nos. 7, 8, 9, 10,
and 11, Block 155, Section F,
as shown on the Plat of Herald
Harbor, Anne Arundel County,
State of Maryland.

and

BENJAMINE E. SMITHSON
c/o C. F. Smithson
1813 N. Herndon Street
Arlington, Virginia, and
all persons having or claiming
to have any interest in property
known as Lots Nos. 55 and 56,
Block 13, Section A, as shown
on the Plat of Herald Harbor,
Anne Arundel County, State of
Maryland.

and

ARTHUR VICTOR SWEZEY and
ANNA BEVERLY SWEZEY, his wife
Gambrills, Maryland, and
all persons having or claiming
to have any interest in property
known as 1.23 acres and improvements
near Chesterfield and more particularly
described in a deed recorded among
the Land Records of Anne Arundel County,
State of Maryland, in Liber J.H.H. 446,
Folio 235, said land being situate in the
Second Election District of Anne Arundel
County, State of Maryland.

BILL OF COMPLAINT TO

FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, Adam F. Hoff, by William W. Townshend, Jr., and William E. Kirk, his Attorneys, respectfully shows:

1. That on October 11, 1954, a Certificate of Tax Sale pertaining to Lot No. 7, Block 1, as shown on the Plat of Locust Grove, was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County to your Complainant and a duplicate of said Certificate issued October 10, 1956 is attached hereto, marked "Complainant's Exhibit No. 1," and prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is described as follows:

> Certificate No. 2998 (being a duplicate of No. 2452) - property in the Third Election District described as Lot No. 7, Block 1, as shown on the Plat of Locust Grove,

which lot, at the time of the tax sale, was assessed to William F. Amrhein and Anna L. Amrhein, his wife, also known as Amrhine, and was conveyed to the said William F. Amrhine and Anna L. Amrhine, also known as Amrhein, in fee simple, by deed dated October 11, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 188, Folio 457; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 11, 1954, was Twenty-nine Dollars and Forty-five Cents ($29.45).

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3. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the Third Election District on the day of the sale was:

Wm. F. and Anna L. Amrhein
2815 Kennedy Ave.,
Baltimore, Md.
Lot 7, Block 1 Ft
Locust Grove 15 Front

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the lots set out above and in the duplicate Certificate of Tax Sale, No. 2998, was in the name of William F. Amrhine and Anna L. Amrhine, also known as Amrhein, at the time of the said tax sale.

5. That on October 11, 1954, a Certificate of Tax Sale pertaining to Lots Nos. 44 and 45, Block 13, Section A, as shown on the Plat of Herald Harbor, was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, and a duplicate of said Certificate issued October 10, 1956, marked "Complainant's Exhibit No. 2," is attached hereto and prayed to be taken as a part hereof.

6. That the property mentioned in said Certificate is described as follows:

> Certificate No. 2992 (being a duplicate of No. 2454) - property in the Second Election District described as Lots 44 and 45, Block 13, as shown on the Plat of Herald Harbor,

which lots, at the time of the tax sale, were assessed to Edgar M. Burgstresser and were conveyed to the said Edgar M. Burgstresser, in fee simple, by deed dated March 28, 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 52, Folio 209; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 11, 1954, was Twenty-six Dollars and Thirty-four Cents ($26.34).

7. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the Second Election District on the day of sale was:

Edgar M. Burgstresser
c/o B. B. Brown
1843 Mintwood Place, N.W.
Wash., D.C., Apt 37
Lots 44-45, Block 13, Section A
Herald Harbor

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

8. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the lots set out above and in the duplicate Certificate of Tax Sale, No. 2992, were in the name of Edgar M. Burgstresser at the time of the said tax sale.

9. That on October 11, 1954, a Certificate of Tax Sale pertaining to .6596 acres of land situated on the west side of Generals Highway (and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 461, Folio 336) was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, and a duplicate of said Certificate issued October 10, 1956 is attached hereto marked "Complainant's Exhibit No. 3," and prayed to be taken as a part hereof.

10. That the property mentioned in said Certificate is described as follows:

> Certificate No. 2993 (being a duplicate of No. 2469) - property in the Second Election District described as .6596 acres and improvements, Blk. 685, situated on the w. s. of Generals Highway,

which parcel of ground, at the time of the tax sale, was assessed to Troy Daff and wife, and was conveyed to the said Troy Daff and Beulah Daff, his wife, by deed dated March 19, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 461, Folio 336, the said deed conveying one (1) acre, more or less, and the said Troy Daff and Beulah Daff having conveyed 0.3404

acres to Wilbur C. Meade and Doris G. Meade, his wife, by deed dated August 28, 1951 and recorded among the aforesaid Land Records in Liber J.H.H. 640, Folio 225; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 11, 1954, was Forty-nine Dollars and Fourteen Cents ($49.14).

11. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the Second Election District on the day of the sale was:

Troy Daff and wife
Crownsville, Md.
.6596 Acre Imps.
W. S. Genl. Hwy Blk 685

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

12. That according to the Equity, Law, and the Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the property set out above and in the duplicate Certificate of Tax Sale, No. 2993, was in the name of Troy Daff and Beulah Daff, his wife, at the time of the said tax sale.

13. That on October 11, 1954, a Certificate of Tax Sale pertaining to Lots 70 and 71, Block 91, Section C, as shown on the Plat of Herald Harbor, was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, and a duplicate issued October 10, 1956 of said Certificate is attached hereto, marked "Complainant's Exhibit No. 4," and prayed to be taken as a part hereof.

14. That the property mentioned in said Certificate is described as follows:

Certificate No. 2995 (being a duplicate of No. 2455) - property in the Second Election District described as Lots 70-71, Block 91, Sec. C, and Lots 18, 19, 20 and 21, Block 73, Section E, all as shown on the plat of Herald Harbor,

which lots, at the time of the tax sale, were assessed to Oren Lewis and wife and were conveyed to the said Oren Lewis, in fee simple, by deed dated January 29,1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 95, Folio 117; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the Tax Sale held October 11, 1954, was Thirty-three Dollars and Sixty-two Cents ($33.62).

15. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the Second Election District on the day of sale was:

Oren R. Lewis and wife
c/o C. G. Aufrecht
930 Randolph St., N.W., Apt 27
Wash. D. C.
Lots 70-71, Blk 91, Sec C
Herald Harbor

Lots 18, 19, 20, 21, 22, Blk 73, Sec E
Herald Harbor

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

16. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the lots set out above and in the duplicate Certificate of Tax Sale, No. 2995, was in the name of Oren R. Lewis at the time of the said tax sale.

17. That on October 11, 1954, a Certificate of Tax Sale pertaining to Lots Nos. 1, 2, 3, 4 and 31, Block F, as shown on the Plat of Marley Park Beach, was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County to your Complainant, and a duplicate of said Certificate issued October 10, 1956 is attached hereto, marked "Complainant's Exhibit No. 5," and prayed to be taken as a part hereof.

18. That the property mentioned in said Certificate is described as follows:

Certificate No. 3452 (being a duplicate of No. 2474) - property in the Third Election District described as Lot 1, 53 x 107.5, Lot 2, 25 x 110.5, Lot 3, 25 x 141.5, Lot 4, 25 x 10.3, and Lot 31, 25 x 74.5, Block F, as shown on the Plat of Marley Park Beach,

which lots, at the time of the tax sale, were assessed to George D. Shriner and Carl J. Shriner, and were conveyed to the said George D. Shriner and Carl J. Shriner, in fee simple, by deed dated August 1, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 710, Folio 272; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 11, 1954, was Forty-one Dollars and Thirteen Cents ($41.13).

19. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the Third Election District on the day of the sale was:

George D. and Carl J. Shriner
1134 Washington Blvd.
Balto., Md. c/o Carl J. Shriner
Lot 1 53 x 107.5 - Lot 2 25 x 110.5
Lot 3 25 x 141.5 - Lot 4 25 x 10.3
Lot 31 25 x 74.5 - Marley Pk Bch Blk F

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

20. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the lots set out above and in the duplicate Certificate of Tax Sale, No. 3452, was in the names of George D. Shriner and Carl J. Shriner at the time of the tax sale.

21. That on October 11, 1954, a Certificate of Tax Sale pertaining to Lots Nos. 7, 8, 9, 10 and 11, Block 155, Section F, as shown on the Plat of Herald Harbor, was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, and a duplicate of said Certificate issued October 10, 1956 is attached hereto, marked "Complainant's Exhibit No. 6," and prayed to be taken as a part hereof.

22. That the property mentioned in said Certificate is described as follows:

> Certificate No. 2994 (being a duplicate of No. 2457) - property in the Second Election District described as Lots 7, 8, 9, 10 and 11, Blk. 155, Section F, as shown on the plat of Herald Harbor,

which lots, at the time of the tax sale, were assessed to John V. Skeen and were conveyed to the said John V. Skeen, in fee simple, by deed dated November 1, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 30, Folio 14; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 11, 1954, was Twenty-four Dollars and Forty-nine Cents ($24.49).

23. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the Second Election District on the day of sale was:

> John V. Skeen
> 3215 Klingle Road, N.W.
> Washington, D. C.
> Lots 7-8-9-10-11, Block 155, Sec F
> Herald Harbor

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

24. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the lots set out above in the duplicate Certificate of Tax Sale, No. 2994, were in the name of John V. Skeen at the time of the said tax sale.

25. That on October 11, 1954, a Certificate of Tax Sale pertaining to Lots 55 and 56, Block 13, Section A, as shown on the Plat of Herald Harbor, was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, and a duplicate of said Certificate issued October 10, 1956 is attached hereto, marked "Complainant's Exhibit No. 7," and prayed to be taken as a part hereof.

26. That the property mentioned in said Certificate is described as follows:

> Certificate No. 2996 (being a duplicate of No. 2468) - property in the Second Election District described as Lots 55 and 56, Block 13, Sec. A, as shown on the Plat of Herald Harbor,

which lots, at the time of the tax sale, were assessed to Benjamine E. Smithson and were conveyed to the said Benjamine E. Smithson, in fee simple, by deed dated March 30, 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 51, Folio 419; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 11, 1954 was Twenty-six Dollars and Thirty-four Cents ($26.34).

27. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the Second Election District on the day of the sale was:

> Benj. E. Smithson
> 1813 N. Herndon St.
> Arlington, Va., c/o C. F. Smithson
> Lots 55 - 56, Blk 13, Sec. A
> Herald Harbor

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

28. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the lots set out above and in the duplicate Certificate of Tax Sale, No. 2996, was in the name of Benjamine E. Smithson at the time of the said tax sale.

29. That on October 11, 1954, a Certificate of Tax Sale pertaining to 1.23 acres of land situated near Chesterfield (and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 446, Folio 235) was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, and a duplicate of said Certificate issued October 10, 1956 is attached hereto, marked Complainant's Exhibit No. 8," and prayed to be taken as a part hereof.

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30. That the property mentioned in said Certificate is described as follows:

> Certificate No. 2997 (being a duplicate of No. 2471) - property in the Second Election District described as 1.23 acres and imp. Blk 695, situated near Chesterfield,

which parcel of ground, at the time of the tax sale, was assessed to Arthur V. Swezey and Anna Swezey, and was conveyed to the said Arthur Victor Swezey and Anna Beverly Swezey, his wife, by deed dated November 22, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 446, Folio 235; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 11, 1954, was Twenty-eight Dollars and Seventy Cents ($28.70).

31. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the Second Election District on the day of the sale was:

> Arthur V and Anna Swezey
> Gambrills, Md.
> 1.23 Acre Imp
> Nr Chesterfield, Blk 695

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

32. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to the property set out above and in the duplicate Certificate of Tax Sale, No. 2997, was in the name of Arthur Victor Swezey and Anna Beverly Swezey, his wife at the time of the said tax sale.

33. That the aforesaid lots and parcels of ground have not been redeemed by any of the parties in interest, although more than one year and one day from the date of sale of said properties has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely, Article 81 of the Annotated Code of Maryland.

34. That it appears that the Defendants herein, according to the assessment records, are residents and non-residents as indicated in the title to this cause, and therefore your Complainant prays for process directed to the aforesaid resident and non-resident Defendants, at the last known address above set forth, as the address of said Defendants.

35. That the amounts necessary for the redemption of the above-entitled properties are as follows:

William F. and Anna Amrhein, Certificate No. 2998 - $29.45

Edgar M. Burgstresser, Certificate No. 2992 - $26.34

Troy Daff and wife, Certificate No. 2993 - $49.14

Oren R. Lewis and wife, Certificate No. 2995 - $33.62

George D. and Carl L. Shriner, Certificate No. 3452 - $41.13

John V. Skeen, Certificate No. 2994 - $24.49

Benjamine E. Smithson, Certificate No. 2996 - $26.34

Arthur V. and Anna Swezey, Certificate No. 2997 - $28.70

which is the amount paid for said property, as the same appears on the Certificates of Tax Sale, with interest at the rate of six per cent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest, penalties and costs, paid by the Complainant herein, subsequent to the date of sale of said property, as provided for under the Provisions of the Acts of 1943 aforesaid, asamended.

36. That the Complainant prays for an Order of Publication directed to all parties in interest in the aforementioned properties.

TO THE END, THEREFORE,

(a) That this Court pass a final decree foreclosing all the rights of redemption of the Defendants herein, in and to the aforesaid property as set out in these proceedings.

(b) That the Court pass a final decree whereby there will be vested in the Complainant, an absolute and indefeasible title to the property aforesaid,

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in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Defendants and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the 19th day of December, 1956, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

AND AS IN DUTY BOUND, ETC.

Adam F. Hoff

TOWNSHEND AND KIRK

By William P. Kirk

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of October, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Adam F. Hoff, the above-named Complainant, and he made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial seal.

Alice Gary

Alice Gary, Notary Public

Duplicate of 2452

LIBER 113 PAGE 139

No. 2998 CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Sr. Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1954, I sold to A Hoff at public auction for the sum of 29 45 Dollars and _____ Cents, of which 29 45 Dollars has been paid as a deposit on the property in dist. 3 described as Lot 7 Blk. 1 as shown on the plat of Locust Grove

and assessed to Wm F & Anna L Amrhein

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October _____, 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 _____ day of _____ 19____

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Ruth M. Loving Notary Public.

My Commission Expires May 6, 1957

FILED

1956 OCT 10 PM 3:50

"Complainant's Exhibit No. 1"

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LIBER 113 PAGE 140

Duplicate by Clerk # 2454

No 2992 CERTIFICATE OF TAX SALE

I, Joseph L. Gleason Sr. Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1954, I sold to A. Hoff at public auction for the sum of 70.00 Dollars and ____ Cents, of which 26.34 Dollars has been paid as a deposit on the property in dist # 2 described as Lots 44-45 Blk 13 - Sec A as shown on the plat of Herald Harbor

and assessed to Edgar M Burgstresser

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October _____, 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 _____ day of _____ 19____

Joseph L. Gleason Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph L. Gleason, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Ruth M. Loving / Notary Public.

My Commission Expires May 6, 1957

FILED

1956 OCT 10 PM 3:50

"Complainant's Exhibit No. 2"

15

LIBER 113 PAGE 141

Duplicate of Cert. 2469

No 2993 CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Sr, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1954, I sold to A. Hoff at public auction for the sum of 60.00 Dollars and ..... Cents, of which 49.14 Dollars has been paid as a deposit on the property in dist #2 described as .6596 Acre + Imps Blk 685 situated on W. S. General Highway

and assessed to Troy Daff and Wife

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October ....., 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 ..... day of ..... 19...

Joseph H. Griscom Sr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Ruth M. Loving Notary Public.

My Commission Expires May 6, 1957

FILED

1956 OCT 10 PM 3:50

"Complainant's Exhibit No. 3"

Duplicate of # 2455.

No 2995 CERTIFICATE OF TAX SALE LIBER 113 PAGE 142

I, Joseph H. Duncan Sr. Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11 1954, I sold to C. Hoff at public auction for the sum of 35.00 Dollars and ____ Cents, of which 33.62 Dollars has been paid as a deposit on the property in dist # 2 described as Lots 70-71 Blk 91 Sec C Lots 18-19-20-21-22 Blk 73 Sec E all as shown on the plat of Herald Harbor and assessed to Orem Lewis

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October _____, 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 _____ day of _____ 19____

Joseph H. Duncan Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Duncan, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lovina
RUTH M. LOVINA Notary Public.

My Commission Expires May 6, 1957

FILED
1956 OCT 10 PM 3:50

"Complainant's Exhibit No. 4"

Duplicate of #2474

A 3452 **CERTIFICATE OF TAX SALE** LIBER 113 PAGE 143

I, Joseph H. Griscom Sr. Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11 1954, I sold to A Hoff at public auction for the sum of 125.00 Dollars and ..... Cents, of which 41.13 Dollars has been paid as a deposit on the property in dist #3 described as Lot 1 53x107.5 & Lot 2-25x116.5 & Lot 3-25x141.5 & Lot 4-25x10.3 & Lot 31-25x745 Blk F as shown on the plat of Marley Park Beach and assessed to George D & Carl J. Shriner

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October ....., 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 ..... day of ..... 19....

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
RUTH M. LOVING
Notary Public.

My Commission Expires May 6, 1957.

FILED
1956 OCT 10 PM 3:51

"Complainant's Exhibit No. 5"

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LIBER 113 PAGE 144

Duplicate of #2457

No. 2994

CERTIFICATE OF TAX SALE

I, Joseph H. Truscon Sr Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1954, I sold to C Hoff at public auction for the sum of 24.49 Dollars and _____ Cents, of which 24.49 Dollars has been paid as a deposit on the property in dist #2 described as Lots 7-8-9-10-11 Blk 155 Sec 2 as shown on the plat of Herald Harbor and assessed to John T & Keen

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October _____, 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 _____ day of _____ 19____

Joseph H. Truscon Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Truscon, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Ruth M. Loving
Notary Public.

My Commission Expires May 6, 1957

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1956 OCT 10 PM 3:51

"Complainant's Exhibit No. 6"

19

LIBER 113 PAGE 145

Duplicate G. #2468

No 2996 CERTIFICATE OF TAX SALE

I, Joseph A. Driscoll, Jr. Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11 1954, I sold to C. Hoff. at public auction for the sum of 60.00 Dollars and ____ Cents, of which 26.34 Dollars has been paid as a deposit on the property in dist #2 described as Lots 55-56 Blk 13 Sec A. as shown on the plat of Herald Harbor and assessed to Benjamin C. Smithson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October _____, 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 _____ day of _____ 19____

Joseph A. Driscoll Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph A. Driscoll, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Ruth M. Loving
Notary Public.

My Commission Expires May 6, 1957

FILED
1956 OCT 10 PM 3:51

"Complainant's Exhibit No. 7"

24

LIBER 113 PAGE 146

Duplicate of # 2471

No. 2997 CERTIFICATE OF TAX SALE

I, Joseph A. Duncan, Sr. Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1954, I sold to C. Hoff at public auction for the sum of 61.00 Dollars and _____ Cents, of which 28.70 Dollars has been paid as a deposit on the property in dist # 2 described as 1.23 Acres + Impr. Blk 695 situated near Chesterfield and assessed to Arthur V. + Anna Sweezey

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October _____, 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 _____ day of _____ 19____

Joseph A. Duncan Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph A. Duncan, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Ruth M. Loving
Notary Public.

My Commission Expires May 6, 1957

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1956 OCT 10 PM 3:51

"Complainant's Exhibit No. 8"

J.1

LIBER 113 PAGE 147

ADAM F. HOFF :
Post Office Box 493
Baltimore 3, Maryland

vs :

WILLIAM F. AMRHEIN and
ANNA L. AMRHEIN, his wife,
also known as AMRHINE, :
2815 Kennedy Avenue
Baltimore, Maryland, and
all persons having or claiming to
have any interest in property :
known as Lot 7, Block No. 1, as
shown on the Plat of Locust Grove,
Anne Arundel County, State of
Maryland. :

and

EDGAR M. BURGSTRESSER :
c/o B. B. Brown
1843 Mintwood Place, N.W.
Apt. 37
Washington, D. C., and : No. 11,897 EQUITY
all persons having or claiming to
have any interest in property
known as Lots Nos. 44 and 45, : IN THE
Block 13, Section A, as shown on
the Plat of Herald Harbor, Anne : CIRCUIT COURT
Arundel County, State of Maryland

and : FOR ANNE ARUNDEL COUNTY

TROY DAFF and
BEULAH DAFF, his wife
Crownsville, Maryland, and :
all persons having or claiming to
have any interest in .6596 acres
of land on the West Side of Gener-
als Highway more particularly des-:
cribed in a deed to said Troy
Daff and his wife recorded among
the land records of Anne Arundel
County in Liber J.H.H. No. 461, :
Folio 336, SAVE and EXCEPTING,
however, that portion conveyed by
deed recorded in the aforesaid
Land Records in Liber J.H.H. No. :
640, Folio 225, said land being
situated in the Second Election
District of Anne Arundel County,
State of Maryland. :

and

:

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1956 OCT 10 PM 3:51

22

OREN R. LEWIS, and
GRACE M. LEWIS, his wife,
c/o C. G. Aufrecht
930 Randolph Street, N.W.
Apt. 27
Washington, D. C., and
all persons having or claiming
to have any interest in property
known as Lots N. 70 and 71,
Block 91, Section C, and Lots
18, 19, 20 and 21, Block 73, Section E, all as shown on the Plat
of Herald Harbor, Anne Arundel
County, State of Maryland.

and

GEORGE D. SHRINER, and
CARL J. SHRINER,
c/o Carl J. Shriner
1134 Washington Blvd.
Baltimore, Maryland, and
all persons having or claiming
to have any interest in property
known as Lots Nos. 1, 2, 3, 4,
and 31, Block F, as shown on
the Plat of Marley Park Beach
Anne Arundel County, State of
Maryland.

and

JOHN V. SIMEN
3215 Klingle Road, N. W.
Washington, D. C., and
all persons having or claiming
to have any interest in property
known as Lots Nos. 7, 8, 9, 10,
and 11, Block 155, Section F,
as shown on the Plat of Herald
Harbor, Anne Arundel County,
State of Maryland.

and

BENJAMINE E. SMITHSON
c/o C. F. Smithson
1813 N. Herndon Street
Arlington, Virginia, and
all persons having or claiming
to have any interest in property
known as Lots Nos. 55 and 56,
Block 13, Section A, as shown
on the Plat of Herald Harbor,
Anne Arundel County, State of
Maryland.

and

23

ARTHUR VICTOR SWEZEY, and
ANNA BEVERLY SWEZEY, his wife
Gambrills, Maryland, and
all persons having or claiming
to have any interest in property
known as 1.23 acres and improvements
near Chesterfield and more specifically
described in a deed recorded among
the Land Record of Anne Arundel County,
State of Maryland, in Liber No. J.H.H.
446, Folio 235, said land being
situate in the Second Election District
of Anne Arundel County, State of Mary-
land.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Second and Third Election Districts of Anne Arundel County, sold by the Collector of Taxes for the State of Maryland and Anne Arundel County, to the Complainant in these proceedings:

All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and described as follows:

Lot No. 7, Block 1, as shown on the Plat of Locust Grove,

Being the same lot of ground described in a deed from Ida L. Wilkinson, widow, to William F. Amrhine and Anna L. Amrhine, his wife, also known as Amrhein, dated October 11, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 188, Folio 451.

Lots 1, 2, 3, 4, and 31, Block F, as shown on the Plat of Marley Bark Beach.

Being the same lots of ground described in a deed from Raphael Stokvis and Frances Stokvis, his wife, to George D.

24

Shriner and Carl J. Shriner, dated August 1, 1952, and recorded among the aforesaid Land Records in Liber J.H.H. No. 710, Folio 272.

All those lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and described as follows:

Lots 44 and 45, Block 13, Section A, shown on the Plat of Herald Harbor.

Being the same lots of ground described in a deed from G. J. Wise, unmarried, to Edgar M. Burgstresser, dated March 28, 1929, and recorded among the aforesaid Land Records in Liber F. S. R. No. 52, Folio 209.

.6596 acres and improvements, situated on the west side of Generals Highway.

Being more fully described in a deed from Ruccena Baldwin Howden and Frank D. Howden, her husband to Troy Daff and Beulah Daff, his wife, dated March 19, 1948, and recorded among the aforesaid Land Records in Liber J.H.H. No. 461, Folio 336, SAVE and EXCEPTING that portion conveyed to Wilbur C. Meade and Doris G. Meade, his wife, by deed dated August 28, 1951, and recorded in Liber J.H.H. No. 640, Folio 225.

Lots 70 and 71, Block 91, Section C, and Lots 18, 19, 20, and 21, Block 73, Section E, all as shown on the Plat of Herald Harbor.

Being part of the lots conveyed by Herald Harbor, Incorporated, to Oren R. Lewis, by deed dated January 29, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 95, Folio 117.

Lots 7, 8, 9, 10, and 11, Block 155, Section F, as shown on the Plat of Herald Harbor.

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Being the same lots described in a deed from Herald Harbor, Incorporated, to John V. Skeen, dated November 11, 1925, and recorded in Liber W.M.B. No. 30, Folio 14.

Lots 55 and 56, Block 13, Section A., as shown on the Plat of Herald Harbor.

Being the same lots described in a deed from Harry B. Kerr, unmarried, to Benjamine E. Smithson, dated March 30, 1929, and recorded among the aforesaid Land Records in Liber W.S.R. No. 51, Folio 419.

1.23 acres of land and improvements situated near Chesterfield.

Being the same property described in a deed from William M. Norfolk, et al, to Arthur Victor Swezey and Anna Beverly Swezey, his wife, dated November 22, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. No. 446, Folio 235.

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

It is thereupon, this // day of October, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 19 day of December, 1956, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

George T. Cromwell
George T. Cromwell, Clerk

TRUE COPY TEST:

_____
Clerk

ADAM F. HOFF	:	IN THE
	:	CIRCUIT COURT
vs	:	FOR
WILLIAM AMRHEIM, et ux et al, etc.	:	ANNE ARUNDEL COUNTY
	:	NO.11,897 EQUITY
	:	

.. ..

AGREEMENT

It is agreed and stipulated between Counsel for Plaintiff and Defendants, Troy Daff and Beulah Daff, his wife, in the above styled cause that the following amounts are necessary to redeem the property mentioned in the above proceedings, and contained in Certificate No. 2993, duplicate of Certificate No. 2469:

1.	Proportionate share of Advertising costs - - - -	$16.41
2.	Proportionate share of Court Costs - - - - - - -	8.22
3.	Proportionate share of Attorney's fee - - - - -	12.50
4.	Title Search - - - - - - -	5.00
5.	Amount due to Treasurer for taxes, etc. - - - -	95.40
		$137.53

TOWSHEND and KIRK

by William E. Kirk

Attorneys for Plaintiff

WILLIAM J. BOEHM

Attorney for Defendants Troy Daff and Beulah Daff

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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1956 NOV 26 AM 11:57

28

LIBER 113 PAGE 153

ADAM F. HOFF	:	IN THE
	:	CIRCUIT COURT
vs	:	FOR
WILLIAM AMRHEIM, et ux et al, etc.	:	ANNE ARUNDEL COUNTY
	:	NO. 11,897 EQUITY
	:	

.. ..

ORDER OF COURT

Upon the foregoing Agreement as to Costs filed in this cause by the respective Counsel, it is this 26th day of November, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary for the Defendants, Troy Daff and Beulah Daff, his wife, to redeem their property mentioned in these proceedings are:

1. To be paid to the Treasurer of Anne Arundel County

   For Tax Certificate of Sale interest to date of redemption taxes, etc. $95.40

2. To be paid to Circuit Court for Anne Arundel County for costs 8.22

3. To be paid to Capital-Gazette Press for advertising 16.41

4. To be paid to Plaintiff for title and attorney's fee 17.50

$137.53

And it is further ORDERED, that upon payment of the Court Costs due the Clerk and the filing of an Order for Settlement and Redemption in this cause the property of the Defendants herein named, Troy Daff and Beulah Daff, his wife, shall stand redeemed from the force and effect of the Plaintiff's Tax Sale and Certificate.

Benjamin Michaelson
Judge

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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1956 NOV 26 PM 4:09

LIBER 113 PAGE 154

ADAM F. HOFF	:	No. 11,897 Equity
	:	In The
VS	:	Circuit Court
WILLIAM AMRHEIM, et ux, et al.	:	for
	:	Anne Arundel County

ORDER OF REDEMPTION

Mr. Clerk:

Please mark these proceedings "Settled and Redeemed" so far as they pertain to the property of Troy Daff and Beulah Daff, his wife, and as set out in Tax Sale Certificate No. 2993, duplicate of Tax Sale Certificate No. 2469.

TOWNSHEND AND KIRK

by: William E. Kirk

William E. Kirk
Attorneys for Plaintiff

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1956 NOV 27 PM 2:16

31

ADAM F. HOFF P. O. Box 493 Baltimore 3, Maryland	:	No. 11,897 Equity
	:	IN THE
vs	:	CIRCUIT COURT
WILLIAM F. AMRHEIN, et ux, et al	:	FOR
	:	ANNE ARUNDEL COUNTY

AFFIDAVIT OF CERTIFIED MAIL

AND RECEIPT THEREOF

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 11th day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William E. Kirk and he made oath in due form of law, that a certified letter has been sent to the defendant, John V. Skeen, in the above titled proceedings, inclosing a copy of the Bill of Complaint and Order of Publication filed in these proceedings, and that the attached receipts (senders and addressee's) were returned on the dates indicated.

As Witness my hand and Notarial Seal.

Alice Gary

Alice Gary, Notary Public

RECEIPT FOR CERTIFIED MAIL—15¢

SENT TO
John V. Skeen

STREET AND NO.
3215 Klingle Road, N.W.

CITY AND STATE
Washington, D. C.

If you want a return receipt, check which
[X] 7¢ shows to whom and when delivered
[ ] 31¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
[ ] 20¢ fee

POSTMARK OR DATE
ANNAPOLIS OCT 22 1956 MD.

POD Form 3800 July 1955 Replaces previous editions of this form which MAY be used.

No. 387494

INSTRUCTIONS TO DELIVERING EMPLOYEE
[ ] DELIVER ONLY TO ADDRESSEE (20¢ additional)
[ ] SHOW ADDRESS WHERE DELIVERED IN ITEM 4 BELOW (31¢ additional)

RECEIPT
Received from the Postmaster the Registered, Certified, or Insured Article, the number of which appears on the face of this return receipt.

1. SIGNATURE OR NAME OF ADDRESSEE

2. SIGNATURE OF ADDRESSEE'S AGENT (Agent should enter addressee's name in item 1 above)

3. DELIVERY DATE
10/23 19

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

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1957 JAN 12 AM 10:11

ADAM F. HOFF P. O. Box 493 Baltimore 3, Maryland	:	No. 11,897 Equity
	:	IN THE
vs	:	CIRCUIT COURT
WILLIAM F. AMRHEIN, et ux, et al	:	FOR
	:	ANNE ARUNDEL COUNTY

AFFIDAVIT OF EFFORT TO LOCATE DEFENDANTS

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 28th day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William E. Kirk and made oath in due form of law that:

1. A certified letter notice has been sent to all non-resident defendants in these proceedings at their last known address as shown on the tax records of Anne Arundel County and that said letters were returned to the sender with the exception of the notice sent to the defendant John V. Skeen who received notice as indicated by a previous affidavit filed in these proceedings.

2. A search of the records of the Orphans Court for Anne Arundel County and the Washington Telephone Directory failed to disclose a more recent address for any of the non-resident defendants, with the following exceptions:

a. Oren R. Lewis, Attorney at Law, Court House Square, Arlington, Virginia. That a letter, dated January 11, 1957 was sent to Oren R. Lewis notifying him of these proceedings which he answered disclaiming any intention to redeem any of the lots in these proceedings.

b. C. F. Smithson, RR 480 G. Street, S.W., Washington, D. C. That a letter dated January 11, 1957 was sent to a C. F. Smithson notifying him of these proceedings and that to date, there has been no answer received.

c. Edgar M. Burgstresser, c/o B. B. Brown. That a search of the Washington Telephone Directory disclosed two B. B. Browns, both of whom were sent a letter on January 11, 1957 notifying them of these proceedings,

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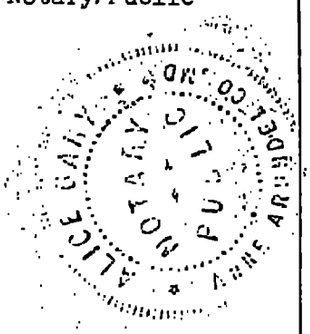
and that one B. B. Brown of 109 S. Alfred Street, Alexandria, Virginia, answered stating that he was not the B. B. Brown involved; and that the letter to B. B. Brown of 7932 Wisconsin Avenue, Bethesda, Maryland has been unanswered to this date.

AS WITNESS my hand and Notarial Seal.

Alice Gary
Notary Public



LIBER 113 PAGE 158

ADAM F. HOFF P. O. Box 493 Baltimore 3, Maryland	:	No. 11,897 Equity
	:	IN THE
vs	:	CIRCUIT COURT
WILLIAM F. AMRHEIN, et ux, et al	:	FOR
	:	ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER of PUBLICATION heretofore issued herein has been duly published in the Maryland Gazette, a newspaper printed and published in the County of Anne Arundel, Maryland, and the defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them,

It is thereupon, this 28½ day of January, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be, and the same is hereby taken pro confesso against the said Defendants.

Benjamin Michaelson
Judge

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1957 JAN 29 PM 1:05

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ADAM F. HOFF Post Office Box 493 Baltimore 3, Maryland	:	No. 11,897 Equity
	:	IN THE
vs	:	CIRCUIT COURT
WILLIAM F. AHRHEIN, et ux et al	:	FOR
	:	ANNE ARUNDEL COUNTY

FINAL 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 Sections 69 to 121 of Article 81 of the Annotated Code of Maryland (1951 Edition), as amended,

It is, thereupon, this 1st day of March, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, namely:

a) Lot No. 7, Block 1, as shown on the Plat of Locust Grove and recorded among the Plat Records of Anne Arundel County in Plat Book 13, Page 49.

b) Lot Nos. 1, 2, 3, 4, and 31, Block F, as shown on the Plat of Marley Park Beach and recorded among the Plat Records of Anne Arundel County in Plat Book 2, Page 19.

c) Lot Nos. 44 and 45, Block 13, Section A, as shown on the Plat of Herald Harbor, and recorded among the Plat Records of Anne Arundel County in Plat Book 3, Page 33.

d) Lot Nos. 70 and 71, Block 91, Section C, as shown on the Plat of Herald Harbor, and recorded among the Land Records of Anne Arundel County in Plat Book 3, Page 34.

e) Lot Nos. 18, 19, 20, and 21, Block 73, Section E, as shown on the Plat of Herald Harbor, and recorded among the Plat Records of Anne Arundel County in Plat Book 4, Page 14.

f) Lot Nos. 7, 8, 9, 10, and 11, Block 155, Section F, as shown on the Plat of Herald Harbor and recorded among the Plat Records of Anne Arundel County in Plat Book 4, Page 6.

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g) Lot Nos. 55 and 56, Block 13, Section A, as shown on the Plat of Herald Harbor and recorded among the Plat Records of Anne Arundel County in Plat Book 3, Page 33.

h) 1.23 acres of land and improvements situated near Chesterfield in the Second Election District of Anne Arundel County and more specifically described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 466, Folio 235.

and having been sold by the Treasurer of Anne Arundel County on October 11, 1954, for the nonpayment of taxes, be and the same are hereby barred and foreclosed.

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

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

4. That the Plaintiff shall pay the costs of this proceeding.

Benjamin Michaelson
Judge

LIBER 113 PAGE 161

TOBIAS C. PHILLIPS
21 West St., Annapolis, Md.
Plaintiff

VS.

WILLIAM WATKINS
55 Larkin St., Annapolis, Md.,
STATE OF MARYLAND
% C. Ferdinand Sybert,
Attorney General, Suite #_____
5 Mathieson Bldg., 10 Light St.
Baltimore, Md., and
C. Osborne Duvall, State's Attorney
Annapolis, Md.,
CLYDE L. BOZARTH and
NANCY BOZARTH, his wife,
St. Louis County
San Francisco, Calif.

And all persons having or claiming
to have any interest in the
hereinafter described property

Defendants

* IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY # 12,671

***

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, complaining, says: That on or about the 8th day of October, 1956, the certificates of tax sale attached hereto and made a part hereof were issued by Joseph H. Gricsom, Sr., Treasurer of Anne Arundel County and Collector of Taxes for Anne Arundel County and the State of Maryland. The properties mentioned in said certificates are described as follows:

Certificate No. 3,021, all that lot of ground situate in the 6th Election District in the City of Annapolis, Md., described as follows in the said certificate: "Lot and improvements, Block 4 - 4 as situate at 55 Larkin Street and assessed to William Watkins." This property was conveyed to William Watkins by deed dated October 19, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 346, folio 155, by William L. Elliott and Helen F. Elliott, his wife. The amount paid for said certificate was $128.39 and said certificate was sold to T. Phillips, sometimes known as Tobias C. Phillips.

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1958 MAY 16 PM 2:49

The State of Maryland is made a party defendant in this case by reason of Equity No. 11,282 in the office of the Clerk of the Circuit Court of Anne Arundel County, Md., in which case the said William Watkins was found guilty of non-support of certain children and the said William Watkins executed a bond offering this property 55 Larkin Street, as guarantee of his carrying out the order of the Court as therein stated.

Certificate No. 3,020, all that lot of ground situate in the 2nd Election District of Anne Arundel County and described in said certificate as lot 18, Block 14, on a plat of a development known as Severn Grove, said lot of land was sold to the said Clyde L. Bozarth and Nancy Bozarth, his wife, and conveyed by deed dated the 16th day of June, 1932, and recorded among the Land Records of the aforesaid County in Liber W.M.B. 128, folio 39, from Fred E. Kroker. The said lot was sold by tax certificate to T. Phillips, sometimes known as Tobias C. Phillips, for the sum of $16.68.

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

The plaintiff certifies that a careful, diligent search of the land records, law and equity records, tax and assessment records, and the records of the Register of Wills of Anne Arundel County reveal that William Watkins is the holder of the fee simple title of said property by deed dated October 19, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. 346, folio 155, by William L. Elliott and Helen F. Elliott, his wife.

The plaintiff also certifies that a careful, diligent search of all the records set out above reveal that Clyde L. Bozarth and Nancy Bozarth, his wife, are the holders of the fee simple title of said property by deed dated June 16, 1932, and recorded among the aforesaid Land Records in Liber W.M.B. 128, folio 39, from Fred E. Kroker.

The amount necessary for redemption of the aforesaid tax certificate No. 3,021 is as follows: $128.39, with interest from the 8th day of October, 1956, to date, plus penalties, total disbursements of the holder of the certificate of tax sale, and the cost of this suit including advertising, title fee and attorney's fees in accordance with Sec. 69. - 116 inc., with amendments of Article 81, Annotated Code of Maryland (1951 Edition) (and 1957 Edition).

The amount necessary for redemption of the aforesaid tax certificate No. 3,020 is as follows: $16.68 with interest from the 8th day of October, 1956, to date, plus penalties, total disbursements of the holder of the certificate of tax sale, and the cost of this suit indluding advertising, title fee and attorney's fees in accordance with Sec. 69 - 116 inc., with amendments of Article 81, Annotated Code of Maryland (1951 Edition), (and 1957 Edition)

The plaintiff prays for process directed to the above named defendants, whose last known addresses are set out above. The plaintiff also prays for an order of publication directed to all parties in interest in said properties. Attached hereto as Exhibit A are the aforesaid certificates of tax sale. The plaintiff prays this Court to pass a final order foreclosing all rights of redemption of the defendants and all persons having or claiming to have any interest in and to the aforesaid properties described herein.

And, as in duty bound, etc.

Tobias C. Phillips

Tobias C. Phillips, Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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 County aforesaid, personally appeared Tobias C. Phillips, the Plaintiff mentioned in the foregoing Bill of Complaint and made oath in due form of law that the facts, matters and things as set forth in said Bill of Complaint are true to the best of his knowledge, information and belief. AS WITNESS my hand and Notarial Seal.

Clemence C. Burwell

Clemence C. Burwell - Notary Public

LIBER 113 PAGE 164.

A 3020

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. *County Treasurer*, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1956, I sold to J. Phillips at public auction for the sum of 16.68 Dollars and ____ Cents, of which 16 68 Dollars has been paid as a deposit on the property in district #2 described as Lot 18 Blk 14 as situated shown on the plat of Severn Grove

and assessed to Clyde L. & Nancy Bozarth

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Plaintiff's Exhibit #1

Witness my hand and seal, this 9 day of Oct 1956.

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth McLaine
Notary Public.

My Commission Expires ____ 1959

FILED
1958 MAY 16 PM 2:49

4

LIBER 113 PAGE 165

A 3021 **CERTIFICATE OF TAX SALE**

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 8th 1956, I sold to J. Phillips at public auction for the sum of 128.39 Dollars and _____ Cents, of which 128.39 Dollars has been paid as a deposit on the property in dist 6 described as Lot + Imps Blk 4-4 as situated at 55 Larkin St (City taxes) Resale of 1953

and assessed to William Watkins

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Plaintiff's Certificate #

Witness my hand and seal, this 9 day of Oct 1956

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lanning
Notary Public.

My Commission Expires May 6, 1957

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5

TOBIAS C. PHILLIPS
21 West St., Annapolis, Md.
Plaintiff

VS.

WILLIAM WATKINS
55 Larkin St., Annapolis, Md.
STATE OF MARYLAND
% C. Ferdinand Sybert,
Attorney General, Suite #___
5 Mathieson Bldg., 10 Light St.,
Baltimore, Md., and
C. Osborne Duvall, State's Attorney
Annapolis, Md.,
CLYDE L. BOZARTH and
NANCY BOZARTH, his wife,
St. Louis County
San Francisco, Calif.

And all persons having or claiming
to have any interest in the
hereinafter described property
Defendants

*

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY #12,671

***

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties sold in fee simple by the Treasurer of Anne Arundel County as Collector of taxes for the said County and State of Maryland to T. Phillips, also known as Tobias C. Phillips, on the 8th day of October, 1956. The certificates of tax sale having been duly issued, the properties being described on the Treasurer's tax roll as follows:

2nd Election District, lot 18, Block 14, Severn Grove, assessed to Clyde L. Bozarth and Nancy Bozarth, his wife, St. Louis County, San Francisco, California. The tax sale certificate of this lot being No. 3,020.

6th Election District, lot and improvements, Block 4 - 4, as situate at 55 Larkin St., Annapolis, Md., assessed to William Watkins, whose address is 55 Larkin St., Annapolis, Maryland. The tax sale certificate of this lot being No. 3,021. A description,

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as above, appears on the two certificates of tax sale filed with the proceedings.

The State of Maryland, with their legal representatives, as appear above, is made a party to this cause by reason of William Watkins hypothecating the said lot, 55 Larkin Street, as security in Equity No. 11,282 of the Circuit Court of Anne Arundel County, Maryland.

The bill states that none of the properties have been redeemed by any party in interest although more than one year and a day from the date of sale has expired.

It is thereupon this, the 16th 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 successive weeks, before the 23rd day of July, 1958, warning all persons having or claiming to have any interest in the said properties to be and appear in this Court by the 23rd day of July, 1958, and redeem the properties described, and answer the Bill of Complaint, or thereafter a final decree will be rendered, foreclosing all rights of redemption in the properties, and vesting in the Plaintiff a title in fee simple free and clear of all encumbrances.

George T. Cromwell

Clerk

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
EQUITY No. 12,671

TOBIAS C. PHILLIPS
21 West St., Annapolis, Md.
Plaintiff

VS.

WILLIAM WATKINS
55 Larkin St., Annapolis, Md.
STATE OF MARYLAND
Care of C. Ferdinand Sybert,
Attorney General, Suite
5 Mathieson Bldg., 10 Light St.
Baltimore, Md., and
C. Osborne Duvall, State's Attorney
Annapolis, Md.
CLYDE L. BOZARTH and
NANCY BOZARTH, his wife
St. Louis County
San Francisco, Calif.
And all persons having or claiming to have any interest in the hereinafter described property
Defendants

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties sold in fee simple by the Treasurer of Anne Arundel County as Collector of taxes for the said County and State of Maryland to T. Phillips, also known as Tobias C. Phillips, on the 8th day of October, 1956. The certificates of tax sale having been duly issued, the properties being described on the Treasurer's tax roll as follows:

2nd Election District, lot 18, Block 14, Severn Grove, assessed to Clyde L. Bozarth and Nancy Bozarth, his wife, St. Louis County, San Francisco, California. The tax sale certificate of this lot being No. 3,020.

6th Election District, lot and improvements, Block 4—4, as situate at 55 Larkin St., Annapolis, Md. assessed to William Watkins, whose address is 55 Larkin St., Annapolis, Maryland. The tax sale certificate of this lot being No. 3,021. A description, as above, appears on the two certificates of tax sale filed with the proceedings.

The State of Maryland, with their legal representatives, as appear above, is made a party to this cause by reason of William Watkins hypothecating the said lot, 55 Larkin Street, as security in Equity No. 11,282 of the Circuit Court of Anne Arundel County, Maryland.

The bill states that none of the properties have been redeemed by any party in interest although more than one year and a day from the date of sale has expired.

It is thereupon this, the 16th 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 successive weeks, before the 23rd day of July, 1958, warning all persons having or claiming to have any interest in the said properties to be and appear in this Court by the 23rd day of July, 1958, and redeem the properties described, and answer the Bill of Complaint, or thereafter a final decree will be rendered, foreclosing all rights of redemption in the properties, and vesting in the Plaintiff a title in fee simple free and clear of all encumbrances.

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

LIBER 113 PAGE 168 OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 23, 1958

We hereby certify, that the annexed

Order of Publication

Eq. 12,671 Property

William Watkins

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 July, 1958. The first insertion being made the 22nd day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUN 24 PM 12.00

By D. Tilghman

TOBIAS C. PHILLIPS
21 West St., Annapolis, Md.

Plaintiff

vs.

WILLIAM WATKINS
55 Larkin St., Annapolis, Md.,
STATE OF MARYLAND
c/o C. Ferdinand Sybert,
Attorney General, Suite 1201
Mathieson Building, 10 Light St.
Baltimore, Md., and
C. Osborne Duvall, State's Attorney
Annapolis, Md.,
CLYDE L. BOZARTH and
NANCY BOZARTH, his wife
St. Louis County
San Francisco, California

and all persons having or claiming to have any interest in the hereinafter described property

Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Equity #12,671

A N S W E R

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of the State of Maryland by C. Ferdinand Sybert, Attorney General, James H. Norris, Jr., Special Assistant Attorney General and C. Osborne Duvall, State's Attorney, to the Bill of Complaint filed herein respectfully shows:

1. That as to Certificate No. 3,021, issued on or about October 8, 1956, a William Watkins did, on or about March 19th , 1955, execute a bond offering the property described in Certificate No. 3,021 and known as 55 Larkin Street as guarantee of his carrying out the order of this Court in Equity No. 11,282, a non support case.

2. That otherwise, the Defendant has no knowledge of the matters and things alleged in said Bill of Complaint and submits its rights and interests to the protection of this

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Honorable Court.

And as in duty bound, etc.

C. Ferdinand Sybert
C. Ferdinand Sybert
Attorney General

James H. Norris, Jr.
James H. Norris, Jr.
Spec. Asst. Attorney General

C. Osborne Duvall
C. Osborne Duvall
State's Attorney

Attorneys for Defendants

I hereby certify that on this 3rd day of July, 1958, a copy of the above Answer was mailed to Tobias C. Phillips, 21 West Street, Annapolis, Maryland, Plaintiff in the within action, and to William Watkins, 55 Larkin Street, Annapolis, Md. and to Clyde L. Bozarth and Nancy Bozarth, St. Louis County, San Francisco, California, Defendants.

James H. Norris, Jr.
James H. Norris, Jr.
Spec. Asst. Attorney General

TOBIAS C. PHILLIPS, PLAINTIFF
VS.
WILLIAM WATKINS ET AL. DEFENDANTS

* IN THE CIRCUIT COURT
* FOR
ANNE ARUNDEL COUNTY
* EQUITY NO 12,671
*

AFFIDAVIT

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL, TO-WIT:

The affiant, Tobias C. Phillips, first being sworn upon his oath states that he is the plaintiff in the above entitled cause; that the tax records and the assessment records show the last known address of Clyde L. Bozarth and Nancy Bozarth is: CO SS St Louis Co PM SAN FRANCISCO, CALIF. I enquired at the Treasurer's Office for the meaning of the Address. I was told by one that the ### meaning was that the bill should be addressed to the said Bozarth on board a ship the US S ST. LOUIS in care of the Post Master at San Francisco, Calif. I registered a letter as aforesaid which was returned by the postmaster with the notation "NOT LISTED IN THE DISTRIBUTION LIST". When this lot was conveyed to the Bozarths by deed dated June 16, 1932 their address was given as 401- 23rd Street N. W., Washington, D. C. I had this address checked to find their whereabouts and nobody at said address knew the Bozarths. I checked with the U. S. NAVY to see if there is a ship " U S S ST. LOUIS". There has been but not in commission now. I also sent a letter addressed to CLYDE L. BOZARTH & NANCY BOZARTH, ST LOUIS COUNTY, SAN FRANCISCO, CALIF. Notation "Return to writer unclaimed" These letters containing bills of complaint and orders of publications returned, are filed herewith. Exhibits A & B filed herewith

The defendant, William Watkins, was served with summons by the Sheriff of Anne Arundel County and has filed no answer. The State of Maryland was made a party defendant because William Watkins entered into a recognizance bond and pledged lot No. 55 Larkin St. as surety for his appearnce when called before the Circuit Court for Anne Arundel. This bond has never been forfeited

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and Jean Watkins, for whose support, William Watkins, the father was held under the bond to make his appearance when called, is being adopted by one Mr. and Mrs. James Melvin of 1451 Lycoming Street Philadelphia 40, Pa. Affiant visited Mr. James Melvin at said address and found that Jean was there and that she had this year just finished JUNIOR HIGH SCHOOL. And she will enter SENIOR HIGH SCHOOL next fall. Jean is 16 years old and has all the necessaries and a good many of the luxeries of life in this home. Mr. and Mrs. Melvin own their home and Mr. Melvin has a very lucrative position. All of their children are grown and Jean is well taken care of. William Watkins has met all conditions of said bond and the same should be released and discharged.

Tobias E. Phillips
AFFIANT

Taken, subscribed and sworn to before the subscriber, a Notary Public in and for the County of Anne Arundel and state of Maryland, in my said County and State aforesaid, this 8th day of August, 1958, witness my hand and Notarial Seal.

Clarence C. Bricker
Notary Public

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LIBER 113 PAGE 173

TOBIAS C. PHILLIPS PLAINTIFF	*	NO. 12,671 EQUITY
	*	IN THE CIRCUIT COURT
VS.		FOR
WILLIAM WATKINS CLYDE L. BOZARTH AND NANCY BOZARTH	*	ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The defendants, Clyde L. Bozarth and Nancy Bozarth, after order of publication duly published having failed to appear to the bill of complaint and answer the same according to the command of the said order of publication, and the defendant, William Watkins, after being duly served with writ of summons and certified copy of the bill of complaint having failed to appear to the bill of complaint and answer same according to the command of the writ of summons,

It is, thereupon, this 7th day of August, 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 defendants, William Watkins, Clyde L. Bozarth and Nancy Bozarth.

Matthew S. Crane
Judge

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TOBIAS C. PHILLIPS
Plaintiff

VS.

WILLIAM WATKINS
CLYDE L. BOZARTH
NANCY BOZARTH
Defendants

* IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

EQUITY # 12671

***

DECREE

This cause standing ready for hearing and being submitted, the proceedings were read and considered and it appearing that the same was conducted in substantial compliance with Article 81 of the Annotated Code of Maryland (1951 and 57 editions),

It is thereupon this, the 9th day of ~~September~~ October, 1958, by the Circuit Court of Anne Arundel County, Maryland, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendants William Watkins, Clyde L. Bozarth and Nancy Bozarth, his wife, and all persons claiming by, from and under them, and all persons having or claiming to have any interest in the hereinafter described properties which were sold by the Treasurer and Collector of Taxes for Anne Arundel County and for the City of Annapolis and State of Maryland on or about the 8th day of October, 1956 to the Plaintiff for non-payment of taxes, to wit:

a) Lot and improvements in Block 4, 4 as situate on 55 Larkin Street, Annapolis, Maryland, assessed to William Watkins, whose address is 55 Larkin Street, Annapolis, Maryland. The tax sale certificate of the lot being No. 3,021. Said lot was conveyed to William Watkins by deed dated October 19, 1945 and recorded among the Land Records of Anne Arundel County in Liber

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J.H.H. 346, folio 155, from William L. Elliott and Helen F. Elliott, his wife.

b) All that lot of ground situate in the 2nd Election District of Anne Arundel County known as Lot 18, Block 14 in the development known as Severn Grove, assessed to Clyde L. Bozarth and Nancy Bozarth, his wife, whose address is given as USS St. Louis, % Postmaster, San Francisco, California. The tax sale certificate is No. 3,020. Said lot was conveyed to Clyde L. Bozarth and wife by deed dated June 16, 1932, and recorded among the aforesaid Land Records in Liber W.M.B. 128, folio 39, from Fred E. Kroker.

2. That ~~and~~ 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 any encumbrances thereon (except taxes occurring subsequent to date of said sale, and the public assessments to which same is subject) is hereof vested in the Plaintiff, Tobias C. Phillips.

3. That upon the payment of any taxes, interest and penalties occurring subsequent to the date of said sale the Treasurer and Collector of Taxes for Anne Arundel County, City of Annapolis, State of Maryland, will execute a good and sufficient deed conveying said properties to the said Plaintiff.

4. That the Plaintiff shall pay the costs of this proceeding.

Matthew S. Evans
JUDGE

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LIBER 113 PAGE 176

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
ROY M. HORTON and RUTH C.	*	ANNE ARUNDEL COUNTY
HORTON, his wife	*	NO. 12,686 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage

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LIBER 113 PAGE 177 No. 12,686 County
LIBER 1010 PAGE 571

PURCHASE MONEY

This Mortgage, Made this 10th day of March , 1958 ,

by and between Roy M. Horton and Ruth C. Horton, 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 -90- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 9,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

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

BEING known and designated as Lots Nos. 1 and 3, Block "E", as shown on the Plat of Gerard Plaza, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-7, Plat No. 10; now Plat Book 21, Folio 44.

BEING ALSO the same property which the said MORTGAGORS acquired from Roy W. Biddle and Dylys P. Biddle, his wife, by deed of even date herewith and intended to be recorded immediately prior hereto.

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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 $ 45.00 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 $ 45.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

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

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 9,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred. W. Kuethe

Roy M. Horton ..... (SEAL)

..... (SEAL)

Ruth C. Horton ..... (SEAL)

..... (SEAL)

5

LIBER 113 PAGE 180

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

LIBER 1010 PAGE 574

I HEREBY CERTIFY, That on this 20th day of March, 19 56, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Roy M. Horton and Ruth C. Horton, 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 aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

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

Fred. W. Kuethe

Fred. W. Kuethe Notary Public.

Rec'd for record Mar. 22 1956 m at 1.35 P.M.
Mailed to Johns Demyan, Jr.

PURCHASE MONEY
Mortgage
FROM
ROY M. HORTON and
RUTH C. HORTON,
his wife
TO THE
GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3397

Received for Record 22 Day of MARCH 1956, at 1:35 P M and the same day recorded in Liber G.T.C. No. 1010 Fol. 571 Land Records of Anne Arundel County
GEORGE T. CROMWELL, 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,

Secretary. By President.

LIBER 113 PAGE 181

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROY M. HORTON and RUTH C. HORTON, his wife
vs.

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

NO. 12,686 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 & Loan Association of Anne Arundel County and made oath in due form of law that he knows the defendant herein, and that to the best of his 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

Fred. W. Kuethe, Secretary

Affiant

Subscribed and sworn to before me this 23rd day of May, 1958

NOTARY PUBLIC ANNE ARUNDEL COUNTY

Amelia H. Dubman

AMELIA H. DUBMAN

Notary Public

FILED

1958 MAY 23 PM 3:56

6

LIBER 113 PAGE 182

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
ROY M. HORTON and RUTH C.	*	ANNE ARUNDEL COUNTY
HORTON, his wife	*	NO. 12686 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 9,000.00
Interest from the 31st day of December, 1957 to the 31st day of May, 1958	$ 197.50	
Late Fines from the 31st day of January, 1958 to the 31st day of May, 1958	63.20	260.70
		$ 9,260.70
Dues Paid to Date		1,122.73
Total amount due under Mortgage		$ 8,137.97

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 23rd day of May, 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 aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

FILED

1958 MAY 23 PM 3:56

Amelia H. T. Bryan
AMELIA H. T. BRYAN
Notary Public

Judicial 13—Maryland—Mortgagee's o orney's Bond (1-55) ⊙

LIBER 113 PAGE 183

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 9 PAGE 339

BOND OF Attorney

TO SELL Real Estate

No. 12,686 Equity

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 Nine Thousand and 00/100 - - - - - - - - - - - - - - - - - Dollars ($ 9,000.00), 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 23rd day of June , 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 Roy M. Horton and Ruth C. Horton, his wife to Glen Burnie Savings and Loan Association bearing date the 20th day of March , 19 56 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1010 Folio 571 and

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

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

John Demyan, Jr.

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

Signed, sealed and delivered

in the presence of

Fred W. Nethe

John Demyan, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara

Howard J. McNamara
Attorney in fact.

Bond approved this 23d day of June 1958
George T. Cromwell, Clerk

FILED

1958 JUN 23 PM 3:56

8

GEORGE W. SCIBLE - Auctioneer

JOHN DEMYAN, JR., Attorney at Law
16 Crain Highway, S. W.
GLEN BURNIE, MARYLAND

No. 12,686 Equity

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

Lots Nos. 1 and 3, Block "E", Gerard Plaza, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-7, Plat No. 10; now Plat Book 21, folio 44.

PROPERTY LOCATED AT GERARD PLAZA,
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 Roy M. Horton and Ruth C. Horton, his wife, dated March 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1010, folio 571 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, at the Court House Door (Church Circle Entrance), on

TUESDAY
June 24th, 1958

AT 11:00 O'CLOCK A.M.

All those lots of ground, situate, lying and being in Gerard Plaza, Glen Burnie, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 1 and 3, Block "E", as shown on the Plat of Gerard Plaza, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-7, Plat No. 10; now Plat Book 21, folio 44.

BEING ALSO the same property the said Mortgagors acquired from Roy W. Biddle and Dylys P. Biddle, his wife, by Deed dated March 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1010, folio 569.

IMPROVEMENTS: Frame Bungalow.

TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the same by the Circuit Court for Anne Arundel County, and to bear interest at 6% 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.

JOHN DEMYAN, JR.
Attorney named in Mortgage

FILED
1958 JUN 24 AM 11:37

LIBER 113 PAGE 185

No. 12, 1958 Equity

PURCHASER"S AGREEMENT

June 24th, 1958

Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate hereby certify, that it has 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 $ 6,000.00.

WITNESS:

Glen Burnie Savings & Loan Association
of Anne Arundel County, a body corporate

By Fred. W. Kuethe

Fred.W.Kuethe

George Scible-Auctioneer

Purchaser's Name

Glen Burnie, Maryland
Address

Telephone No. So.6-6600

FILED

1958 JUN 24 AM 11:37

10

LIBER 113 PAGE 186

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
ROY M. HORTON and RUTH C.	*	ANNE ARUNDEL COUNTY
HORTON, his wife	*	NO. 12,686 EQUITY

****

REPORT OF SALE

TO THEHONORABLE, 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 Roy M. Horton and Ruth C. Horton, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated March 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1010, folio 571; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, at the Court House Door (Church Circle Entrance) Annapolis, Maryland, Tuesday, June 24, 1958, at 11:00 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---------- at and for the sum of Six Thousand ---------- ($ 6,000.00----------) Dollars, being at that figure the highest bidder therefor, said property being the following:

All those lots of ground, situate, lying and being in Gerard Plaza, Glen Burnie, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

FILED

1958 JUN 24 AM 11:37

BEING known and designated as Lots Nos. 1 and 3, Block "E", as shown on the Plat of Gerard Plaza, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-7, Plat No. 10; now Plat Book 21, folio 44.

BEING ALSO the same property which the said Mortgagors acquired from Roy W. Biddle and Dylys P. Biddle, his wife, by Deed dated March 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1010, folio 569.

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 $1,000.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the same by the Circuit Court for Anne Arundel County, and to bear interest at 6% 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.

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

Respectfully submitted,

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 24 day of June, 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 aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Clemence C. Burwell
Notary Public

12

ORDER NISI

LIBER 113 PAGE 188

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROY M. HORTON and ~~XXXXX~~ RUTH C. HORTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,686 Equity

Ordered, this 24th day of June, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage ~~XXXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of July next.

The report states that the amount of sales ~~XXXX~~ was $ 6,000.00

FILED 1958 JUN 24 AM 11:37

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROY M. HORTON and ~~XXXXX~~ RUTH C. HORTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of August Finally, 1958, that the sale made and reported by the Attorney ~~XXXXX~~ aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney ~~XXXXXX~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1958 AUG -6 PM 3:34

Benjamin Michaelson

Judge

13

LIBER 113 PAGE 189 OFFICE OF

Legal Notice

JOHN DEMYAN, JR.
ATTORNEY AT LAW
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgagee Sale

OF VALUABLE FEE SIMPLE PROPERTY

Lots Nos. 1 and 3, Block "E", Gerard Plaza, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-7, Plat No. 10; now Plat Book 21, folio 44.

Property located at Gerard Plaza, 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 Roy M. Horton and Ruth C. Horton, his wife, dated March 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1010, folio 571 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, at the Court House Door (Church Circle Entrance), on

Tuesday, June 24, 1958 at 11:00 O'clock A.M.

All those lots of ground, situate, lying and being in Gerard Plaza, Glen Burnie, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 1 and 3, Block "E", as shown on the Plat of Gerard Plaza, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-7, Plat No. 10; now Plat Book 21, folio 44.

BEING ALSO the same property which the said Mortgagors acquired from Roy W. Biddle and Dylys P. Biddle, his wife, by Deed dated March 20, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1010, folio 569.

IMPROVEMENTS: Frame Bungalow.

TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the same 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.

JOHN DEMYAN, JR.
Attorney named in the Mortgage.
GEORGE SCIBLE
Auctioneer.

JU-14

14

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 23, 1958

We hereby certify, that the annexed

Mortgage Sale

12686

Roy M. Horton

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of June, 1958. The first insertion being made the 24th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUN 24 PM 12:00

By D. Tilghman

LIBER 113 PAGE 190 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. 12,686 Equity

In the Matter of the Mortgaged Real Estate of ROY M. HORTON and RUTH C. HORTON, his wife

Ordered, this 24th day of June, 1958, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of July next.

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

GEORGE T. CROMWELL, Clerk

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1958

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12686

Roy M. Horton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of July, 1958. The first insertion being made the 26th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 AUG -5 PM 3:18

By: Marie Yates

No. M. G. 4357

15

LIBER 113 PAGE 191

In the Case of

In the Matter of the
Mortgaged Real Estate
of
vs
Roy M. Horton
and
Ruth C. Horton, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,686 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.

August 26, 1958

All of which is respectfully submitted.

Laura R. Jacklung
Auditor.

FILED

1958 SEP -2 AM 10:31

Dr. In the Matter of the Mortgaged Real Estate of Roy M. Horton and Ruth C. Horton, his wife in ac.

To Attorney for Fee, viz:		50 00		
To Attorney for Commissions, viz:		210 85	260	85
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		
Speer Publications, Inc. - handbills		12 42		
U.S. Fidelity & Guaranty Co.-bond premium		36 00		
George W. Scible - auctioneer's fee		25 00		
One-half Federal documentary stamps		3 30		
One-half State documentary stamps		3 30		
Amelia H. Tubman - notary fees		1 00		
Clemence C. Burwell - notary fee		50	145	52
To The Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	5,645	58	5,645	58
			6,103	45
Amount of mortgage claim filed	8,137	97		
Interest from 5/31/58 to 6/24/58 - 24 days	32	98		
	8,170	95		
Cr. Amount allowed above	5,645	58		
Balance subject to decree in personam	2,525	37		

with John Demyan, Jr., Attorney named in Mortgage Cr.

1958							
June	24	Proceeds of Sale		6,000	00		
		Interest on deferred payment of $5,000.00 to 72/28/58 - 34 days		28	33	6,028	33
		Refund 1958 State and County taxes ($119.65) - 6 months 6 days		62	13		
		Refund 1958 water and sewer benefit charges ($25.00) - 6 months 6 days		12	99	75	12
						6,103	45

ORDER NISI

LIBER 113 PAGE 194

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Roy M. Horton and Ruth C. Horton, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,686 Equity.

ORDERED, This 2nd day of ~~August~~ September, 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 6th day of ~~September~~ 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 6th day of ~~September~~ October next.

George T. Cromwell, Clerk

FILED
1958 SEP -2 AM 10:31

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of October, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 OCT 10 PM 3:32

Matthew S. Crooks
Judge

LIBER 113 PAGE 195

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. 12,686 Equity

In the Matter of the Mortgaged Real Estate of
ROY M. HORTON and
RUTH C. HORTON, his wife

Ordered, this 2nd day of September, 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 6th 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 6th day of October next.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
S-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 8, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,686
Auditor Account

Roy M. Horton

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 6th day of October, 1958. The first insertion being made the 4th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED

No. M. C. 45 for 8 1958 OCT 10 AM 10:02

LIBER 113 PAGE 196

V. CHARLES RINAUDO Assignee 2 W. Preston Street	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
JOHN C. OWEN and TRESSIE M. OWEN, his wife	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY

* * * * * * * * * * * No. 12,697 Equity

Mr. Clerk:

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

V. Charles Rinaudo

V. Charles Rinaudo
Attorney

FILED

1958 JUN -4 PM 2:55

FHA Form No. 0127-8-H
(For use under Section 8)
(Effective January 1953)

No. 12,697 Equity

MORTGAGE

LIBER 113 PAGE 197

THIS MORTGAGE, Made this 20th day of May, A. D. 19 55, by and between

John C. Owen and Tressie M. Owen, his wife

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of Five thousand four hundred - - - - - - - - - - - - - Dollars ($5,400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four & one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Loyola Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty dollars and two cents - - - - - - - - - - - - - - - - ~~Dollars~~ ($30.02), commencing on the first day of July, 19 55, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 19 80. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—68345-2

Being known and designated as Lot No. 7, Block G as shown on the Plat of Marwood recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 20.

Improvements known as No. 13 Normandy Drive.

Being same lot of ground in Assignment dated even date herewith and recorded among the Land Records of Anne Arundel County prior hereto from Glen Mar Homes, Inc. to John C. Owen and wife.

May 28, 1958

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

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

WITNESS: Carolyn M. Schmidt

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

James H. Jones

James H. Jones, Vice President

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1958 JUN -4 PM 3:06

& RECORDED IN LIBER GTO NO. 930 FOLIO 71 GEO. T. MARTINELL CLERK

Cassard

*Delete italicized words if Mortgagee is not a Building and Loan Association.

FILED 1958 JUN -4 PM 2:55

Petitioner's Exhibit No. 1

2

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, 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 $72.00 payable in equal semi-annual instalments on the 14th 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 at any other time.

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(c) A sum equal to one-twelfth of one-half of one per centum of the amount of the principal then remaining unpaid under said note as a service charge, to cover the expense of handling the monthly payments on account of taxes, assessments, and fire and other hazard insurance as provided for herein, and the other servicing costs in connection with this mortgage and the note secured hereby.

(*d*) All payments mentioned in the preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under contract of insurance with the Federal Housing Commissioner;
(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
(III) service charge as set forth above;
(IV) interest on the note secured hereby; and
(V) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within **90 days** from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

4

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or James Clarke Murphy, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of $54.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Witness: Regina Graham

Regina Graham

John C. Owen [SEAL]

John C. Owen

[SEAL]

Tressie M. Owen [SEAL]

Tressie M. Owen

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

LIBER 930 PAGE 71

I HEREBY CERTIFY, That on this 20th day of May, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John C. Owen and Tressie M. Owen, his wife the above-named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Regina Graham

Regina Graham Notary Public.

Recorded- 26th May, 1955, at 9 A.M.

LIBER 113 PAGE 200

File in (3)

Equity Case No. 12697

SECTION 8

MORTGAGE WITH SERVICE CHARGE PROVISION

Designed for use as mortgage with annual service charge, to be insured under Section 8 of Title I of the National Housing Act.

STATE OF MARYLAND

Loan No. 24019

MORTGAGE

JOHN C. OWEN AND WIFE

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 26 May, 1955 at 9 o'clock A. M. Same day recorded in Liber No. 1323930 Folio 67 etc., one of the Land Records of A.A. Co. and examined per

JOHN H. HOPKINS, 3rd Clerk

Cost of Records, $ 11.00 Clerk.

No. ..... Insured

under section 8 of Title I of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder

Dated ..... as amended

FEDERAL HOUSING COMMISSIONER

By ..... Authorized Agent.

Date .....

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

U. S. GOVERNMENT PRINTING OFFICE 16—68345-1

LIBER 113 PAGE 201

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE CIRCUIT COURT
VS.	*	FOR
JOHN C. OWEN and TRESSIE M. OWEN, his wife 13 Normandy Drive	*	ANNE ARUNDEL COUNTY IN EQUITY No. 13,697 Equity

* * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from John C. Owen and Tressie M. Owen, his wife, to it dated the 20th day of May, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 930 Folio 67

Original Amount of Loan dated 5/20/55	$5,400.00	
Paid on account of principal	309.67	
Balance Due		$5,090.33
Property Expense Balance, Debit		234.58
		$5,324.91
Interest from December 1, 1957 through May 31, 1958		127.26
		$5,452.17

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, that on this 29th day of May in the year nineteen hundred and fifty-eight, before me, the subscriber, a notary public of the State of Maryland, in and for said city of Baltimore, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association and made oath that the foregoing is a just and true statement of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Carolyn M. Schmidt
Carolyn M. Schmidt, Notary Public

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE MD.

FILED

1958 JUN -4 PM 2:55

6

V. CHARLES RINAUDO, ASSIGNEE 2 W. Preston Street Plaintiff	*	IN THE CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
JOHN C. OWEN and TRESSIE M. OWEN, his wife 13 Normandy Drive Defendants	*	IN EQUITY Docket No._____ Folio_____ Case No. 12697 Equity

* * * * * * * * * * *

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 29th day of May, 1958, before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore aforesaid, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association and made oath in due form of law that he knows the defendant herein and that to the best of his information knowledge and belief

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

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

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

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

James H. Jones
James H. Jones, Affiant

Carolyn M. Schmidt
Carolyn M. Schmidt, Notary Public

FILED
1958 JUN -4 PM 2:55

7

LIBER 113 PAGE 203

RELIANCE INSURANCE COMPANY

ESTABLISHED 1817

HEAD OFFICE. PHILADELPHIA. PENNA.

No. 12,697 Equity

BOND NO. 0-000,670

LIBER 9 PAGE 325

AMOUNT $6,000.00

KNOW ALL MEN BY THESE PRESENTS:

That we, V. Charles Rinaudo, Assignee of Baltimore, Maryland and Reliance Insurance Company of Philadelphia, Pennsylvania 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 and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 2nd day of June in the year nineteen hundred and fifty-eight.

WHEREAS, the above bounden V. Charles Rinaudo by virtue of the power contained in a mortgage from John C. Owen and Tressie M. Owen, his wife to Loyola Federal Savings and Loan Association bearing date the 20th day of May nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County in Liber JHH No. 930 Folio 67 and V. Charles Rinaudo 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 V. Charles Rinaudo do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered)
in the presence of)

Mary Ellen McLean

V Charles Rinaudo
V. Charles Rinaudo

RELIANCE INSURANCE COMPANY

Lorraine B. Bruce

L. A. Burnett
Attorney-in-Fact
L. A. Burnett

Bond approved this 4th day of June 1958.
George F. Cromwell Clerk

FILED
1958 JUN -4 PM 2:55

8

FORM SD 1001-A

LIBER 113 PAGE 204

V. CHARLES RINAUDO ASSIGNEE	*	IN THE
2 W. Preston Street	*	CIRCUIT COURT
VS.	*	FOR
JOHN C. OWEN and TRESSIE M. OWEN, his wife	*	ANNE ARUNDEL COUNTY
13 Normandy Drive	*	IN EQUITY No. 12,697

* *

REVISED STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from John C. Owen and Tressie M. Owen, his wife, to it dated the 20th day of May, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 930 Folio 67

Original Amount of Loan dated 5/20/55	$5,400.00	
Paid on account of principal	309.67	
Balance Due		$5,090.33
Property Expense, Balance, Debit		187.97
		$5,278.30
Interest from December 1, 1957 through June 15, 1958		137.86
		$5,416.16

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 6th day of June, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for said city of Baltimore, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association and made oath that the foregoing is a just and true statement of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Carolyn M. Schmidt
Carolyn M. Schmidt, Notary Public

FILED

1958 JUN -7 AM 9:26

9

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

Assignee's Sale

of Valuable Leasehold Property

SITUATE IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

By virtue of the power and authority contained in a mortgage from John C. Owen and Tressie M. Owen, his wife, dated the 20th day of May, 1955 and recorded among the Land Records of Anne Arundel County in Liber J. H.H. No. 930 Folio 67, the undersigned assignee of said mortgage (default having occurred thereunder) will sell at public auction on the premises, on

Wednesday, July 9, 1958 at 1 o'clock P.M. E.D.S.T.

the following property:

Being known and designated as Lot No. 7, Block G as shown on the Plat of Marwood recorded among the Plat Records of Anne Arundel County in Plat Book No. 25 Folio 20. Improvements known as No. 13 Normandy Drive.

Subject to the payment of an annual ground rent of $72.00 payable in equal semi-annual installments on the 14th days of February and August in each and every year.

The property is improved by a one story frame dwelling containing four rooms and bath with hot air, gas-fired heating system.

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

For further particulars, apply to
V. CHARLES RINAUDO, Assignee,
2 W. Preston Street
Baltimore, Maryland
E. T. NEWELL, Auctioneers

Jy-3

10

LIBER 113 PAGE 205 OFFICE OF

Maryland Gazette

Published by

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

Assignee's Sale

12,697

John C. Owens

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of July, 1958. The first insertion being made the 12th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wildgoose

FILED
JUL -9 PM 3:23

V. CHARLES RINAUDO
[redacted],
Assignee

vs.

JOHN C. OWEN and WIFE
13 Normandy Drive

: IN THE

: CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
[redacted]

: IN EQUITY

: : : : : : : : : : :

No 12,697

REPORT OF SALE

The report of V. Charles Rinaudo [redacted], Assignee of a mortgage made by JOHN C. OWEN and TRESSIE M. OWEN, his wife, to Loyola Federal Savings and Loan Association and duly assigned to V. Charles Rinaudo [redacted], Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of ANNE ARUNDEL [redacted] County in Liber J.H.H. No. 930, folio 67 , and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in THE CAPITAL-GAZETTE , a newspaper published in ANNE ARUNDEL [redacted] County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Wednesday, July the 9th, 1958 at 1:00 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situate in ANNE ARUNDEL [redacted] County, State of Maryland, and described as follows:

Being known and designated as Lot No. 7, Block G as shown on the Plat of Marwood recorded among the Plat Records of Anne Arundel County in Plat Book No. 25 Folio 20. Improvements known as No. 13 Normandy Drive.

FILED

1958 JUL 11 AM 9:22

//

Ground Rent $ 72.00 Per Annum

[redacted]

AND your Assignee sold the above described property unto

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

for the sum of $ 5000 ,00 being at that price the highest bidder therefore, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

V. Charles Rinaudo

[redacted] Assignee

V. Charles Rinaudo

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 10th day of July, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Richard D. Biggs, the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Elizabeth M. Herr

Elizabeth M. Herr, Notary Public

My commission expires May 4, 1959

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ORDER NISI

LIBER 113 PAGE 208

V. Charles Rinaudo, Assignee

versus

John C. Owen and Tressie M. Owen, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,697 Equity

Ordered, this 11th day of July, 19 58, That the sale of the Property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee,

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

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

George T. Cromwell Clerk.

True Copy,

FILED 1958 JUL 11 AM 9:22

TEST: Clerk.

(Final Order)

V. Charles Rinaudo, Assignee

versus

John C. Owen and Tressie M. Owen, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of August Finally, 1958 that the sale made and reported by the Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Byrne Judge

FILED

1958 AUG 20 PM 3:11

13

LIBER 113 PAGE 209 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. 12,697 Equity

V. CHARLES RINAUDO,
Assignee
VERSUS
JOHN C. OWEN and
TRESSIE M. OWEN, his wife

Ordered, this 11th day of July, 1958. That the sale of the property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

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

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 - Order - Eq. 12697

John C. Owen

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 18th day of August, 1958. The first insertion being made the 17th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

FILED
1958 AUG 12 PM 1:10

No. M.G. 2745

14

In the Case of

V. Charles Rinaudo,
Assignee
vs.
John C. Owen
and
Tressie M. Owen, his wife

In the
Circuit Court
For
Anne Arundel County
No. 12,697 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.

August 25, 1958

All of which is respectfully submitted.

Laura R. Jacklung
Auditor.

FILED
1958 AUG 28 PM 1:31

Dr. in ac.

V. Charles Rinaudo, Assignee vs. John C. Owen and Tressie M. Owen, his wife

To Assignee for Fee, in lieu of fee and commissions, as agreed, viz:	250	00	250	00
To Assignee 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 Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	41	24		
Capital-Gazette Press - order nisi (sale	8	00		
Capital-Gazette Press - order nisi (acct	6	00		
The Sun - advertising sale	23	70		
Reliance Insurance Co. -bond premium	30	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
Judgment Report	1	00		
Registered mail		63		
Carolyn M. Schmidt - notary fees	1	50		
Elizabeth M. Herr - notary fee		50		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75	144	07
To Loyola Federal Savings and Loan Ass'n mortgagee - this balance on account mortgage claim	4,552	93	4,552	93
			5,000	00
Amount of mortgage claim filed	5,416	16		
Interest on $5,090.33 from 6/15/58 to 7/9/58 - 24 days @ 4%	15	28		
	5,431	44		
Cr. Amount allowed above	4,552	93		
Balance subject to decree in personam	878	51		

16

LIBER 113 PAGE 212

with V. Charles Rinaudo, Assignee Cr.

1958				
July	9	Proceeds of Sale	5,000 00	5,000 00
				5,000 00

ORDER NISI LIBER 113 PAGE 213

V. Charles Rinaudo,
Assignee

VERSUS

John C. Owen

and

Tressie M. Owen, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,697 Equity.

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

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6th day of ~~September~~ 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 6th day of ~~September~~ October next.

George T. Cromwell Clerk

FILED
1958 AUG 28 PM 1:32

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of October, 19 58, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 OCT 10 PM 3:45

Matthew S. Evans
Judge

18

LIBER 113 PAGE 214 OFFICI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 8, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,697

Auditor account

John C. Owen

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 6th day of October, 1958. The first insertion being made the 4th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,697 Equity

V. CHARLES RINAUDO, Assignee
VERSUS
JOHN C. OWEN and
TRESSIE M. OWEN, his wife

Ordered, this 28th 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 6th 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 6th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

S-18

FILED

OCT 10 AM 10: 03

No. M. G. 4569 1958

19

In the matter of the mortgaged	:	No. 12578 Equity
real estate of Ila F. Hensley,	:	In the Circuit Court for
divorced	:	Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file the certified copy of mortgage herewith.

William W. Townshend, Jr.
Attorney named in mortgage

FILED

1958 APR -1 AM 10:03

LIBER 113 PAGE 216 No. 12,578 Equity

LIBER 1034 PAGE 282

PURCHASE MONEY

This Mortgage,

made this 6th day of June in the year one thousand nine hundred and fifty-six, between

ILA F. HENSLEY, divorced, of , in the State of Maryland, hereinafter called Morrgagor(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 FIVE HUNDRED DOLLARS - - - - - - - - - - - - - - - - - - ($6,500.00)

Dollars, being a parr 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 rare of 6 % per annum, in the manner following:

By the payment of FIFTY SIX DOLLARS - - - - - - - - - - - - - - - - - - ($56.00) 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 sixth 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 morrgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all those lot(s) of ground situate and lying in Fifth Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at the intersection of the northwesterly line of Hampton Road (30 ft. wide) with the northeasterly line of Charles Road (40 ft. wide) as shown on Plat 3 of Linthicum Heights filed among the Plat Records of Anne Arundel County in Plat Book 15, Folio 18; thence from said beginning point running along the northeasterly line of Charles Road as now used North 59° 52' 34" West, 78 ft.; thence leaving said road and running North 30° 07' 26" East, 77.90 ft.; thence South 66° 21' 16" East, 68.71 ft. to a point in the northwesterly line of said Hampton Road; thence along the northwesterly line of said road, South 23° 38' 44" West, 86.21 ft. to the place of beginning. Being portions of Lots 151 and 152 as shown on Plat 3 of Linthicum Heights filed as aforesaid.

BEING the same property conveyed to the within-named Mortgagor by Modern Estates, Inc., by assignment of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1958 APR -1 AM 10:03

2

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

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

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

3

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

And the said Mortgagor(s), for herself, her 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 forclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and 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 aforegoing covenants for thirty days.

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

Ila F. Hensley (SEAL)

(SEAL)

(SEAL)

LIBER 1034 PAGE 285

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 6th day of June in the year one thousand, nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ila F. Hensley, divorced, 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

Rec'd for record June 8, 1956 at 9:07 A.M.
Mailed to Wm. H. Townsend, Jr.

LIBER 413 PAGE 219

5

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Mortgage as recorded in Liber G. T. C. No. 1034 Folio 282, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 31st day of March, A. D., 1958.

George T. Cromwell Clerk.

GEORGE T. CROMWELL

6

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Bldg., South St.
Annapolis, Md.

LIBER 113 PAGE 221

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

OF No. 12,598 Equity

VALUABLE IMPROVED LEASEHOLD PROPERTY

Under and by virtue of a power of sale contained in a mortgage from Ila F. Hensley, divorced, dated June 6, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1034, Folio 282, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, APRIL 29, 1958

at 2:00 o'clock P.M.

All those lots or parcels of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the same at the intersection of the northwesterly line of Hampton Road (30 ft. wide) with the northeasterly line of Charles Road (40 ft. wide) as shown on Plat 3 of Linthicum Heights filed among the Plat Records of Anne Arundel County in Plat Book 15, Folio 18; thence from said beginning point running along the northeasterly line of Charles Road as now used North 59° 52' 34" West, 78 ft.; thence leaving said road and running North 30° 07' 26" East, 77.90 ft.; thence South 66° 21' 16" East, 68.71 ft. to a point in the northwesterly line of said Hampton Road; thence along the northwesterly line of said road, South 23° 38' 44" West, 86.21 ft. to the place of beginning. Being portions of Lots 151 and 152 as shown on Plat 3 of Linthicum Heights filed as aforesaid.

Being the same property conveyed unto Ila F. Hensley by Modern Estates, Inc., by assignment dated June 6, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1034, Folio 280.

The above property is improved by a dwelling with modern conveniences and is subject to an annual ground rent of $96.00.

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Maryland Gazette
April 3, 10, 17 and 24

FILED
1958 APR -1 AM 10:04

LIBER 113 PAGE 222

In the Matter of the	:	No. 12,595 Equity
Mortgaged Real Estate	:	IN THE
of Ila F. Hensley, divorced	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

(1) said 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.

William W. Townshend, Jr.
Attorney named in Mortgage

Subscribed and sworn to before
me this 15th day of April, 1958.

Alice Gary

Alice Gary, Notary Public

My commission expires 5/4/59

FILED

1958 APR 16 AM 10:40

In the matter of the mortgaged : No. 12,548 Equity
real estate of Ila F. Hensley, : In the Circuit Court for
divorced : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Ila F. Hensley, divorced, dated June 6, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1034, Folio 282 ----------		$6,500.00
Total amount paid on principal	$ 515.76	
Credit expense account	97.68	613.44
		$5,886.56
Interest 1/1/58 to 4/29/58		119.68
Total amount of mortgage indebtedness		$6,006.24

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of April, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage and he acknowledged the aforegoing statement of mortgage claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Alice Gary
Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1958 APR 16 AM 10:40

9

Attorney's Bond.

1-369

No. 12,598 Equity

NEW AMSTERDAM CASUALTY COMPANY

262853

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we William W. Townshend Jr., of Towne-Worth Building, Annapolis, 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 SIXTY-FIVE HUNDRED AND 00/100 ($6500.00) - - - - - - - - - - - - - - - - - - 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 22nd - - - - - - - - - - - - - - - - - - - day of April - - - - - - - - in the year nineteen hundred and fifty-eight.

Whereas, the above bounden William W. Townshend Jr.

by virtue of the power contained in a Mortgage from Ila F. Hensley - divorced

bearing date the 6th - - - - day of June nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1034, Folio 282, and

Lots 151 and 152-Plat 3 - 5th Election District
Anne Arundel County - Maryland

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

Now the Conditions of this Obligation are Such, That if the above bounden William W. Townshend Jr. does 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

Alice Sary

Witness as to Surety:

M.S. Kraus
M.S. Kraus

William W. Townshend Jr. (Seal)
William W. Townshend Jr.

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols
R.H. Nichols Attorney-in-Fact

FILED
1958 APR 24 AM 9:31

Bond approved this 24th day of April 1958
George T. Cromwell, Clerk

10

ROBERT H. CAMPBELL - Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Bldg., South St.
Annapolis, Md.

ATTORNEY'S SALE

OF VALUABLE

IMPROVED LEASEHOLD PROPERTY

Under and by virtue of a power of sale contained in a mortgage from Ila F. Hensley, divorced, dated June 6, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1034, Folio 282, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, April 29, 1958

AT ~~2:00~~ 2:45 O'CLOCK P.M.

All those lots or parcels of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the same at the intersection of the northwesterly line of Hampton Road (30 ft. wide) with the northeasterly line of Charles Road (40 ft wide) as shown on Plat 3 of Linthicum Heights filed among the Plat Records of Anne Arundel County in Plat Book 15, Folio 18; thence from said beginning point running along the northeasterly line of Charles Road as now used North 59° 52' 34" West, 78 ft.; thence leaving said road and running North 30° 07' 26" East, 77.90 ft.; thence South 66° 21' 16" East, 68.71 ft. to a point in the northwesterly line of said Hampton Road; thence along the northwesterly line of said road, South 23° 38' 44" West, 86.21 ft. to the place of beginning. Being portions of Lots 151 and 152 as shown on Plat 3 of Linthicum Heights filed as aforesaid.

Being the same property conveyed unto Ila F. Hensley by Modern Estates, Inc., by assignment dated June 6, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1034, Folio 280.

The above property is improved by a dwelling with modern conveniences and is subject to an annual ground rent of $96.00.

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

For further particulars, apply to:

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

FILED

1958 MAY -5 PM 3:23

No. 12,598
Eq.

Annapolis, Maryland

April 29, 1958

I hereby certify that I have this 29th day of April, 1958, sold the property of William W. Townshend, Jr., known as parts of Lots 151 an d 152, Plat 3 of Linthicum Heights, Fifth Election District, Anne Arundel County, Maryland, unto

Modern Estates, Inc.,

at and for the sum of

Sixty-seven Hundred Eighty-five Dollars --------($6,785.00)

being then and there the highest bidder(s) therefor.

Robert H. Campbell

Annapolis, Maryland
April 29, 1958

I/We hereby certify that I/we have this 29th day of April, 1958, purchased from William W. Townshend, Jr., Attorney, the property known as parts of Lots 151 and 152, Plat 3 of Linthicum Heights, Fifth Election District, Anne Arundel County, Maryland, at and for the sum of

Sixty-seven Hundred Eighty-five Dollars -------($6,785.00)

and I/we hereby agree to comply with the terms of sale.

Modern Estates, Inc.

By - Seth H. Linthicum Pres.

Purchaser

Seth H. Linthicum, President

FILED

1958 MAY -5 PM 3:23

12

In the matter of the mortgaged real estate of Ila F. Hensley, divorced : No. 12,598 Equity : In the Circuit Court 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, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Ila F. Hensley, divorced, dated June 6, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1034, Folio 282, said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, April 29, 1958, at 2:45 o'clock P.M., and then and there sold the said property to Modern Estates, Inc., at and for the sum of Six Thousand Seven Hundred Eighty-five Dollars ($6,785.00), being at that figure the highest bidder therefor, said property described as follows:

All those lots or parcels of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, as follows: Beginning for the same at the intersection of the northwesterly line of Hampton Road (30 ft. wide) with the northeasterly line of Charles Road (40 ft. wide) as shown on Plat 3 of Linthicum Heights filed among the Plat Records of Anne

FILED

1958 MAY -5 PM 3:23

13

Arundel County in Plat Book 15, Folio 18; thence from said beginning point running along the northeasterly line of Charles Road as now used North 59° 52' 34" West, 78 ft.; thence leaving said road and running North 30° 07' 26" East, 77.90 ft.; thence South 66° 21' 16" East, 68.71 ft. to a point in the northwesterly line of said Hampton Road; thence along the northwesterly line of said road, South 23° 38' 44" West, 86.21 ft. to the place of beginning. Being portions of Lots 151 and 152 as shown on Plat 3 of Linthicum Heights filed as aforesaid.

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: 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 29th day of April, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO.

14

ORDER NISI

LIBER 113 PAGE 229

In the matter of the mortgaged real estate of Ila F. Hensley, divorced xxxxx

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,598 Equity

Ordered, this 5 day of May, 19 58 That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, xxxxxx,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9 day of June next.

The report states that the amount of sale was $ 6,785.00

FILED 1958 MAY 5 PM 3:23

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In the matter of the mortgaged real estate of Ila F. Hensley, divorced xxxxx

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of June, 1958 that the sale made and reported by the Attorney xxxxxx aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney xxxxxx allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew A. Byrne
Judge

FILED
1958 JUN 10 PM 3:29

15

OFFICE OF

LIBER 113 PAGE 230

Maryland Gazette

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

Order Nisi Sale

Eq. 12,598

Ila F. Hensley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of June, 1958. The first insertion being made the 8th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

FILED

1958 MAY 29 PM 3:22

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,598 Equity

In the Matter of the Mortgaged Real Estate of

ILA F. HENSLEY, divorced

Ordered, this 5th day of May, 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 9th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of June next.

The report states that the amount of sale was $6,785.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-29

No. M. G. 2923

16

LIBER 113 PAGE 231

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~vs~~

Ila F. Hensley,
divorced

In the

Circuit Court

For

Anne Arundel County

No. 12,598 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.

August 23, 1958

All of which is respectfully submitted.

Laura H. Jickling
Auditor.

FILED
1958 AUG 25 PM 12:16

17

Dr. In the Matter of the Mortgaged Real Estate of Ila F. Hensley, divorced in ac.

To Attorney for Commissions, viz:	237	14		
To Attorney for Fee, viz:	100	00	337	14
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	52	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	13	25		
New Amsterdam Casualty Co. -bond premium	26	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Alice Gary - notary fees	1	50	159	97
To Attorney for Taxes, viz:				
1957 State and County taxes	115	70		
1958 State and County taxes ($110.27) - adjusted to 4/29/58	36	72	152	42
To Attorney for Ground Rent, viz:				
Annual ground rent of $96.00 adjusted to 4/29/58 - 2 months	16	00	16	00
To Attorney for Benefit Charges, viz:				
Metered water to 6/1/58	25	40	25	40
To United Federal Savings and Loan Ass'n of Glen Burnie, Maryland, mortgagee - in full for mortgage claim	6,006	24	6,006	24
To Ila F. Hensley, mortgagor - this balance	156	03	156	03
			6,904	70

with William W. Townshend, Jr., Attorney named in Mortgage Cr.

1958				
Apr.	29	Proceeds of Sale	6,785 00	
		Interest on deferred payment of $6,285.00 to 8/20/58	119 70	6,904 70
			6,904 70	

19

ORDER NISI LIBER 113 PAGE 234

In the Matter of the Mortgaged Real Estate of VERSUS Ila F. Hensley, divorced

1958 AUG 25 PM 12:16 FILED

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,598 Equity.

ORDERED, This 25th day of August, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29th 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 29th day of September next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of October, 19 58, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 OCT 16 AM 9:39

Matthew S. Evans
Judge

OFFICE F

LIBER 113 PAGE 235

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 8, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,598

Auditor account.

Ila F. Hensley

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 29th day of September, 1958. The first insertion being made the 28th day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,598 Equity

In the Matter of the Mortgaged Real Estate of ILA F. HENSLEY, divorced

Ordered, this 25th 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 29th 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 29th day of September next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

S-11

FILED
1958 OCT 14 AM 9:37

No. M. G. _____

LIBER 113 PAGE 236

IN THE MATTER OF THE SALE OF THE	No. 11,757	Equity
MORTGAGED REAL ESTATE OF	In the	
BENJAMIN F. ANDERSON AND	Circuit Court	
MARTHA M. ANDERSON, his wife	for	
	Anne Arundel County	

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit together with original mortgage from Benjamin F. Anderson and Martha M. Anderson, his wife, to United Federal Savings and Loan Association of Glen Burnie, Maryland, dated July 22nd, 1953, and assignment thereon from United Federals Savings and Loan Association to Harry Anderson and Ruth E. Anderson, his wife, dated May 16th, 1956, and assignment from Harry Anderson and Ruth E. Anderson, his wife, to Thomas J. Curley, dated May 16th, 1956, said last assignment being for the purpose of foreclosure.

Thomas J. Curley

Thomas J. Curley

FILED

1956 MAY 21 AM 11:46

No. 11757
Equity

LIBER 771 PAGE 261

PURCHASE MONEY

This Mortgage, made this 22nd day of July ,

in the year one thousand nine hundred and fifty-three , between Benjamin F. Anderson and Martha M. Anderson, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

LIBER 113 PAGE 237

WHEREAS the said Mortgagee has this day loaned to the said Mortgagors the sum of

NINE THOUSAND DOLLARS- ($9,000.00)

Dollars, being a part 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 6 % per annum, in the manner following:

By the payment of SEVENTY FIVE AND 95/100- - - - - - - ($75.95) 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 22nd day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, 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 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 Mortgagors do grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Seventh Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for said lot at an iron pipe set on the easternmost side of the State Road leading from Churchton to Deale, said iron pipe being set North 24° East, 135.53 ft. from an iron pipe found on the said side of said State Road, which marks the northwestmost corner of that conveyance from James T. and Louise Bias to The Deale Community Association, Inc. An iron pipe marking the southwestmost corner of said Community Association lot was also found distant 149.47 ft. from said pipe found on the northwestmost corner; thence from the point of beginning so fixed and running along said side of said State Road, North 24° East, 200 ft. to an iron pipe here set; thence leaving said side of said State Road and running South 64° 40' East, 200 ft. to an iron pipe set; thence running parallel to said State Road, South 24° West, 200 ft. to an iron pipe set; thence parallel to the second line of this description, North 64° 40' West, 200 ft. to the point of beginning.
BEING the same property conveyed to the within-named Mortgagors by Eliza Jane Crotts, et al, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

*WHEREAS, the said Mortgagors 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 amounts so paid on the principal, the proceeds hereof being a part of the purchase money of the property described herein and conveyed to the Mortgagors by deed of even date.

Filed May 21, 1956, at 11:46 a.m.

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

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

TO HAVE AND TO HOLD the said lot 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 the improvements in as good order and repair as at the present time.

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

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

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

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

And the said Mortgagor s consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any amendments, additions, or supplements 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 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 radification 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 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 thirty-five dollars;

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

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

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 of ground and to execute such other assurances thereof as may be requisite.

Witness the hands and seals of the said Mortgagor s.

WITNESS:

Alice C. Hudak
Alice C. Hudak

Benjamin F. Anderson (SEAL)
Benjamin F. Anderson

Martha M. Anderson (SEAL)
Martha M. Anderson

_____ (SEAL)

State of Maryland, Anne Arundel County, to wit:

LIBER 113 PAGE 240

I HEREBY CERTIFY, that on this 22nd day of July, in the year one thousand, nine hundred and fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Benjamin F. Anderson and Martha M. Anderson, his wife, the above named Mortgagors satisfactorily proven to be the persons whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Alice C. Hudak
Notary Public
Alice C. Hudak

ALICE C. HUDAK NOTARY PUBLIC ANNE ARUNDEL CO., MD.

My commission expires 5/2/55

Recorded: July 27, 1953 at 1 P.M.

Rec'd for record in Liber 27 folio 264 &c. one of the Land Records of Baltimore A-A Co. and examined per Clerk. Received for record 27 July 1953 at 1 o'clock P.M. Same day recorded in Liber folio &c. No. and examined Cost of Record $

Witness: Mary M. Hoff

PURCHASE MONEY MORTGAGE

FROM

BENJAMIN F. ANDERSON AND MARTHA M. ANDERSON, HIS WIFE

TO

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

WM. W. TOWNSHEND, JR.
Attorney
Towne-Worth Bldg.
Annapolis, Md.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1956 MAY 19 AM 10:19 & RECORDED IN LIBER GT NO. 271 FOLIO 264 GEO. T. GROMWELL, CLERK

Benjamin F. Anderson (Seal)
Martha M. Anderson (Seal)
Witness: Ruth E. Anderson

For the purpose of foreclosure.
For Value Received, we hereby assign the within mortgage to Thomas J. Curley
Witness our hands and seals placed hereon the day and year first above written.

May 16th, 1956

Robert C. Ward - President

Norman A. Wieneke - Secretary

As witness the name of the said body corporate by Robert C. Ward, its President, and its corporate seal hereunto affixed, this 16th day of May, 1956.

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

Witness:

No. 11767

For value received The United Federal Savings and Loan Association of Glen Burnie hereby assigns the within mortgage to Harry Anderson and Ruth E. Anderson, his wife, without recourse.

no. 11,757
Equity

LIBER 113 PAGE 241

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas J. Curley as PRINCIPAL and GLOBE INDEMNITY COMPANY, a body corporate of the State of New York, authorized to do business in the State of Maryland, as SURETY, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of Ten Thousand ($10,000.00), DOLLARS, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 12th day of June, 1956.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Benjamin F. Anderson and Martha M. Anderson, his wife to United Federal Savings & Loan Association of Glen Burnie, bearing date on or about the 22 day of July, 1953 the said Thomas J. Curley as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part. AND WHEREAS default has occurred in the payment of the principal and interest aforesaid, and the said Thomas J. Curley as Assignee of said Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

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

Witness:

Mary Hoff

Virginia S. Hubbard

Thomas J. Curley (SEAL)
Thomas J. Curley, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By: John H. Hopkins, IV, Attorney-in-fact
SURETY

Bond approved & filed 12 June 1956
George T. Cochran
Clerk

FILED
1956 JUN 12 AM 9:48

6

Assignee Sale

OF VALUABLE REAL ESTATE

Located at Deale, Known As Uncle Ben's Pit Bar-B-Q Together With a 4-Room Cinder Block Dwelling

Under and by virtue of the power of sale contained in the mortgage dated July 22nd, 1953, from Benjamin F. Anderson and Martha M. Anderson, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 771, folio 261, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland on

TUES., JUNE 12, 1956 At 10 O'clock, AM, DST

All that lot or parcel of ground lying, being and situate in the Village of Deale, adjoining the Deale Community Centre, having a frontage on the State Road of 200 feet and an even depth of 200 feet.

Being the same property which was conveyed unto Benjamin F. Anderson and Martha M. Anderson, his wife, by Chester L. Crotts, et al, by deed dated July 22nd, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 771, folio 259.

IMPROVEMENTS: The above described property is improved by a cinder block store known as Uncle Ben's Pit Bar-B-Q and an additional cinder block dwelling containing four rooms.

TERMS OF SALE: A deposit of ten per cent in cash will be required of the purchaser on the day of sale, balance to be paid upon ratification of sale by the court. Deferred paymants to bear interest at the rate of 6% per annum and to be secured to the satisfaction of the said assignee or all cash at the option of the purchaser.

For further particulars, apply to:
Thomas J. Curley, Assignee
9-11 School Street
Annapolis, Md.

George Scible, Auctioneer. jn-7-

In the Matter of the Sale of the Mortgaged Real Estate of Benjamin F. Anderson and Martha M. Anderson, his wife. : No. 11757 Equity : In the Circuit Court for Anne Arundel County

: : : : : : : : : : :

AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT

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

I hereby certify that upon this 12th day of June, in the year 1956, I sold the within described property unto Charles H. Chidakel, 4219 16th St. Wash. D.C. at and for the sum of Fourteen Thousand One Hundred Fifty Dollars, he being at that figure the highest bidder therefor.

Witness my hand and seal placed hereon the day and year first above written.

Witness: Thomas J. Curley

George Scible, Auctioneer (Seal)

I hereby certify that upon this 12th day of June, in the year 1956, I purchased from George Scible, Auctioneer, the within described property at and for the sum of Fourteen Thousand One Hundred Fifty ($14,150.00) Dollars, and I do hereby agree to comply with the terms of sale.

Witness my hand and seal placed hereon the day and year first above written.

Witness: Charles H. Chidakel (Seal)

FILED
1956 JUN 12 AM 10: 21

No. 11757
Equity

LIBER 113 PAGE 243

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

ADDITIONAL BOND — No. 11,757 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas J. Curley, as Principal and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand One Hundred and Fifty Dollars ($4,150.00) 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 13th day of June, 1956.

WHEREAS by virtue of a power of sale contained in a mortgage from Benjamin F. Anderson and Martha M. Anderson, his wife, bearing date on or about July 22, 1953, the said Thomas J. Curley was 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 was made in the payment of the interest and principal aforesaid, and the said Thomas J. Curley has executed said power and made sale of the property described as aforesaid in said mortgage.

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

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

SIGNED, SEALED AND DELIVERED
in the presence of

Mary M. Hoff
Mary M. Hoff

Virginia S. Hubbard
Virginia S. Hubbard

Thomas J. Curley (SEAL)
Thomas J. Curley, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

FILED
1956 JUN 14 AM 11:28

And approved this 13th day of June 1956
George L. Fitzhugh
Clerk

IN THE MATTER OF THE SALE OF THE	:	No. 11,757 Equity
MORTGAGED REAL ESTATE OF	:	In the
BENJAMIN F. ANDERSON AND	:	Circuit Court
MARTHA M. ANDERSON, his wife	:	for
	:	Anne Arundel County

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Thomas J. Curley, Assignee for the purpose of foreclosure, empowered to sell certain real estate described in a purchase money mortgage from Benjamin F. Anderson and Martha M. Anderson, his wife, to United Federal Savings & Loan Association of Glen Burnie and in these proceeedings hereinbefore mentioned, respectfully shows:

That after giving bond with security for the faithfull performance of his trust, and after having complied with all the other prerequisites, as required by law and prescribed by said mortgage, and giving 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 at least three successive weeks prior to the date of sale, he did, pursuant to said notice, attend at the Courthouse door, Church Circle, Annapolis, Md., on June 12, 1956, at 10:00 AM, and then and there proceeded to sell said property in manner following, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situated in the Seventh Election District of Anne Arundel County and more particularly described as follows:

BEGINNING for said lot at an iron pipe set on the easternmost side of the State Road leading from Churchton to Deale, said iron pipe being set North 24° East, 135,53 feet from an iron pipe found on the said side of said State Road, which marks the northwestmost corner of that conveyance from James T. and Louise Bias to the Deale Community Association, Inc. An iron pipe marking the southwestmost corner of said Community Ass'n lot was also found distant 149.47 feet from said pipe found on the northwestmost corner; thence from the point of beginning so fixed and running along said side of said State Road, North 24° East, 200 feet to an iron pipe here set; thence leaving said side of said State Road and running South 64°40' East, 200 feet to an iron pipe set; thence running parallel to said State Road, South 24° West, 200 feet to an iron pipe set; thence parallel to the second line of this description, North 64°40' West, 200 feet to the

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1956 JUN 14 AM 11:28

point of beginning.
BEING the same property conveyed unto the said Benjamin F. Anderson and Martha M. Anderson, his wife, by deed dated July 22, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 771, folio 259, the grantors being Eliza Jane Crotts et al.
The premises on said lot being known as "Uncle Ben's Pit Barbecue".

And your Assignee sold the above-described property to Charles H. Chidakel, 4219 16th St., NW, Washington, D.C., for the sum of Fourteen Thousand One Hundred Fifty ($14,150.00) Dollars, he being, at that figure, the highest bidder therefor, the terms of said sale being 10% of the purchase price required as a deposit on the day of sale, in compliance with which the said purchaser did deposit the sum of $1415.00, and the balance to be paid upon final ratification of said sale, deferred payments to bear interest at the rate of 6%, taxes, etc. to be adjusted to date of sale.

Respectfully submitted,

Thomas J. Curley

Thomas J. Curley, Assignee

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 13th day of June, 1956, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas J. Curley, Assignee named above, who made oath in due form of law that the matters and things set forth in the foregoing Report are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial:

Mary M. Hoff

Mary M. Hoff,
Notary Public.

10

ORDER NISI

LIBER 113 PAGE 246

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

~~VERSUS~~

BENJAMIN F. ANDERSON and MARTHA M. ANDERSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,757 Equity

Ordered, this 14th day of June, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by Thomas J. Curley, ~~Trustee~~, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of July next.

The report states that the amount of sales ~~to be~~ was $14,150.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

Filed 14 June, 1956, A.M.11.28

(Final Order)

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

~~VERSUS~~

BENJAMIN F. ANDERSON and MARTHA M. ANDERSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of July finally, 19 56, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge.

FILED

1956 JUL 24 PM 3:38

LIBER 113 PAGE 247 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. 11,757 EQUITY
IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL
ESTATE OF
BENJAMIN F. ANDERSON and
MARTHA M. ANDERSON, his wife.

Ordered, this 14th day of June, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Thomas J. Curley, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of July next.

The report states that the amount of sales was $14,150.00.

GEORGE T. CROMWELL, Clerk.

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

jy-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 19, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,757

Benjamin F. Anderson

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 July, 1956. The first insertion being made the 21st day of June, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By H. Leighton

FILED
1956 JUL 24 AM 9:03

No. M.G. 6454

IN THE MATTER OF THE SALE OF THE	: No.	11,757 Equity
MORTGAGED REAL ESTATE OF	:	In the
BENJAMIN F. ANDERSON AND	:	Circuit Court
MARTHA M. ANDERSON, his wife	:	for
	:	Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Harry Anderson and Ruth E. Anderson, his wife, under the assignment to them on May 16th, 1956, of mortgage dated July 22nd, 1958, from Benjamin F. Anderson and Martha M. Anderson, his wife, to United Federal Savings and Loan Association:

Amount of principal and accrued interest due under said mortgage as of date of assignment, May 16th, 1956:	$8324.08
Interest at 6% from 5/16/56 to date of sale, 6/12/56:	36.04
Total:	$8360.12

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 11th day of June, 1956, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Harry Anderson and Ruth E. Anderson, his wife, and made oath in due form of law that the foregoing is a true statement of the amount remaining due them of their mortgage claim described therein, and that they have not received any security or satisfaction therefor other than the assignment of the deed of mortgage in said statement mentioned.

Witness my hand and seal Notarial:

Mary M. Hoff,
Notary Public

FILED
1956 AUG 29 PM 3:31

13

LIBER 113 PAGE 249

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
~~of~~
of
Benjamin F. Anderson
and
Martha M. Andreson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,757 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.

September 5, 1956

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

Dr.

In the Matter of the Sale of the Mortgaged Real Estate of Benjamin F. Anderson and Martha M. Anderson, his wife

			in ac.	
To Assignee for Commissions, viz:	457	36		
To Assignee for Fee (Order of 8/30/56), viz:	100	00	557	36
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	00		
Auditor - stating this account	22	50		
			64	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	36	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premiums	56	60		
George W. Scible - auctioneer's fee	140	00		
Clerk of Court - recording assignments	2	00		
One-half Federal documentary stamps	7	98		
One-half State documentary stamps	7	97		
Mary M. Hoff - notary fees	1	50		
			266	29
To Henry Anderson and Ruth E. Anderson, his wife, assignees of the mortgage filed in these proceedings - in full for mortgage claim filed	8,360	12	8,360	12
To Assignee for Claims Filed, viz:				
(1) John K. Berry - services rendered in connection with audit of the business of mortgagors, filed in No. 4866 Divorces (Order of 8/27/56)	625	00		
(2) John G. Remey - services rendered mortgagors in connection with Federal income tax returns, withholding statements, State unemployment compensation and income tax returns, etc (Order 8/28/56)	250	00		
Storage of sickle bar from 1/1/54 to 8/30/56	160	00		
(3) The Electric Neon Clock Co. - balance due on clock (Order 8/28/56)	122	59	1,157	59
To Benjamin F. Anderson and Martha M. Anderson, his wife - mortgagors - this balance	3,922	43	3,922	43
			14,328	29

15

with

Thomas J. Curley, Assignee

Cr.

1956							
June	12	Proceeds of Sale	14,150	00			
		Interest on deferred payment of $12,735.00 to 7/25/56	95	47	14,245	47
		Refund 1956 State and County taxes adjusted to 6/12/56	82	82	82	82
					14,328	29

LIBER 113 PAGE 252

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~MERRIX~~ Benjamin F. Anderson and Martha M. Anderson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,757 Equity.

ORDERED, This 7th day of September, 1956, 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 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 15th day of October next.

Filed 1956 Sept. 7th
2:53 P.M.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this day of , 19 , that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

6

LIBER 113 PAGE 253

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,757

Auditor Account

Benjamin F. Anderson

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 October, 1956. The first insertion being made the 13th day of September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,757 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of BENJAMIN F. ANDERSON and MARTHA M. ANDERSON, his wife.

Ordered, this 7th day of September, 1956, 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 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 15th day of October next.

GEORGE F. CROMWELL, Clerk.

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

8-27

FILED

1956 OCT 16 AM 8:58

No. M.G. 5731

17A

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~xxx~~
Benjamin F. Anderson
and
Martha M. Anderson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,757 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, the same being a supplemental account in accordance with this Court's Decree dated May 7, 1957:

All of which is respectfully submitted.

October 20, 1958

Laura K. Jibling
Auditor.

FILED
1958 OCT 30 AM 9:43

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Benjamin F. Anderson and Martha M. Anderson, his wife

To Assignee for Commissions, viz:	457	36		
To Assignee for Fee, viz:	100	00	557	36
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - orginal costs	32	00		
Clerk of Court - additional costs	23	75		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Auditor - stating first account	22	50		
Auditor - stating final account	18	00	117	70
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	36	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (first account)	6	00		
Globe Indemnity Co. - original bond premium	56	60		
Globe Indemnity Co. - 1957 bond premium	20	32		
Globe Indemnity Co. - 1958 bond premium	8	47		
George W. Scible - auctioneer's fee	140	00		
Clerk of Court - recording assignments	2	00		
One-half Federal documentary stamps	7	98		
One-half State documentary stamps	7	97		
Mary M. Hoff - notary fees	1	50	295	08
To Henry Anderson and Ruth E. Anderson, his wife, assignees of the mortgage filed in these proceedings - in full for mortgage claim filed	8,360	12	8,360	12
To Assignee for Claims Allowed by Decree of 5/7/57, viz:				
(1) John K. Berry - services rendered in connection with audit of mortgagors' business, filed in #4866 Divorces	500	00	500	00
To Assignee for Expenses of Appeal to Court of Appeals of Maryland from Decree of 5/7/57, viz:				
Irene Hazel - stenographer's fee and transcript of testimony	140	60		
Clerk of Court - transcript of record	7	50		
Appellant's Solicitor's appearance fee	10	00		
Appellee's Solicitor's appearance fee	10	00		
Cost of filing record of appeal	20	00		
Printing Appellant's brief	299	30		
Printing Appellee's brief	89	50	576	90
To O. Bowie Duckett and Louis M. Strauss, Trustees for Benjamin F. Anderson and Martha M. Anderson - this balance in accordance with Decree of 5/7/57	3,921	13	3,921	13
			14,328	29

A

with

Thomas J. Curley, Assignee

Cr.

1956				
June	12	Proceeds of Sale	14,150 00	
		Interest on deferred payment of $12,735.00 to 7/25/56	95 47	14,245 47
		Refund 1956 State and County taxes adjusted to 6/12/56	82 82	82 82
				14,328 29

2

ORDER NISI

LIBER 113 PAGE 257

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

.....

.....

VERSUS

.....

.....

..... No..... Equity.

ORDERED, This.....day of....., 19....., 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..... day of.....next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of.....successive weeks before the .....day of.....next.

.....

In the Circuit Court for Anne Arundel County

upon consent - 6 in favor,

ORDERED BY THE COURT, this 30th day of October, 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 OCT 30 PM 1:37

Benjamin Michaelson

Judge

LIBER 113 PAGE 258

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF BENJAMIN F. ANDERSON AND MARTHA M. ANDERSON, HIS WIFE	:	IN THE
	:	CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
	:	NO. 11,757 EQUITY

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

We hereby consent to immediate ratification of Auditor's Supplemental Report in the above.

Louis M. Strauss,
Attorney for Benjamin F. Anderson

O. Bowie Duckett
Attorney for Martha M. Anderson

FILED

1958 OCT 30 AM 9:45

22

LIBER 113 PAGE 259

ELVIRA BOONE FAGAN CHANEY
and
PAUL M. CHANEY, her husband
716 Giddings Avenue
West Annapolis
Annapolis, Maryland

Complainants

vs.

IRVING H. BOONE, JR.
Springfield State Hospital
Sykesville, Maryland
and
OLGA BOONE, his wife
23 Bloomsbury Square
Annapolis, Maryland
and
COUNTY TRUST COMPANY OF MARYLAND
Annapolis, Maryland
Successor to County Corporation
of Maryland

Defendants

NO. 12,716 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

: : : : : : : : : :

BILL FOR REFORMATION OF DEED

To the Honorable, the Judges of said Court:

Your orators, complaining say:

1. That they are the owners of certain property located on Northwest Street in the City of Annapolis, improved by a furniture storage warehouse and more particularly described in a deed from Edward G. Chaney, Trustee, to Paul M. Chaney and Elvira Boone Chaney, his wife, dated May 27, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 935, folio 272. A certified copy of said deed being filed herewith and marked "Complainants' Exhibit No. 1".

2. That Edward G. Chaney, Trustee, acquired said property from Elvira Boone Chaney and Paul M. Chaney, her husband, by deed dated May 27, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 935, folio 269. A certified copy of said deed being filed herewith and marked "Complainants' Exhibit No. 2".

FILED

1958 JUN 18 AM 12:15

Clerk Circuit Ct. A. A. Co.

3. That said property was conveyed by the County Corporation of Maryland, a body corporate of the State of Maryland, to Elvira B. Fagan and Isaac W. Boone by deed dated April 8, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 290, and by Confirmatory Deed from the County Corporation of Maryland to Elvira B. Fagan and Isaac W. Boone, dated October 15, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 189, folio 279. The originals of said deeds being filed herewith and marked "Complainants' Exhibit No. 3" and "Complainants' Exhibit No. 4".

4. That in the aforementioned deed dated April 8, 1937, the property was granted in the granting clause as follows: "the said party of the first part has bargained and sold and by these presents doth grant and convey unto the said Elvira B. Fagan and Isaac W. Boone, their heirs and assigns, in fee simple,". The habendum in said deed reading as follows: "To have and to hold the above described lots of ground to and unto the proper use and benefit of the said Elvira B. Fagan and Isaac W. Boone, their heirs and assigns, forever, in fee simple, as joint tenants, and not as tenants in common."

5. That by the confirmatory deed dated October 15, 1938, the said property was granted in the granting clause as follows: "the said party of the first part has bargained and sold and by these presents does grant, convey and confirm unto the said Elvira B. Fagan and Isaac W. Boone, their heirs and assigns,". The habendum of said confirmatory deed being as follows: "To have and to hold the above described lot or parcel of land to and unto the proper use and benefit of the said Elvira B. Fagan and Isaac W. Boone, their heirs and assigns, forever, as joint tenants, and not as tenants in common."

6. That Elvira B. Fagan married Paul M. Chaney on December 16, 1950.

7. That Isaac W. Boone was unmarried and died on or about July 21, 1944, leaving surviving him his mother, Elizabeth B. Boone.

8. That the said Elizabeth B. Boone died intestate on or about October 28, 1950, leaving surviving her as her only heirs at law, three children: Eleanor B. Straw of Richmond, Virginia; one of your complainants, Elvira Boone

Fagan Chaney; and a son, Irving H. Boone, Jr., who is a mental patient at the Springfield State Hospital, Sykesville, Maryland. The said Irving H. Boone, Jr. having intermarried with Olga Boone.

9. That a mistake was made in the drafting of the aforementioned deed and confirmatory deed from the County Corporation of Maryland to Elvira B. Fagan and Isaac W. Boone; it being the intention of the parties that the property be conveyed as joint tenants and not as tenants in common, and the granting clauses of said deeds should have so stated.

10. That the hereinabove mentioned mistake was mutual and it was the intention of the parties to said deeds to convey a fee simple title to said property to Elvira B. Fagan and Isaac W. Boone as joint tenants and not as tenants in common.

11. That at the time of the death of Isaac W. Boone he was a member of the Armed Forces of the United States and lost his life overseas.

12. That prior to the said Isaac W. Boone's entering the Armed Forces, he and your complainant, Elvira Boone Fagan Chaney operated and conducted the business known as the Annapolis Storage Company, and during the time said business was being operated, receipts from said business were used to pay off existing indebtedness against said property and to also acquire other property, to wit: Numerous government savings bonds, which were held by Isaac W. Boone and Elvira Boone Fagan as joint tenants, as well as certain lots in West Annapolis which were held as joint tenants.

13. That all funds in connection with the operation of the business of the Annapolis Storage Company were held in joint accounts and the whole operation was a joint venture with the intention that the business and real estate would pass to the survivor of Isaac W. Boone and Elvira B. Fagan.

14. That since the death of Isaac W. Boone, your complainant, Elvira Boone Fagan Chaney has paid all taxes, insurance, repairs and upkeep on the property set forth in the hereinabove mentioned deeds from County Corporation of Maryland to Elvira B. Fagan and Isaac W. Boone.

15. That since the conveyances to the said Elvira B. Fagan and Isaac W. Boone from the County Corporation of Maryland by the hereinabove mentioned deed dated April 8, 1937, and confirmatory deed dated October 15, 1938, your complainant, Elvira Boone Fagan Chaney, believed that she held a good fee simple title to the property hereindescribed as a joint tenant with Isaac W. Boone and believed that upon his death the absolute fee simple title to said property became vested in her, free and clear of any defect or encumbrances.

16. That your complainant, Elvira Boone Fagan Chaney, did not know of the discrepancies between the granting clauses and the habendum clauses in the aforesaid deeds until recently when she and her husband, Paul M. Chaney, attempted to sell said property and this defect was called to their attention.

17. That Eleanor B. Straw, the sister of your complainant, Elvira Boone Fagan Chaney, and daughter of Elizabeth B. Boone, together with her husband, Eldred R. Straw, have by Quit Claim Deed dated November 4, 1957, and recorded among the Land Reocrds of Anne Arundel County in Liber G.T.C. No. 1164, folio 208, conveyed all their right, title and interest in and to the property described in the aforesaid deed from the County Corporation of Maryland to Elvira B. Fagan and Isaac W. Boone, dated April 8, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 290, and by confirmatpry deed dated October 15, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 189, folio 279. The original of said Quit Claim Deed is filed herewith and marked "Complainants' Exhibit No. 5".

To the end, therefore,

1. That the deed from County Corporation of Maryland to Elvira B. Fagan and Isaac W. Boone dated April 8, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 290, and the Confirmatory Deed from County Corporation of Maryland to Elvira B. Fagan and Isaac W. Boone, dated October 15, 1938, and recorded among the Land Records

of Anne Arundel County in Liber F.A.M. No. 189, folio 279, be construed to vest in Elvira B. Fagan Chaney a fee simple title as the surviving joint tenant with Isaac W. Boone, now deceased; and that the aforesaid deeds be so reformed as to conform to the intention of the parties to convey the title held by County Corporation of Maryland to Elvira B. Fagan and Isaac W. Boone as joint tenants and not as tenants in common.

2. That a decree be passed decreeing that said property is now held by Elvira Boone Fagan Chaney and Paul M. Chaney, her husband, as tenants by the entireties, in fee simple, free and clear of any claim, right, title, or interest of Irving H. Boone, Jr. and Olga Boone, his wife, and County Trust Company of Maryland.

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

May it please your Honor to grant unto your orators the writ of subpoena, directed to the said Irving H. Boone, Jr. who address is Springfield State Hospital, Sykesville, Maryland; Olga Boone, his wife, whose address is 23 Bloomsbury Square, Annapolis, Maryland; and County Trust Company of Maryland, whose address is Annapolis, Maryland, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Elvira Boone Fagan Chaney

Elvira Boone Fagan Chaney, Complainant

R. Tilghman Brice, III, Solicitor
for the Complainants

Paul M. Chaney

Paul M. Chaney, Complainant

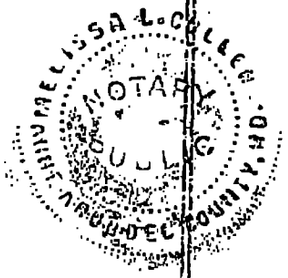
STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 13th day of June, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ELVIRA BOONE FAGAN CHANEY and PAUL M.

5

CHANEY, her husband, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.



Melissa L. Cullen
Notary Public

LIBER 935 PAGE 272 LIBER 113 PAGE 265

No Stamps required Etc

No 12,716 Equity

Def. Exhibit No. 4
No. Equity

THIS DEED, made this 21st day of May, in the year Nineteen Hundred and Fifty-Five, by and between EDWARD G. CHANEY, as Trustee, party of the first part, and PAUL M. CHANEY and ELVIRA BOONE CHANEY, his wife, parties of the second part, all of Anne Arundel County, Maryland.

WHEREAS, PAUL M. CHANEY and ELVIRA BOONE CHANEY, his wife, by deed of even date herewith and recorded prior hereto among the Land Records of Anne Arundel County aforesaid, did convey unto the said EDWARD G. CHANEY, as Trustee, the property hereinafter referred to, in special trust and confidence, nevertheless, that he immediately reconvey the hereinafter referred to property to the said PAUL M. CHANEY and ELVIRA BOONE CHANEY, his wife, their heirs and assigns, absolutely, in fee simple, forever;

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the said EDWARD G. CHANEY, as Trustee, does hereby grant and convey unto the said PAUL M. CHANEY and ELVIRA BOONE CHANEY, his wife, as tenants by the entireties, their heirs and assigns, absolutely, in fee simple, forever, the following designated and referred to lots or parcels of ground and the improvements thereupon:

First: All those three lots of ground situate, lying and being on Northwest Street, in the City of Annapolis, Maryland, which are fully described in a deed from the County Corporation of Maryland to Elvira B. Fagan and Isaac W. Boone (the said Isaac W. Boone having since departed this life) which deed is dated April 8, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161 at folio 290; and as the said three parcels were resurveyed, corrected and described together as one in a Confirmatory Deed from and unto the same parties which was dated the 15th day of October, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 189 at folio 279.

Second: All that lot or parcel of ground situate,

FILED
1958 JUN 18 AM 12:15

7 Clerk error E & L D

COMPLAINANTS' EXHIBIT NO. 1

lying and being on Giddings Avenue, in the City of Annapolis, (formerly West Annapolis, Second Election District of Anne Arundel County), Maryland, which lot is fully described in a deed from Emma Wells Tucker, widow, to Elvira B. Fagan and Isaac W. Boone (the said Isaac W. Boone having since departed this life), which deed is dated January 14, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 230 at folio 362.

Third: Allthat lot or parcel of ground situate, lying and being on Giddings Avenue, in the City of Annapolis, (formerly West Annapolis, Second Election District of Anne Arundel County), Maryland, which lot is fully described in a deed from Francis O. White, Jr., widower, to Elvira B. Fagan and Isaac W. Boone (the said Isaac W. Boone having since departed this life), which deed is dated March 11, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 216 at folio 21.

Fourth: Allthat lot or parcel of ground situate, lying and being on the Southwest side of Southgate Avenue in the City of Annapolis, Maryland, and being designated as Lot No. "1" in Block "L" on Melvin's Plat of Murray Hill, duly recorded among the Land Records of Anne Arundel County, Maryland, in Liber G. W. No. 1, folio 17, the same being specifically designated in a deed from Harry T. Connolly and Marguerite T. Connolly, his wife, to Paul M. Chaney, the said deed being dated May 24, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 184 at folio 4.

Fifth: All of that premises, land and improvements, known as the Rear of 151-153 West Street, in the City of Annapolis, Maryland, being that Rear portion of 153-151 West Street which was devised unto Paul M. Chaney by Item 4 of the Last Will and Testament of Richard G. Chaney, late of Anne Arundel County, deceased, which document is recorded in the Office of the Register of Wills for Anne Arundel County in Liber W.M.H. No. 1 at folio 169.

Sixth: All of that tract, lot and parcel of ground situate, lying and being at the Southeast intersection of West Street and Southgate Avenue,(being designated as "Chaney's Storage Warehouse"), being that property which was devised unto the said Paul M. Chaney by Item of the Last Will and Testament of Richard G. Chaney, late of Anne Arundel County, deceased, which document is recorded in the Office of the Register of Wills for Anne Arundel County in Liber W.M.H. No. 1 at folio 169.

BEING the identical properties which were conveyed unto the above named party of the first part, as Trustee, from the above named parties of the second part by deed of even date herewith which deed is intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

TOGETHER with thebuildings and improvements thereon,

and all the rights, roads, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property with appurtenances to and unto the proper use and benefit of them the said PAUL M. CHANEY and ELVIRA BOONE CHANEY, his wife, as tenants by the entireties, their heirs and assigns, absolutely, in fee simple, forever.

WITNESS the hand and seal of the above named party of the first part, as Trustee, on the day and in the year first above written.

Attest:

Edward G. Chaney, Trustee (SEAL)
EDWARD G. CHANEY, Trustee

Mildred F. Bean
Mildred F. BEAN

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of May, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD G. CHANEY, Trustee, and acknowledged the foregoing to be his act and deed.

WITNESS my hand and seal Notarial on the day and in the year first above written.

RECORDED NOTARY PUBLIC ANNE ARUNDEL

Mildred F. Bean
Mildred F. BEAN Notary Public.

Recorded-11th-June-1955-at-11:25-A.M.

9

LIBER 113 PAGE 268

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J. H. H. No. 935 Folio 272, 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 16th day of June, A. D., 1958.

George T. Cromwell, Clerk.

GEORGE T. CROMWELL

LIBER 935 PAGE 269

No Stamps required Edc

Def. Exhibit No. 3

No. 12,716 Equity

LIBER 113 PAGE 269

THIS DEED made this day of May, in the year Nineteen Hundred and Fifty-Five, by and between PAUL M. CHANEY and ELVIRA BOONE CHANEY, his wife, parties of the first part, and EDWARD G. CHANEY, as Trustee, party of the second part, all of Anne Arundel County, Maryland.

WHEREAS, the above named parties of the first part are desirous of transferring the title to the hereinafter referred to property to themselves as tenants by the entireties:

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of Ten ($10.00) Dollars and divers other good and valuable considerations, the said PAUL M. CHANEY and ELVIRA BOONE CHANEY, his wife, do hereby grant and convey unto EDWARD G. CHANEY, as Trustee, his successors and assigns, in special trust and confidence, nevertheless, that he immediately reconvey to the said PAUL M. CHANEY and ELVIRA BOONE CHANEY, his wife, their heirs and assigns, absolutely, in fee simple, forever, the following designated and referred to lots or parcels of ground and the improvements thereupon:

First: All those three lots of ground situate, lying and being on Northwest Street, in the City of Annapolis, Maryland, which are fully described in a deed from the County Corporation of Maryland to Elvira B. Fagan and Isaac W. Boone (the said Isaac W. Boone having since departed this life) which deed is dated April 8, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161 at folio 290; and as the said three parcels were resurveyed, corrected and described together as one in a Confirmatory Deed from and unto the same parties which was dated the 15th day of October, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 189 at folio 279.

Second: All that lot or parcel of ground situate, lying and being on Giddings Avenue, in the City of Annapolis, (formerly West Annapolis. Second Election District of Anne Arundel County), Maryland, which lot is fully described in a deed from Emma Wells Tucker, widow, to Elvira B. Fagan and Isaac W. Boone (the said Isaac W. Boone having since departed this life). which

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Clerk's Office E.A.C.

COMPLAINANTS' EXHIBIT NO. 2

11

deed is dated January 14, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 230 at folio 362.

Third: All that lot or parcel of ground situate, lying and being on Giddings Avenue, in the City of Annapolis, formerly West Annapolis, Second Election District of Anne Arundel County), Maryland, which lot is fully described in a deed from Francis O. White, Jr., widower, to Elvira B. Fagan and Isaac W. Boone (the said Isaac W. Boone having since departed this life), which deed is dated March 11, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 216 at folio 21.

Fourth: All that lot or parcel of ground situate, lying and being on the Southwest side of Southgate Avenue in the City of Annapolis, Maryland, and being designated as Lot No. "1" in Block "L" on Melvin's Plat of Murray Hill, duly recorded among the Land Records of Anne Arundel County, Maryland, in Liber G. W. No. 1, folio 17, the same being specifically designated in a deed from Harry T. Connolly and Marguerite T. Connolly, his wife, to Paul M. Chaney, the said deed being dated May 24, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 184 at folio 4.

Fifth: All of that premises, land and improvements, known as the Rear of 151-153 West Street, in the City of Annapolis, Maryland, being that Rear portion of 153-151 West Street which was devised unto Paul M. Chaney by Item 4 of the Last Will and Testament of Richard G. Chaney, late of Anne Arundel County, deceased, which document is recorded in the Office of the Register of Wills for Anne Arundel County in Liber W.M.H. No. 1 at folio 169.

Sixth: All of that tract, lot and parcel of ground situate, lying and being at the Southeast intersection of West Street and Southgate Avenue, (being designated as "Chaney's Storage Warehouse"), being that property which was devised unto the said Paul M. Chaney by Item of the Last Will and Testament of Richard G. Chaney, late of Anne Arundel County, deceased, which document is recorded in the Office of the Register of Wills for Anne Arundel County in Liber W.M.H. No. 1 at folio 169.

TOGETHER with the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above referred to and designated property with appurtenances unto and to the proper use and benefit of him the said EDWARD G. CHANEY, as Trustee, his successors and assigns, in fee simple, in special trust and confidence, nevertheless, that he immediately reconvey the said property unto the above mentioned PAUL M. CHANEY and ELVIRA BOONE CHANEY,

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his wife, their heirs and assigns, absolutely, in fee simple, forever.

WITNESS the hands and seals of the above named parties of the first part on the day and in the year first above written.

Attest:

PAUL M. CHANEY (SEAL)

ELVIRA BOONE CHANEY (SEAL)

Joseph H. Griscom, Sr. (As to Both)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this day of May, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared PAUL M. CHANEY and ELVIRA BOONE CHANEY, his wife, and acknowledged the foregoing to be their respective act and deed.

WITNESS my hand and seal Notarial on the day and in the year first above written.

Mildred F. Bean Notary Public.

Recorded-11th-June-1955-at-11:25-A.M.

13

LIBER 113 PAGE 272

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J. H. H. No. 935 Folio 269, 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 16th day of June, A. D., 1958.

George T. Cromwell Clerk.

GEORGE T. CROMWELL

LIBER 113 PAGE 273

Def. Exhibit No. 1
No. 12716 Equity

No. 12,716 Equity

THIS DEED, made this 8th day of April, in the year Nineteen Hundred and Thirty-seven (1937), by and between County Corporation of Maryland, a body corporate of the State of Maryland, party of the first part, and Elvira B. Fagan and Isaac W. Boone, of Anne Arundel County, State of Maryland, parties of the second part, Witnesseth:-

THAT for and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations, paid it by the parties of the second part, the receipt whereof by the party of the first part is hereby acknowledged, the said party of the first part has bargained and sold and by these presents doth grant and convey unto the said Elvira B. Fagan and Isaac W. Boone, their heirs and assigns, in fee simple,

ALL those lots of ground situate, lying and being on Northwest Street, in the City of Annapolis, Maryland, and described as follows:

BEGINNING for the same at a point on the southwest side of Northwest Street, in the City of Annapolis, distant 185 feet in a northwesterly direction from the intersection of Northwest and Calvert Streets; and running thence South 22 degrees West 105 feet; thence South 34½ degrees 8¾ feet to a point in the line of a 12 foot alley leading out of Clay Street to the rear of the lot hereby described; thence North 62 degrees West 36½ feet; thence North 22 degrees East 126¾ feet to the line of Northwest Street; thence with the line of said Street 32½ feet to the beginning.

4.W.27
SC 3 36

Second. Beginning at the east line of Lot No. 4 in a Survey of the Real Estate of Nicholas Brewer, at a point South 10 degrees East 55.55 feet, the northeast corner of said lot; and running across said lot North 79¼ degrees West 79.55 feet to a stake on the west line thereof; and thence on and with said line South 10 degrees West 58.5 feet to a stake; thence South 63 degrees East 84 feet

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COMPLAINANTS' EXHIBIT NO. 3

to intersect the east line of said Lot at a point 139 feet from the line of Northwest Street; thence with the east line of said lot North 83 degrees 45 feettto the beginning; with an easement of 8 feet over an 8 foot alley from Northwest Street to the property hereby described, and then over a 6 foot alley on the northeast side of said lot.

Third. Being a lot of ground lying between Clay Street and Northwest Street, in the City of Annapolis; beginning for the same at the corner of a brick building known as the Annapolis Storage and Transfer Building, said corner being the southeast corner of a lot formerly owned by Edward Weiss, fronting on Northwest Street; and running from thence South 63 degrees 45 minutes East 10 feet; thence South 8 degrees 30 minutes West 28 feet to the north side of an 8 foot alley; thence with said alley North 61¾ degrees west 41.30 feet; Thence South 8 degrees 30 minutes West 2 feet; thence North 82 degrees, 30 minutes West 58½ feet; thence North 10 degrees East 59.07 feet; thence South 63 degrees East 84 feet; thence South 10 degrees West 4.65 feet; thence South 63¾ degrees East 13.20 feet to the place of beginning.

BEING the identical property which was conveyed to the County Corporation of Maryland by the County Trust Company of Maryland by deed dated April 2, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 138, folio 195.

TOGETHER with the buildings and improvements thereon and all and every the rights, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lots of ground to and unto the proper use and benefit of the said Elvira B. Fagan and Isaac W. Boone, their heirs and assigns, forever, in fee simple, as joint tenants, and not as tenants in common.

AND the said party of the first part hereby covenants that

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it will warrant specially the title to the property hereby conveyed, and that it will execute such other and further assurances thereof as may be requisite or necessary.

IN TESTIMONY WHEREOF, the party of the first part has caused these presents to be executed by its President, whose signature is duly attested by its Secretary, and its corporate seal affixed hereto.

COUNTY CORPORATION OF MARYLAND

Attest:

J. Alan Coad
President

W. Gordon Kitchen
Asst. Secretary

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I hereby certify that on this 9th day of April, in the year 1937, before, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared J. ALAN COAD President of County Corporation of Maryland, and acknowledged the foregoing instrument of writing to be the act and Deed of said body corporate, and further, that he is duly authorized to make this acknowledgement.

Witness my hand and Notarial Seal.

Laura L. Dorsey
NOTARY PUBLIC

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ANNAPOLIS WATER CO.
WATER BILLS PAID TO MAR 31 1937
George E. Frank, Collector.

This will [illegible] named in this Deed [illegible] ferred as provided by Act of 1923.
Katherine E. Linthicum, Clerk.

I hereby certify that the property named in this deed has been transferred as provided by act 1920.
R. Harry Arnold,

LIBER 113 PAGE 276 E

City Taxes Paid to July 1, 1937.
George F. Quaid, Treasurer.

DEED

From

COUNTY CORPORATION OF MD., a body corporate

To

ELVIRA B. FAGAN and ISAAC W. BOONE

101

3 lots, Northwest Street, Annapolis, Maryland

Received for Record 10" day of April 1937, at 11:15 o'clock A M and same day recorded in Liber F. A. M., No. 161, Fol 290, Land Records of Anne Arundel County,
Clerk.
Frank A. Munroe

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

No. 12,716 Equity

Def. Exhibit No. 2
No. 716 Equity

THIS CONFIRMATORY DEED, made this 15th day of October, in the year Nineteen Hundred and Thirty-eight (1938), by and between County Corporation of Maryland, a body corporate of the State of Maryland, party of the first part, and Elvira B. Fagan and Isaac W. Boone, of Anne Arundel County, State of Maryland, parties of the second part, Witnesseth:-

WHEREAS, by a deed dated the 8th day of April, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 290, the property hereinafter mentioned was conveyed to Elvira B. Fagan and Isaac W. Boone by the party of the first part hereof, and in said deed the property hereinafter described was set out in three separate and distinct tracts. The descriptions contained therein were the result of surveys made a number of years ago, and to consolidate the conveyances into one description, to make corrections of magnetic variations, and to conform to the present line of Northwest Street, these presents are executed.

NOW, THEREFORE, THIS CONFIRMATORY DEED WITNESSETH:- That for and in consideration of the premises and the sum of One Dollar ($1.00), paid it by the parties of the second part, the receipt whereof by the party of the first part is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does grant, convey and confirm unto the said Elvira B. Fagan and Isaac W. Boone, their heirs and assigns, XXXXXXXXXXXXX

ALL that lot or parcel of ground situate, lying and being on Northwest Street, in the City of Annapolis, Maryland, and described as follows:

BEGINNING for the same at a point on the southwest side of Northwest Street, distant 185 feet in a northwesterly direction from the intersection of Northwest Street and Calvert Street; thence leaving Calvert Street and with the southeast side of a warehouse

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South 24 degrees 00 minutes West 109.6 feet to the southeast corner of said building; thence southeasterly 10.7 feet to a pipe set at the end of the south 25 degree West 8 foot line of the conveyance to Stewart Cooper, et al, as recorded in Liber G.W. No. 27, folio 336, on November 11, 1902, which pipe is at a point on the end of a 12 foot alley leading from Clay Street to the lot herein described; thence crossing the end of said 12 foot alley, South 73 degrees 48 minutes West 28.75 feet to a pipe set on the north side of an 8 foot alley, at the beginning of the third line of the third lot as conveyed to Elvira B. Fagan and Isaac W. Boone, by deed recorded on April 10, 1937, in Liber F.A.M. No. 161, folio 290; thence with the lines of said third lot and the second lot therein described, the following: North 66 degrees 39 minutes West 41.3 feet to a pipe on the line of said 8 foot alley; thence South 22 degrees 14 minutes West 2.0 feet; thence North 79 degrees 14 minutes West 58.5 feet to a pipe; thence North 10 degrees 12 minutes East 117.57 feet to a pipe set at the end of the first line of Lot No. 2 as hereinbefore referred to; thence with the said second lot reversed, South 77 degrees 37 minutes East 79.55 feet to a pipe, and South 10 degrees 55 minutes West 83.45 feet to a corner of the third lot; thence with said third lot, South 10 degrees 55 minutes West 4.65 feet to a pipe, and South 59 degrees 13 minutes East 13.2 feet to the southeast corner of the warehouse hereinbefore referred to; thence leaving the third lot and with the northwest side of said warehouse, North 24 degrees 00 minutes East 122.0 feet to the southwest side of Northwest street; thence with said side of said street, South 44 degrees 45 minutes East 32.5 feet to the beginning. According to a survey and plat by Edward Hall, Jr., County Surveyor, in November, 1937.

BEING the same property described in a conveyance to the parties of the second part hereof by the party of the first part

hereof, dated April 8, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 290; the said three tracts as therein described being consolidated into one.

TOGETHER with the buildings and improvements thereon and all and every the rights, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lot or parcel of land to and unto the proper use and benefit of the said Elvira B. Fagan and Isaac W. Boone, their heirs and assigns, forever, XXXXXX XXXXXX as joint tenants, and not as tenants in common.

AND the said party of the first part hereby covenants that it will warrant specially the title to the property hereby conveyed, and that it will execute such other and further assurances thereof as may be requisite or necessary.

IN TESTIMONY WHEREOF, the said County Corporation of Maryland has caused these presents to be executed by its President, whose signature is duly attested by its Secretary, and its corporate seal affixed hereto.

COUNTY CORPORATION OF MARYLAND

J. Allan Coad
President

Assistant Secretary

STATE OF MARYLAND, BALTIMORE CITY, to wit:-

I hereby certify that on this 15th day of October, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared J. Allan Coad, President of County Corporation of Maryland, and acknowledged the foregoing instrument of writing to be the act and Deed of said

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body corporate; and further, that he is duly authorized to make this acknowledgement.

Witness my hand and Notarial Seal.

Laura L. Dorsey
NOTARY PUBLIC

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LIBER 113 PAGE 281

ANNAPOLIS WATER CO.
WATER BILLS PAID TO SEP 30 1938
George E. Frank, Collector G E Frank

This will certify that the property named in this Deed has been transferred as provided by Act of 1935.
Katherine E. Linthicum, Clerk.

I hereby certify that the property named in this deed has been transferred as provided by act.
1938.
R. Harry Arnold
Clerk

City Taxes Paid to July 1, 1939
George F. Quaid, Treasurer.

TAXES PAID TO DEC. 31, 1938
JOSEPH H. PEARCE

CONFIRMATORY DEED

From

COUNTY CORPORATION OF MD., a body corporate

To

ELVIRA B. FAGAN and ISAAC W. BOONE

Lot, Northwest Street, Annapolis, Maryland.

Received for Record 18 day of October 1938, at 9-30 o'clock A M and same day recorded in Liber F. A. M., No 189, Fol 279, Land Records of Anne Arundel County, Frank M Munro Clerk.

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

LIBER 113 PAGE 282

No stamps required. Def. Exhibit No. 1164 PAGE 208

No. _____ Equity

No. 12,716 Equity.

THIS QUIT CLAIM DEED, Made this Fourth day of November in the year nineteen hundred and fifty-seven, by and between ELEANOR B. STRAW and ELDRED R. STRAW, her husband, of the City of Richmond, State of Virginia, of the first part; and ELVIRA BOONE CHANEY and PAUL M. CHANEY, her husband, of Anne Arundel County, State of Maryland, of the second part.

WHEREAS, by Deed dated the 8th day of April, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 290, the County Corporation of Maryland conveyed certain parcels of land on Northwest Street in the City of Annapolis, Maryland, to Elvira B. Fagan and Isaac W. Boone, and

WHEREAS, by Confirmatory Deed dated October 15, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 189, folio 279, the County Corporation of Maryland confirmed the title to the said properties as conveyed by the abovementioned Deed of April 8, 1937, and

WHEREAS, by the Granting Clause of each of the aforementioned Deeds the properties were conveyed and confirmed unto Elvira B. Fagan (now Elvira Boone Chaney) and Isaac W. Boone (her brother), their heirs and assigns, in fee simple, and

WHEREAS, in the Habendum Clause of each of the aforesaid Deeds the following language was used: "To have and to hold the above described lot or parcel of land to and unto the proper use and benefit of the said Elvira B. Fagan and Isaac W. Boone, their heirs and assigns, forever, as joint tenants, and not as tenants in common." and

WHEREAS, question has arisen as to whether the aforesaid properties were conveyed by the aforesaid Deeds to Elvira B. Fagan (now Elvira Boone Chaney) and Isaac W. Boone as joint tenants, or as tenants in common, and

WHEREAS, Isaac W. Boone departed this life intestate on or about July 21, 1944, leaving surviving him his mother, Elizabeth B. Boone, and two sisters, Eleanor B. Straw and Elvira B. Fagan (now Elvira Boone Chaney),

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1958 JUN 18 AM 12:15 COMPLAINANTS' EXHIBIT NO. 5

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and a brother, Irving H. Boone, Jr., and

WHEREAS, Elizabeth B. Boone departed this life intestate on or about October 28, 1950, leaving surviving her a son, Irving H. Boone, Jr., and two daughters, Eleanor B. Straw and Elvira B. Fagan (now Elvira Boone Chaney), and

WHEREAS, by Deed dated May 27, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 935, folio 272, Edward G. Chaney, Trustee, conveyed the hereinafter described property to Elvira Boone Chaney and Paul M. Chaney, her husband, as tenants by the entireties, and

WHEREAS, to eliminate any question as to the title to the hereinafter described property as being vested in Elvira Boone Chaney and Paul M. Chaney, her husband, this Quit Claim Deed is executed.

NOW, THEREFORE, THIS QUIT CLAIM DEED WITNESSETH: That for and in consideration of the premises and the sum of One ($1.00) Dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Eleanor B. Straw and Eldred R. Straw, her husband, do hereby grant, convey and quit claim unto Elvira Boone Chaney and Paul M. Chaney, her husband, all of their right, title, interest and estate, both at law and in equity, and of those claiming by, through, and under them, in and to all those pieces or parcels of land lying and being in the City of Annapolis, Maryland, on Northwest Street and more particularly described in a Deed from the County Corporation of Maryland to Elvira B. Fagan (now Elvira Boone Chaney) and Isaac W. Boone, dated April 8, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 290, and by Confirmatory Deed from the County Corporation of Maryland to Elvira B. Fagan (now Elvira Boone Chaney) and Isaac W. Boone, dated October 15, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 189, folio 279.

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.

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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 Elvira Boone Chaney and Paul M. Chaney, her husband, as tenants by the entireties, their heirs and assigns, in fee simple.

AND the said parties of the first part hereto 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 hands and seals of the said parties of the first part hereto.

WITNESS:

Eleanor B. Straw (SEAL)
Eleanor B. Straw

Janet A. Childress
Janet A. Childress

Eldred R. Straw (SEAL)
Eldred R. Straw

STATE OF VIRGINIA, CITY OF RICHMOND, to wit:

I HEREBY CERTIFY, That on this 4th day of [illegible], 1957, before me, the subscriber, a Notary Public of the State of Virginia, in and for the City aforesaid, personally appeared ELEANOR B. STRAW and ELDRED R. STRAW, her husband, parties of the first part hereto, and they acknowledged the foregoing Quit Claim Deed to be their act.

WITNESS my hand and Notarial Seal.

[illegible] 1/31/60

[illegible]
Pearl Martin Notary Public

PEARL MARTIN NOTARY PUBLIC RICHMOND

Rec'd for record Nov 6 1957 at 4:07 P.M.
Mailed to R. Tilghman, Bruce, III

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ELVIRA BOONE FAGAN CHANEY and PAUL M. CHANEY, her husband 716 Giddings Avenue West Annapolis Annapolis, Maryland	:	
Complainants	:	NO. 12,716 EQUITY
vs.	:	IN THE CIRCUIT COURT
IRVING H. BOONE, JR. Springfield State Hospital Sykesville, Maryland and OLGA BOONE, his wife 25 Bloomsbury Square Annapolis, Maryland and COUNTY TRUST COMPANY OF MARYLAND Annapolis, Maryland Successor to County Corporation of Maryland	:	FOR ANNE ARUNDEL COUNTY
Defendants	:	
: : : :	:	: : : :

ANSWER TO BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

County Trust Company of Maryland, Successor to County Corporation of Maryland, by George E. Rullman, its Attorney, answering the Bill of Complaint filed against it says:

It admits the allegations contained in the first, second, third, fourth and fifth paragraphs of the Bill of Complaint, as the Land Records of Anne Arundel County disclose the facts therein stated.

Answering the sixth paragraph contained in the Bill of Complaint, This Respondent admits the allegation contained therein.

Answering the seventh and eighth paragraphs of the Bill of Complaint, This Respondent neither admits nor denies them.

Answering the ninth and tenth paragraphs, This Respondent believes the allegations to be true as therein stated.

Answering the eleventh paragraph, This Respondent neither admits nor denies the allegation contained therein.

Answering the twelfth, thirteenth, fourteenth, fifteenth and sixteenth paragraphs, This Respondent neither admits nor denies the allegations

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contained therein.

Answering the seventeenth paragraph, This Respondent admits the allegations contained therein as the Land Records of Anne Arundel County disclose the facts therein stated.

And having answered the Bill of Complaint insofar as Your Respondent is advised that it is necessary so to do, prays to be dismissed with its reasonable costs.

And as in duty bound, etc.

George E. Rullman

George E. Rullman, Attorney for
County Trust Company of Maryland
Successor to County Corporation of
Maryland, Defendant

I HEREBY CERTIFY that on this 14 day of July 1958, George E. Rullman, Attorney for County Trust Company of Maryland, Successor to County Corporation of Maryland, personally delivered a copy of this Answer to Bill of Complaint to R. Tilghman Brice, III, Attorney for Complainant.

George E. Rullman

George E. Rullman, Attorney for
County Trust Company of Maryland
Successor to County Corporation of
Maryland, Defendant

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LIBER 113 PAGE 287

ELVIRA BOONE FAGAN CHANEY
and
PAUL M. CHANEY, her husband
716 Giddings Avenue
West Annapolis
Annapolis, Maryland

Complainants

vs.

IRVING H. BOONE, JR.
Springfield State Hospital
Sykesville, Maryland
and
OLGA BOONE, his wife
23 Bloomsbury Square
Annapolis, Maryland
and
COUNTY TRUST COMPANY OF MARYLAND
Annapolis, Maryland
Successor to County Corporation
of Maryland

Defendants

NO. 12,716 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

ANSWER

To the Honorable, the Judges of said Court:

Now comes, Olga Boone, defendant, through her solicitor, Frank W. Forestell, and in answer to the Bill of Complaint filed in the captioned proceedings says:

That she is without personal knowledge of the matters and facts as alleged in paragraphs one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen and seventeen of said Bill of Complaint and therefor she can neither admit nor deny the same but upon proof satisfactory to the Honorable Judge of said Court does hereby consent to the passage of a decree granting the relief as prayed for.

Frank W. Forestall
~~OLGA BOONE~~ Solicitor

Olga Boone
~~Solicitor of Defendant~~ Defendant

Frank W. Forestall
State Office Building
Annapolis, Maryland

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1958 JUL 21 PM 1:45

29

LIBER 113 PAGE 288

NO. 12,716 EQUITY

ELVIRA BOONE FAGAN CHANEY, et al

Complainants

vs.

IRVING H. BOONE, JR., et al

Defendants

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

The petition of Elvira Boone Fagan Chaney, by R. Tilghman Brice, III, her solicitor, one of the plaintiffs in the above entitled cause, respectfully shows:

That Irving H. Boone, Jr., one of the defendants in said cause has been duly summoned, but being incompetent and confined in the Springfield State Hospital, he cannot answer and defend this suit for himself.

Therefore, your petitioner prays the Court to appoint a guardian ad litem to appear and answer for the said Irving H. Boone, Jr. an incompetent.

And as in duty bound, etc.

R. Tilghman Brice, III,
Solicitor for the Plaintiff

ORDERED this 23 day of September, 1958, by the Circuit Court of Anne Arundel County, upon the foregoing petition that Ernest Floriatono be, and he is hereby appointed guardian ad litem to appear and answer for Irving H. Boone, Jr., the incompetent defendant in the above cause.

Matthew J. Evans JUDGE

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30

ELVIRA BOONE FAGAN CHANEY and PAUL M. CHANEY, her husband 716 Giddings Avenue West Annapolis Annapolis, Maryland	:	
Complainants	:	No. 12,716 EQUITY
	:	IN THE CIRCUIT COURT
vs.	:	FOR
IRVING H. BOONE, JR. Springfield State Hospital Sykesville, Maryland and OLGA BOONE, his wife 23 Bloomsbury Square Annapolis, Maryland and COUNTY TRUST COMPANY OF MARYLAND Annapolis, Maryland Successor to County Corporation of Maryland	:	ANNE ARUNDEL COUNTY
Defendants	:	

: : : : : : : :

ANSWER OF GUARDIAN TO BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

The answer of Irving H. Boone, Jr. by Ernest Florestano, guardian ad litem, duly appointed by order of this Court, to the bill of complaint of Elvira Boone Fagan Chaney and Paul M. Chaney against him in this Court exhibited.

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

And as in duty bound, etc.

Ernest Florestano

Ernest Florestano, Guardian Ad Litem

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31

ELVIRA BOONE FAGAN CHANEY
and
PAUL M. CHANEY, her husband
716 Giddings Avenue
West Annapolis
Annapolis, Maryland

Complainants

vs.

IRVING H. BOONE, JR.
Springfield State Hospital
Sykesville, Maryland
and
OLGA BOONE, his wife
23 Bloomsbury Square
Annapolis, Maryland
and
COUNTY TRUST COMPANY OF MARYLAND
Annapolis, Maryland
Successor to County Corporation
of Maryland

Defendants

No. 12,716 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

OPINION AND DECREE

This cause standing ready for hearing, testimony having been taken in open Court, the proceedings having been read and considered and it appearing to the Court that there was a mistake made in the preparation of the Deed from the County Corporation of Maryland to Elvira Boone Fagan and Issac W. Boone dated April 8, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 290, and the Confirmatory Deed from the County Corporation of Maryland to Elvira B. Fagan and Issac W. Boone dated October 15, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 189, folio 279, and that said mistake was a mutual mistake and that it was the intention of the parties that the parcels of land conveyed by the above mentioned Deeds should have been conveyed to Elvira B. Fagan and Issac M. Boone as joint tenants and not as tenants in common and that it was the intention of the parties, Elvira B. Fagan and Issac M. Boone, that the survivor of them should hold the property described in said Deed in fee simple.

It is therefore this 3rd day of November, 1958, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and

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32

decreed that the aforementioned Deed from the County Corporation of Maryland to Elvira B. Fagan and Issac W. Boone dated April 8, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 290 and the Confirmatory Deed from County Corporation of Maryland to Elvira B. Fagan and Issac W. Boone dated October 15, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 189, folio 279, be and the same are hereby reformed and construed to convey the property therein described to Elvira B. Fagan and Issac W. Boone as joint tenants and not as tenants in common, and it is further ordered and decreed that upon the death of Issac W. Boone the fee simple title thereto become vested in Elvira B. Fagan as the surviving joint tenant free and clear of any claim right, title or interest of Elizabeth B. Boone, Irving H. Boone, Jr., Olga Boone and the County Corporation of Maryland or its survivor, the County Trust Company of Maryland.

And it is further adjudged, ordered and decreed that the title to the property, the subject of this suit, is now vested in Elvira Boone Fagan Chaney and Paul M. Chaney, her husband, as tenants by the entireties in fee simple by virtue of a Deed to them from Edward G. Chaney, Trustee, dated May 27, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 935, folio 272.

And it is further ordered that the Plaintiff pay the cost of these proceedings.

Judge

33

LIBER 113 PAGE 292

IN THE MATTER OF THE

DEED OF TRUST

from

A. & F. REALTY COMPANY
2412 N. Charles Street
Baltimore 18, Maryland

to

SAM W. BORDEN and
RICHARD D. BIGGS, TRUSTEES
2 W. Preston Street
Baltimore 1, Maryland

*

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

no. 12,663

Mr. Clerk:

Please docket this suit by titling, file certified copy of the original Deed of Trust marked "Exhibit Number 1" and original of the Deed of Trust Note marked "Exhibit Number 2".

V. Charles Rinaudo

V. Charles Rinaudo

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LIBER 113 PAGE 293
GLB 932 PAGE 502

No. 12,663
Equity

DEED OF TRUST

THIS DEED, Made this 21 day of ~~April~~ June, 1955, by and between Harry A. Applestein, Morton Feldman, Sidney Feldman, Herman Feldman and Laurence A. Applestein, co-partners trading as A & F Realty Company, party of the first part, and James Clarke Murphy and Richard D. Biggs, Trustees, as hereinafter set forth, parties of the second part:

WHEREAS, the party of the first part and Harry A. Applestein and Rena Applestein, his wife, and Herman Feldman and Fannie Feldman, his wife and Sidney Feldman and Gertrude Feldman, his wife and Morton Feldman and Mosita Feldman, his wife, are justly indebted unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated under the laws of the United States, in the principal sum of Three hundred sixty-one thousand six hundred dollars - - -($361,600.00), with interest from date at the rate of five per cent (5%) per annum on the unpaid balance of $33,000.00 for installation of water ~~xxxxxxxx xxxxxxxxx~~ until paid and with interest at the rate of five per cent (5%) per annum on the unpaid balance of $328,600.00 on amounts as advanced until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith interest only being payable monthly on the first day of each month for a period of twelve (12) months from date and principal and interest payable in monthly installments of Three thousand six hundred sixteen dollars ($3616.00) commencing on the first day of ~~April~~, June 1956 andon the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of ~~January~~ March, 1967.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

Now, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part in consideration of the premises and of one dollar, lawful money of the United States of America, to it in hand paid by the parties of the second part, the receipt of which, before the sealing and delivery, of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, the survivor of them, and his or their successors in trust, the following described land and premises, situate in Anne Arundel County, State of Maryland:

All lots shown on Plat of Fernbrook recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 39 together with the beds of all streets, avenues, roads, drives and rights of way shown thereon.

Excepting, however, thereout Lots 2 and 3, Block A which have been previously conveyed.

Being part of property in Deed dated even date herewith and recorded among the Land Records of Anne Arundel County prior hereto from Stanley A. Blumberg et al to Harry A. Applestein et al.

The said Harry A. Applestein and Rena Applestein, his wife, and Herman Feldman and Fannie Feldman, his wife, and Sidney Feldman and Gertrude Feldman, his wife, and Morton Feldman and Mosita Feldman, his wife, join in this Deed of Trust for the purpose of becoming bound under all the covenants, terms and conditions thereof for the repayment of the indebtedness secured by this Deed of Trust but has no interest in the property herein described.

1955 MAY 14 PM 2:21
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Exhibit No. 1

For Deed of Partial Release see Land Record G.T.C. No. 1041 Folio 310 Recorded June 30/56 - 11:22 A.M.

Deed of Partial Release see Land Record G.T.C. No. 1081 Folio 310 Recorded Nov. 23, 1956 at 1:02 P.M.

Partial G.T.C. 1072 442 October 23/56 at 11:15 A.M.

Deed of Partial Release see Land Record G.T.C. No. 1092 Folio 173 Recorded Jan. 12, 1957 at 10:34 A.M.

For Deed of Partial Release see Land Record G.T.C. No. 1110 Folio 31 Recorded April 5, 1957 at 12:10 P.M.
" " " G.T.C. No. 1113 Folio 4 " April 18, 1957 at 11:25 A.M.
" " G.T.C. No. 1128 Folio 38 " June 19, 1957 at 12:39 P.M.
" " G.T.C. No. 1143 Folios 276, 284-298 Recorded August 20, 1957 at 9:01 A.M. and 9:02 A.M.
" " G.T.C. " 1162 " 220 Recorded Oct. 29, 1957 at 10:38 A.M.
" " " 1171 Folio 310 " Dec. 6, 1957 at 10:19 A.M.
" " G.T.C. " 1186 " 439 " Feb. 24, 1958 at 11:09 A.M.
" " G.T.C. " 1169 " 532 " Nov. 6, 1958 at 1:02 P.M.

Mailed to Loyola Fed. S & L Assn. 2-28-56

TOGETHER with all the improvements in anywise appertaining, and all the estate, rights, title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, the survivor of them, and his or their successors in trust, forever in fee simple.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns to use and occupy the said described land and premises, and the rents, issues and profits thereof, to take, have and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at its cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment or demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at five per centum (5%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being

so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one or more parcels at such time and place, and after such previous public advertisement as the party of the second part, or any Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges, and expenses including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessment, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of five per centum (5%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, its administrators, or assigns, upon the delivery and surrender to the purchaser, his, or her, or their heirs, personal representatives or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment:

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay the holder of the said note, 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, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premiums covered hereby (all as estimated by the holder of the note) less all sums already paid therefore, 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 the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

1. Ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums:

2. Interest on the note secured hereby, and

3. Amortization of the principal of the said note

any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute any event of default under this Deed of Trust. The holder of the note may collect a "late charge" and not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15 days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (a) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes, or assessments or insurance premiums, as the case may be such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (a) paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums as the case may be, when the same shall become due and payable, then the party of

the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part balance remaining in the funds accumulated under the provision of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this deed of trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

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

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premium on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses

in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note 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 Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

8. That if any suits, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

9. That he specially warrants the property herein conveyed and that he will execute such further assurance thereof as may be required.

10. Partial releases and deeds of reconveyance in part may be secured upon payment of such sums as may be agreed upon between the parties without necessity of purchaser seeing to the application of said funds.

11. And the said party of the first part hereto, at any time prior to a default in payment of principal and interest on the aforesaid note, shall have the privilege of paying off on account of the entire balance of principal and inter-

est on any one or more of the aforesaid property or properties such sum as may be acceptable to the then holder of the note but not greater than the capitalization at the rate of six per cent (6%) per annum of the amount of any annual ground rent or ground rents which the said party of the first part hereto may create on any one or more of the property or properties hereinbefore described or referred to and upon payment of the said sum for each of said properties the said parties of the second part hereto as trustees, or their successor in trust, with the joinder of the then holder of the note, are herewith empowered to execute and deliver to the said party of the first part, a deed of partial release of the reversionary interest created out of any one or all of the aforesaid properties upon payment to said trustees of the said sum on each of said ground rents and the purchaser or purchasers of said ground rents are herewith relieved from looking to the application of the proceeds of such payment to the aforesaid trustee, or their successors in trust, and the said trustees shall pay to the holder of the note the full amount collected by said trustees, or their successors in trust, for or on account of any ground rent so created and the holder of said note agrees to look solely to the said trustees for such payment and waives any right to demand payment from any purchaser or purchasers of the reversionary or ground rent interest so created; the said parties of the second part as trustees, or their successor in trust, reserve, however, the full and complete title to the leasehold estates when and if created as aforesaid, and also reserve as to said leasehold estates each and every right, power, privilege, and authority granted to them as trustees under this deed of trust. Wherever in this paragraph reference is made to any one or more properties it shall be understood to mean and cover any part or parts of said property or properties, or any interest or estate therein, or any subdivision or subdivisions thereof satisfactory to the trustees.

12. That the Loyola Federal Savings and Loan Association, and its assigns, shall have power to be exercised any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them, by an instrument in writing duly executed, acknowledged and recorded among the Land Records of Baltimore City or County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be

vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this deed of trust; and that the exercise of this right to appoint a successors trustee, no matter how often exercised, shall not be deemed an exhaustion of said rights.

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 hands and seals of one of the hereinabove referred to copartners, parties of the first part and witness the hands and seals of Harry A. Applestein, and Rena Applestein, his wife, and Herman Feldman and Fannie Feldman, his wife, and Sidney Feldman and Gertrude Feldman, his wife and Morton Feldman and Mosita Feldman, his wife.

Witness:

Regina Graham

Harry A. Applestein, Morton Feldman, Sidney Feldman, Herman Feldman, Laurence A. Applestein co-partners trading as A & F Realty Company

BY: Herman Feldman (Seal)
Herman Feldman co-partner

Harry A. Applestein (SEAL)
Harry A. Applestein

Rena Applestein (SEAL)
Rena Applestein

Herman Feldman (SEAL)
Herman Feldman

Fannie Feldman (SEAL)
Fannie Feldman

Sidney Feldman (SEAL)
Sidney Feldman

Gertrude Feldman (SEAL)
Gertrude Feldman

Morton Feldman (SEAL)
Morton Feldman

Mosita Feldman (SEAL)
Mosita Feldman

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY, that on this 26 day of ~~April~~ June, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Herman Feldman one of the co-partners hereinabove referred to and acknowledged the aforegoing Deed of Trust to be his act as such co-partner and also the act of said co-partnership, he having been duly authorized by all of the other co-partners to execute this Deed of Trust; and also personally appeared Harry A. Applestein and Rena Applestein, his wife, and Herman Feldman and Fannie Feldman, his wife, and Sidney Feldman and Gertrude Feldman, his wife and Morton Feldman and Mosita Feldman, his wife, and acknowledged the aforegoing Deed of Trust to be their act.

Witness my hand and notarial seal.

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Regina Graham

Regina Graham, Notary Public

Recorded-3rd-June-1955-at-1:40-P.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing DEED OF TRUST is a true copy, per photostat, as recorded in Liber J.H.H. No.932, folio 562, 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 14th day of May, 1958.

George T. Cromwell, Jr.

George T. Cromwell, Clerk

48584
m/a
2412 N. Charles St.
Balto 18

DEED OF TRUST NOTE

No. 12,663
Equity

$361,600.00

LIBER 113 PAGE 303

FOR VALUE RECEIVED, the undersigned promise to pay to Loyola Federal Savings and Loan Association, or order, the principal sum of Three Hundred sixty-one thousand six hundred dollars - - -($361,600.00) - - - -with interest from date at the rate of five per cent (5%) per annum on the unpaid balance of $33,000.00 for installation of water ~~[illegible]~~ until paid and with interest at the rate of five per cent (5%) per annum on the unpaid balance of $328,600.00 on amounts as advanced until paid said principal and interest being payable at the office of Loyola Federal Savings and Loan Association in Baltimore, Maryland, or in such other place as the holder hereof may designate in writing, interest only being payable monthly on the first day of each month for a period of 12 months from date and principal and interest being payable in monthly instalments of Three thousand six hundred sixteen dollars ($3616.00) commencing on the first day of ~~April~~ June, 1956, and on the first day of each month thereafter until the principal and interest are fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of ~~January~~ March, 1967.

W.T.F. atty.

W.T.F. atty.

If default be made in the payment of any installment under this note, and if such default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due andpayable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Presentment,protest and notice are hereby waived.

Witness the hand and seal of Herman Feldman one of the hereinabove referred to co-partners and witness the hands and seals of Harry A. Applestein and Rena Applestein, his wife, and Herman Feldman and Fannie Feldman, his wife, and Sidney Feldman and Gertrude Feldman, his wife, and Morton Feldman and Mosita Feldman, his wife.

Harry A. Applestein, Morton Feldman, Sidney Feldman, Herman Feldman, Laurence A. Applestein, co-partners trading as A & F Realty Company

BY: Herman Feldman (SEAL)
co-partner

Harry A. Applestein (SEAL)
Harry A. Applestein

Rena Applestein (SEAL)
Rena Applestein

Herman Feldman (SEAL)
Herman Feldman

Fannie Feldman (SEAL)
Fannie Feldman

Sidney Feldman (SEAL)
Sidney Feldman

Gertrude Feldman (SEAL)
Gertrude Feldman

Morton Feldman (SEAL)
Morton Feldman

Mosita Feldman (SEAL)
Mosita Feldman

Witness:

Regina Graham
Regina Graham

Witness :

as to all

FILED
1958 MAY 14 AM 10:45

THIS IS TO CERTIFY that this is the note described in,and secured by a Deed of Trust of even date herewith and in the same principal amount as herein stated to James Clarke Murphy and Richard D.Biggs,Trustee on real estate located in Anne Arundel County,Md. known as all lots in Fernbrook

Dated this 2d day of ~~April~~ June,1955

Regina Graham
Regina Graham,Notary Public

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY, that on this 2d day of ~~April~~ June, 1955, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Herman Feldman one of the co-partners hereinabove referred to and acknowledged the aforegoing Deed of Trust Note to be his act as such co-partner and also the act of said co-partnership, he having been duly authorized by all of the other co-partners to execute this Deed of Trust Note, and also personally appeared Harry A. Applestein and Rena Applestein, his wife, and Herman Feldman and Fannie Feldman, his wife, and Sidney Feldman and Gertrude Feldman, his wife, and Morton Feldman and Mosita Feldman, his wife,and acknowledged said Deed of Trust Note to be their act.

Regina Graham
Regina Graham, Notary Public

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

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LIBER 113 PAGE 304 LIBER 1105 PAGE 176 No. 12,663 Equity

THIS SUPPLEMENTARY MORTGAGE AGREEMENT, made this 4th day of February, 1959, by and between Harry A. Applestein, Morton Feldman, Sidney Feldman, Herman Feldman, Laurence A. Applestein, co-partners trading as A & F Realty Company; and Sam W. Borden and Richard D. Biggs, Trustees as hereinafter set forth and Loyola Federal Savings and Loan Association, a body corporate of the State of Maryland, Beneficiary.

WHEREAS, by a Deed of Trust dated June 2, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 932, folio 562, the aforesaid Harry A. Applestein et al conveyed unto James Clarke Murphy and Richard D. Biggs, Trustees and Loyola FederalSavings and Loan Association, Beneficiary, certain lots of ground on the plat of Fernbrook, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 39; and

WHEREAS, by Declaration dated May 14, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 928, folio 532, the said James Clarke Murphy one of the above named Trustees was succeeded by Sam W.Borden, as Trustee; and

WHEREAS, through inadvertenance Lot No. 1, Block A, as shown on the aforesaid plat was released from the legal operation and effect of the above Deed of Trust, but in fact it was the intention of the parties hereto to release Lot No. 3, Block A on the Plat of Fernbrook, by the description for improvements known as No. 314 Mago Vista Road, Anne Arundel County, State of Maryland.

NOW, THEREFORE, THIS SUPPLEMENTAL MORTGAGE AGREEMENT witnesseth that in consideration of the premises and the sum of $1.00 and other good and valuable considerations, said Harry A. Applestein, Morton Feldman, Sidney Feldman, Herman Feldman, Laurence A. Applestein, co-partners trading as A & F Realty Company, their heirs and assigns, do hereby grant, convey and confirm unto the said Sam W. Borden and Richard D. Biggs, as Trustees, the survivor of them and his or her successors in the trust the following described property situate in Anne Arundel County, being known and designated as Lot No. 1, Block A, as shown on the Plat of Fernbrook, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 39.

IT is further agreed by the parties hereto that no consideration ever had been passed for the aforesaid partial release executed by Sam W.Borden and Richard D. Biggs, Trustees, dated June 28, 1956 and recorded among the Land

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1959 MAY 23 PM 3:37

13

LIBER 113 PAGE 305
LIBER 1105 PAGE 177

Records of Anne Arundel County prior hereto and it is further agreed that the said Harry A. Applestein, Morton Feldman, Sidney Feldman, Herman Feldman, Laurence A. Applestein, co-partners trading as A & F Realty Company, hereby ratify and confirm the aforesaid Deed of Trust and all the terms, covenants and conditions thereof to the same extent, intent and purpose as if Lot No. 1, Block A, shown on the aforesaid Plat of Fernbrook were still a part of the original Deed of Trust, dated June 2, 1955 and recorded among the Land Records of AnneArundel County in Liber JHH No. 932, folio 562, herenabove referred to. It being agreed as hereinbefore setforth by the said Harry A. Applestein, co-partners aforesaid that the above referred to partial release executed by the aforesaid Trustees, dated June 28, 1956 and recorded among the Land Records of Anne Arundel County prior hereto was inadvertently executed and recorded and that the same should have no legal operation and effect whatsoever, no consideration having been paid, therefore to the aforesaid Trustees, or beneficiary under said Deed of Trust.

Witness our hands and seals.

Witness:

Regina Graham

Harry A. Applestein, Morton Feldman, Sidney Feldman, Herman Feldman, Laurence A. Applestein, co-partners trading as A & F Realty Company

BY: Harry A. Applestein (SEAL)
co-partner

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

I HEREBY CERTIFY, that on this 11th day of February, 1957 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Harry A. Applestein one of the co-partners of the Harry A. Applestein, Morton Feldman, Sidney Feldman, Herman Feldman, Laurence A. Applestein, co-partners trading as A & F Realty Company and acknowledged the aforegoing Supplementary Mortgage Agreement to be the act of said co-partnership and his act as one of said co-partners, he having been duly authorized by all of the other co-partners to executed this Supplementary Mortgage Agreement on behalf of said co-partnership.

AS WITNESS my hand and Notarial Seal.

Regina Graham
Notary Seal.

REGINA GRAHAM

NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Mar. 16 1957 at 11:02 AM
Mailed to Beggs, Kirk & Mylander

14

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Supplementary Mortgage Agreement as recorded in Liber. G.T.C. 1105, folio 176, 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 May, 1958, A. D.

George T. Cromwell, Clerk. S.

George T. Cromwell, Clerk

15

No. 12,663 Equity

LIBER 928 PAGE 532

THIS DECLARATION, made this 14th day of May, 1955, by LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, Party of the First Part, and SAM W. BORDEN and RICHARD D. BIGGS, Trustees as hereinafter set forth, Parties of the Second Part;

WHEREAS, by various Deeds of Trust recorded among the Land Records of Baltimore City, Baltimore County, Howard County, Carroll County, Harford County, Cecil County, Prince Georges County, Anne Arundel County and any other County in the State of Maryland, various lots and parcels of ground have been conveyed to James Clarke Murphy and Richard D. Biggs, Trustees, for the uses and purposes therein particularly set forth securing the various promissory notes made to Loyola Federal Savings and Loan Association as beneficiary, and

WHEREAS, Item 12 of said Deeds of Trust provides as follows:

"That the Loyola Federal Savings and Loan Association, and its assigns, shall have power to be exercised any time hereafter to substitute a Trustee or Trustees in place of the Trustee or Trustees herein named, or any of them, by an instrument in writing duly executed, acknowledged and recorded among the Land Records of Baltimore City or County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the Trustee or Trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such Trustee or Trustees shall cease and determine and shall be vested in the Trustee or Trustees named as his or their successors, who shall have the same powers, rights and duties as the Trustee or Trustees so superseded had under this Deed of Trust; and that the exercise of this right to appoint a successor Trustee, no matter how often exercised, shall not be deemed an exhaustion of said rights." and,

NOW, THEREFORE THIS DECLARATION WITNESSETH, That in the exercise and pursuance of the powers and authority vested in it under the aforesaid Item 12 of said Deeds of Trust, Loyola Federal Savings and Loan Association hereby appoints Sam W. Borden and Richard D. Biggs as Trustees in the place and stead of James Clarke Murphy and Richard D. Biggs, Trustees as set forth

UNLOCATED

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Exhibit

16.

in said Deeds of Trust for the purpose of carrying out each and all of the powers, rights and duties of said Trustees under the aforesaid Deeds of Trust.

AS WITNESS the corporate seal of Loyola Federal Savings and Loan Association and the signature of James H. Jones, its Vice-President.

ATTEST:

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Elizabeth M. Herr
Asst Secretary

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

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY, That on this 14th day of May, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared James H. Jones, Vice-President of LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, and acknowledged the aforegoing Declaration to be the act of said body corporate.

AS WITNESS my hand and notarial seal.

ELIZABETH M. HERR NOTARY PUBLIC BALTIMORE, MD.

Elizabeth M. Herr
Notary Public

MY COMMISSION EXPIRES MAY ...

Rec'd for record May 14-1955, at 9 00 a. M.
Per George L. Byerly, Clerk.

REC'D ... MAY ... 1 20 P M & RECORDED ... OF BALTIMORE CITY, LIBER M. L. P. 9791 PAGE 115 M. LUTHER ... CLERK

Recorded: May 23, 1955 at 9 A.M.

17

LIBER 928 PAGE 533

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Declaration, as recorded in Liber J.H.H. 928, folio 532, 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 May, 1958, A. D.

George T. Cromwell, Clerk

George T. Cromwell, Clerk

RELIANCE INSURANCE COMPANY

ESTABLISHED 1817
HEAD OFFICE. PHILADELPHIA. PENNA.

LIBER 9 PAGE 310

BOND NO.
0-000,661

LIBER 113 PAGE 310 AMOUNT $5,000.00

No. 12,663 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Sam W. Borden and Richard D. Biggs of 2 W. Preston Street, Baltimore, Maryland and the Reliance Insurance 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 Five Thousand and 00/100 Dollars ($5,000.00), lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof 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 21st day of May, in the year of our Lord one thousand nine hundred and fifty-eight.

WHEREAS, BY DEED OF TRUST, dated the 2nd day of June nineteen hundred and fifty-five, and left to be recorded among the Land Records of Anne Arundel County on the 21st day of May, 1958, Harry A. Applestein, 3920 Fairview Avenue, Baltimore City, Maryland etal co-partners T/A A. & F. Realty Company of 2412 N. Charles Street, Baltimore, Maryland did grant, bargain and sell, assign and transfer unto Sam W. Borden and Richard D. Biggs, Trustees, as therein named their (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Sam W. Borden and Richard D. Biggs shall faithfully perform the trust reposed in them by said Deed of Trust, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Witness, the hand and seal of the said Sam W. Borden and Richard D. Biggs and the signature of the said Reliance Insurance Company by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered
in the presence of

Carolyn M. Schmidt — Sam W Borden

Carolyn M. Schmidt — Richard D Biggs

RELIANCE INSURANCE COMPANY

Lorraine B. Bauer — L. A. Burnett

Attorney-in-Fact
L. A. Burnett

Bond Approved this 24th day of May, 1958.
George T. Cromwell Clerk

19

FILED
1958 MAY 24 AM 11:13

FORM SD 1001-A

LIBER 113 PAGE 311

IN THE MATTER OF THE

DEED OF TRUST

from

A. & F. REALTY COMPANY
2412 N. Charles Street
Baltimore 18, Maryland

to

SAM W. BORDEN and
RICHARD D. BIGGS, TRUSTEES
2 W. Preston Street
Baltimore 1, Maryland

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,663 Equity

TO THE HONORABLE JUDGE OF SAID COURT:

The Petition of Sam W. Borden and Richard D. Biggs, Trustees, respectfully represents:

1. That on May 14, 1958 they filed a Petition against the A. & F. Realty Company for the purpose of foreclosing and selling various lots and properties in Anne Arundel County.

2. It has now been discovered that the case should have been titled by naming specifically all the partners of A. & F. Realty Company instead of merely referring to A. & F. Realty Company.

3. It is now necessary to amend the titling of the original Petition to docket suit and all subsequent papers by interlineation to read:

IN THE MATTER OF THE
DEED OF TRUST
from
HARRY A. APPLESTEIN
3920 Fairview Avenue
Baltimore City, Maryland
and
Morton W. Feldman
6015 Highgate Drive
Baltimore City, Maryland
and
Sidney Feldman
912 Hooper Avenue
Baltimore County, Maryland
and
Herman Feldman
Garrison Forest Road
Baltimore County, Maryland
and
Laurence A. Applestein, also known as
Lawrence A. Applestein
4026 Westchester Road
Baltimore City, Maryland

INDIVIDUALLY AND CO-PARTNERS
t/a A. & F. REALTY COMPANY

to

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1958 MAY 24 AM 11:13

20

SAM W. BORDEN and
RICHARD D. BIGGS, TRUSTEES
2 W. Preston Street
Baltimore 1, Maryland

WHEREFORE, YOUR PETITIONERS PRAY that this Honorable Court pass an Order granting your Petitioners the right to amend the titling of the Petition and all subsequent papers to read:

IN THE MATTER OF THE
DEED OF TRUST
from
Harry A. Applestein
3920 Fairview Avenue
Baltimore City, Maryland
and
Morton W. Feldman
5015 Highgate Drive
Baltimore City, Maryland
and
Sidney Feldman
912 Hooper Avenue
Baltimore County, Maryland
and
Herman Feldman
Garrison Forest Road
Baltimore County, Maryland
and
Laurence A. Applestein, also known as
Lawrence A. Applestein
4026 Westchester Road
Baltimore City, Maryland

INDIVIDUALLY AND CO-PARTNERS
t/a A. & F. REALTY COMPANY

to

SAM W. BORDEN and
RICHARD D. BIGGS, TRUSTEES
2. W. Preston Street
Baltimore 1, Maryland

And as in duty bound, etc.

V. Charles Rinaudo, Attorney

SAM W. BORDEN, TRUSTEE

RICHARD D. BIGGS, TRUSTEE

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 aforesaid, personally appeared Sam W. Borden and Richard D. Biggs, Trustees, and respectively made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein set forth.

AS WITNESS my hand and Notarial Seal.

CAROLYN M. SCHMIDT, Notary Public

CAROLYN M. SCHMIDT NOTARY PUBLIC

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LIBER 113 PAGE 313

IN THE MATTER OF THE	*	
DEED OF TRUST	*	IN THE CIRCUIT COURT
from	*	FOR
A. & F. REALTY COMPANY 2412 N. Charles Street Baltimore 18, Maryland	*	ANNE ARUNDEL COUNTY
to	*	IN EQUITY
SAM W. BORDEN and RICHARD D. BIGGS, TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	*	No. 12,663.

O R D E R

It is this 26th day of May, 1958, by the Circuit Court for Anne Arundel County In Equity ordered:

That the titling of the Petition and all subsequent papers be amended to read:

IN THE MATTER OF THE DEED OF TRUST
from
Harry A. Applestein
3920 Fairview Avenue
Baltimore City, Maryland
and
Morton W. Feldman
5015 Highgate Drive
Baltimore City, Maryland
and
Sidney Feldman
912 Hooper Avenue
Baltimore County, Maryland
and
Herman Feldman
Garrison Forest Road
Baltimore County, Maryland
and
Laurence A. Applestein, also known as
Lawrence A. Applestein
4025 Westchester Road
Baltimore City, Maryland

INDIVIDUALLY AND CO-PARTNERS
t/a A. & F. REALTY COMPANY

to

SAM W. BORDEN and
RICHARD D. BIGGS, TRUSTEES
2 W. Preston Street
Baltimore 1, Maryland

Matthew S. Evans
JUDGE

FILED
1958 MAY 26 PM 3:49

22

LIBER 113 PAGE 314

IN THE MATTER OF THE	*	IN THE
DEED OF TRUST	*	
from	*	CIRCUIT COURT
HARRY A. APPLESTEIN, ETC.	*	FOR
INDIVIDUALLY AND CO-PARTNERS t/a A. & F. REALTY COMPANY	*	ANNE ARUNDEL COUNTY
to	*	
SAM W. BORDEN and RICHARD D. BIGGS, TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	*	IN EQUITY No. 12,663 Equity

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

CLAIM OF LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Statement of the Claim of Loyola Federal Savings and Loan Association on Note covered by Deed of Trust from Harry A. Applestein, etc. individually and co-partners t/a A. & F. Realty Company to Sam W. Borden and Richard D. Biggs, Trustees, dated the 2nd day of June, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 932 Folio 562

Original Amount of Note dated 6/2/55	$361,000.00	
Paid on account of principal	152,100.00	
Balance Due		$208,900.00
Property Expense Balance, Debit		18,041.48
		$226,941.48
Interest due May 1, 1957 through May 14, 1958		13,229.75
VA Appraisal fee due Lot 11 Block E		20.00
		$240,191.23

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 1st day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland, City of Baltimore, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath that the foregoing is a just and true statement of the amount of the claim under the Deed of Trust Note filed in the said cause now remaining due and unpaid.

Carolyn M. Schmidt
Carolyn M. Schmidt, Notary Public

FILED

1958 JUL -7 AM 9:29

23

RELIANCE INSURANCE COMPANY

ESTABLISHED 1817

HEAD OFFICE. PHILADELPHIA. PENNA.

LIBER 9 PAGE 352

BOND NO. 0-000,686

LIBER 113 PAGE 315

AMOUNT $250,000.00

No. 12,663 Equity

KNOW ALL MEN BY THESE PRESENTS:

That We, Sam W. Borden and Richard D. Biggs, of Baltimore City, Maryland and the Reliance Insurance 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 Two Hundred Fifty Thousand and 00/100 Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof 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 1st day of July, in the year of our Lord one thousand nine hundred and fifty-eight.

WHEREAS, BY DEED OF TRUST, dated the 2nd day of June, nineteen hundred and fifty-five, and left to be recorded among the Land Records of Anne Arundel County on the 2nd day of June, 1955, Harry A. Applestein, etc., Individually and co-partners T/A A. & F. Realty Company did grant, bargain and sell, assign and transfer unto Sam W. Borden and Richard D. Biggs, Trustees, as therein named their (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Sam W. Borden and Richard D. Biggs shall faithfully perform the trust reposed in them by said Deed of Trust, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Witness, the hand and seal of the said Sam W. Borden and Richard D. Biggs and the signature of the said Reliance Insurance Company by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered in the presence of

Carolyn M. Schmidt

SAM W. BORDEN

Carolyn M. Schmidt

RICHARD D. BIGGS

Louanne S. Bauer

RELIANCE INSURANCE COMPANY

Attorney-in-Fact
L. A. Burnett

Bond approved this 7th day of July 1958
George T. Cromwell Clerk

24

FILED

1958 JUL -7 AM 9:30

FORM BD 1061-A

LIBER 113 PAGE 316 OFFICE OF

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

Trustee's Sale

12,663

Harry A. Appleton,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 14th day of July, 1958. The first insertion being made the 5th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUL 11 PM 1:47

By H. Tilghman

V. CHARLES RINAUDO, Solicitor
2 W. Preston Street

Trustee's Sale

OF VALUABLE LEASEHOLD COMPLETED AND NEARLY COMPLETED PROPERTIES

SAID LEASEHOLD PROPERTIES BEING KNOWN AS NOs. 303, 305, 307 309, 311, 400, 405, 407, 409, 413 AND 417 HASKELL DRIVE—Nos. 401, 408, 401, 403, 405, 407, 411, 415 AND 417 STEWART AVENUE—NOs. 404, HOWARD AVENUE—No. 301 HASKELL DRIVE, LOCATED IN THE DEVELOPMENT KNOWN AS "FERNBROOK". AND ALSO ALL THOSE VALUABLE 58 FEE SIMPLE UNIMPROVED LOTS OF GROUND LOCATED IN THE SAME DEVELOPMENT OF "FERNBROOK."

In order to inspect the properties and have an opportunity to be present on the day of sale, proceed south on Ritchie Highway to Jones Station Road, make a left hand turn and go approximately 3 miles on Jones Station Road in an easterly direction until you reach Mago Vista Road. Then turn left and proceed approximately ½ mile in northerly direction on Mago Vista Road. The development is located on the west side of Mago Vista Road opposite a large Anne Arundel County public school.

Under and by virtue of the power and authority contained in a certain Deed of Trust from Harry A. Applestein, etc., individually and co-partners t/a A. & F. Realty Company, to James Clarke Murphy and Richard D. Biggs, Trustees dated June 2, 1955 and recorded on the 3rd day of June, 1955 among the Land Records of Anne Arundel County in Liber G. T. C. No. 932 Folio 562 and under and by virtue of the power and authority contained in a Supplementary Deed of Trust dated February 4, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1105 Folio 176 from Harry A. Applestein, etc., individually and co-partners t/a A. & F. Realty Company. Default having occurred under the terms thereof, the undersigned Trustees, having been substituted Trustees in the place and stead of James Clarke Murphy and Richard D. Biggs, Trustees by Declaration of Loyola Federal Savings and Loan Association dated the 14th day of May, 1955 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 928 Folio 532, will offer for sale at public auction, on the premises, on

Monday, July 14, 1958
Daylight Saving Time
Commencing at 10 O'Clock A.M.

ALL THOSE TWENTY-FOUR LEASEHOLD LOTS OF GROUND AND THE IMPROVEMENTS thereon situated in Anne Arundel County as shown on the Revised Plat of Fernbrook recorded among the Land Records of Anne Arundel County in Plat Book No. 29 Folio 31 and described as follows:

(1)—303 Haskell Drive being known as Lot No. 4 Block A, subject to an annual ground rent of $90.00.

(2)—305 Haskell Drive being known as Lot No. 5 Block A, subject to an annual ground rent of $90.00.

(3)—307 Haskell Drive being known as Lot No. 6 Block A, subject to an annual ground rent of $90.00.

(4) — 309 Haskell Drive being known as Lot 7 Block A, subject to an annual ground rent of $90.00.

(5) — 311 Haskell Drive being known as Lot No. 8 Block A, subject to an annual ground rent of $90.00.

(6) — 400 Haskell Drive being known as Lot No. 1 Block B, subject to an annual ground rent of $90.00.

(7) — 405 Haskell Drive being known as Lot No. 2 Block B, subject to an annual ground rent of $90.00.

(8) — 407 Haskell Drive being known as Lot No. 3 Block B, subject to an annual ground rent of $90.00.

(9) — 409 Haskell Drive being known as Lot No. 4 Block B, subject to an annual ground rent of $90.00.

(10) — 413 Haskell Drive being known as Lot No. 5 Block B, subject to an annual ground rent of $90.00.

(11) — 417 Haskell Drive being known as Lot No. 6 Block B, subject to an annual ground rent of $90.00.

(12) — 404 Howard Avenue being known as Lot No. 7 Block B, subject to an annual ground rent of $90.00.

(13) — 401 Stewart Avenue being known as Lot No. 8 Block B, subject to an annual ground rent of $90.00.

(14) — 408 Stewart Avenue being known as Lot No. 1 Block C, subject to an annual ground rent of $90.00.

(15) — 401 Stewart Avenue being known as Lot No. 2 Block C, subject to an annual ground rent of $90.00.

(16) — 403 Stewart Avenue being known as Lot No. 3 Block C, subject to an annual ground rent of $90.00.

(17) — 405 Stewart Avenue being known as Lot No. 4 Block C, subject to an annual ground rent of $90.00.

(18) — 407 Stewart Avenue being known as Lot No. 5 Block C, subject to an annual ground rent of $90.00.

(19) — 411 Stewart Avenue being known as Lot No. 6 Block C, subject to an annual ground rent of $90.00.

(20) — 415 Stewart Avenue being known as Lot No. 7 Block C, subject to an annual ground rent of $90.00.

(21) — 417 Stewart Avenue being known as Lot No. 8 Block C, subject to an annual ground rent of $90.00.

(22) — 301 Haskell Drive being known as Lot No. 1 Block E, subject to an annual ground rent of $90.00.

(24) — 301 Haskell Drive being known as Lot No. 1 Block A, subject to an annual ground rent of $96.00.

The properties are improved by one story frame dwellings with gas-fired, hot-air heating plant, consisting of five and six rooms and bath.

ALL THOSE FIFTY - EIGHT LOTS OF GROUND situate in Anne Arundel County as shown on the Revised Plat of Fernbrook recorded among the Land Records of Anne Arundel County in Plat Book No. 29 Folio 31 and described as follows:

(1) — Being Lots Nos. 1, 2, 3, 4, 5, 8, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22; 23 and 24 Block "B".

(2) — Being Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 Block "C".

(3) — Being Lots Nos. 1, 2, 3, 4, 5, 6, 7 and 8 Block "D".

(4) — Being Lot No. 6 Block "E".

(5) — Being Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 19 Block "G".

And all that lot of ground as shown on the aforesaid plat and designated as "Community Area" which lot of ground lies in the rear of Lots Nos. 1 to 8 inclusive Block "F" and also all of the right, title and interest in and to the beds of the roads, streets, easements and rights of way as shown on the aforesaid Plat not heretofore conveyed to the County Commissioners of Anne Arundel County. All of said 58 lots being in fee simple.

All of said lots being subject to restrictions of record.

The above properties will first be offered separately, the bids reserved, then offered as an entirety and will be sold in the manner producing the largest amount.

TERMS OF SALE: All cash upon ratification of the sale by the Circuit Court for Anne Arundel County in Equity. A deposit of $250.00 on each of the unimproved fee simple lots if sold separately and a deposit of $500.00 on each of the leasehold improved lots if sold separately or a deposit of $9,000.00 if sold as an entirety will be required of the purchaser or purchasers at the time and place of sale; balance of purchase money to bear interest from date of sale. All expenses including taxes, ground rents, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The costs for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

SAM W. BORDEN,
RICHARD D. BIGGS,
Trustees

E. T. NEWELL and COMPANY,
Auctioneers

Ju-10

(5) — 311 Haskell Drive being known as Lot No. 9 Block A, subject to an annual ground rent of $96.00.

(6) — 405 Haskell Drive being known as Lot No. 1 Block F, subject to an annual ground rent of $96.00.

(7) — 407 Haskell Drive being known as Lot No. 2 Block F, subject to an annual ground rent of $90.00.

(8) — 409 Haskell Drive being known as Lot No. 3 Block F, subject to an annual ground rent of $90.00.

(9) — 413 Haskell Drive being known as Lot No. 5 Block F, subject to an annual ground rent of $96.00.

(10) — 417 Haskell Drive being known as Lot No. 7 Block F, subject to an annual ground rent of $96.00.

(11) — 400 Haskell Drive being known as Lot No. 13 Block G, subject to an annual ground rent of $120.00.

(12) — 401 Stewart Avenue being known as Lot No. 15 Block G, subject to an annual ground rent of $90.00.

(13) — 403 Stewart Avenue being known as Lot No. 16 Block G, subject to an annual ground rent of $90.00.

(14) — 405 Stewart Avenue being known as Lot No. 17 Block G, subject to an annual ground rent of $90.00.

(15) — 407 Stewart Avenue being known as Lot No. 18 Block G, subject to an annual ground rent of $90.00.

(16) — 411 Stewart Avenue being known as Lot No. 20 Block G, subject to an annual ground rent of $90.00.

(17) — 413 Stewart Avenue being known as Lot No. 21 Block G, subject to an annual ground rent of $90.00.

(18) — 415 Stewart Avenue being known as Lot No. 22 Block G, subject to an annual ground rent of $90.00.

(19) — 417 Stewart Avenue being known as Lot No. 23 Block G, subject to an annual ground rent of $96.00.

(20) — 400 Stewart Avenue being known as Lot No. 5 Block E, subject to an annual ground rent of $120.00.

(21) — 404 Stewart Avenue being known as Lot No. 3 Block E, subject to an annual ground rent of $96.00.

(22) — 408 Stewart Avenue being known as Lot No. 1 Block E, subject to an annual ground rent of $96.00.

(23) — 404 Howard Avenue being known as Lot No. 12 Block

LIBER 113 PAGE 319

IN THE MATTER OF THE	*	
DEED OF TRUST	*	IN THE
from	*	CIRCUIT COURT
HARRY A. APPLESTEIN, ETC.	*	
INDIVIDUALLY AND CO-PARTNERS t/a A.&.F. REALTY COMPANY	*	FOR
	*	ANNE ARUNDEL COUNTY
to	*	
SAM W. BORDEN and RICHARD D. HIGGS, TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	*	IN EQUITY No. 12,663
	*	

* * * * * * * * * *

REPORT OF SALE

The report of sale of SAM W. BORDEN and RICHARD D. HIGGS, Substitute Trustees, under a certain Deed of Trust from Harry A. Applestein etc., individually and co-partners t/a A. & F. Realty Company, to James Clarke Murphy and Richard D. Biggs, Trustees dated June 2, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 932 folio 562 and under and by virtue of the power and authority contained in a Supplementary Deed of Trust dated February 4, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1105 folio 176 from Harry A. Applestein, etc., individually and co-partners t/a A. & F. Realty Company. Default having occurred under the terms thereof, the undersigned Trustees, having been substituted Trustees in the place and stead of James Clarke Murphy and Richard D. Biggs, Trustees by Declaration of Loyola Federal Savings and Loan Association dated the 14th day of May, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 928 folio 532, respectfully represents:

That acting under the power and authority conferred upon them in the said Deeds of Trust and recorded as aforesaid and having complied with all the requirements of law and default having occurred under the terms of said Deed of Trust and acting at the request of the party secured and after giving notice of the time, place, manner and terms of sale by advertisements inserted in the CAPITAL-GAZETTE and the BALTIMORE SUN, daily newspapers published in Anne Arundel

FILED

1958 JUL 19 AM 11:59

County and Baltimore City, respectively, for at least twenty (20) days prior to the sale, they did, pursuant to said notice, on the premises, on Monday, July 14, 1958, at 10:00 o'clock A.M., then and there proceed to sell the property mentioned in these proceedings; that is to say:

Your Trustees offered for sale the leasehold properties No. 301 Haskell Drive, subject to an annual ground rent of $96.00, Nos. 303, 305, 307, 309, Haskell Drive, each subject to an annual ground rent of $90.00, Nos. 311 and 405 Haskell Drive, each subject to an annual ground rent of $96.00, Nos. 407 and 409 Haskell Drive, each subject to an annual ground rent of $90.00, Nos. 413 and 417 Haskell Drive, each subject to an annual ground rent of $96.00, No. 400 Haskell Drive, subject to an annual ground rent of $120.00, Nos. 401, 403, 405, 407, 411, 413, and 415 Stewart Avenue, each subject to an annual ground rent of $90.00, No, 417 Stewart Avenue, subject to an annual ground rent of $96.00, No. 400 Stewart Avenue, subject to an annual ground rent of $120.00, Nos. 404 and 408 Stewart Avenue, each subject to an annual ground rent of $96.00, and No. 404 Howard Avenue, subject to an annual ground rent of $90.00. And your Trustees also offered for sale all those fifty-eight (58) Lots of Ground situate in Anne Arundel County as shown on the Revised Plat of Fernbrook and recorded among the Land Records of Anne Arundel County in Plat Book No. 29 Folio 31 and described as follows:

1. - Being Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 Block "B".

2. - Being Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 Block "C".

3. - Being Lots Nos. 1, 2, 3, 4, 5, 6, 7, and 8 Block "D".

4. - Being Lot No. 6 Block "E".

5. - Being Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 19 Block "G".

And all that lot of ground as shown on the aforesaid plat and designated as "Community Area" which lot of ground lies in the rear of Lots Nos. 1 to 8 inclusive Block "F" and also all of the right, title and interest in and to the beds of the roads, streets, easements and rights of way as shown on the aforesaid Plat not heretofore conveyed to the County Commissioners of Anne Arundel County. All of said fifty-eight (58) lots being in fee simple. Each of said properties

V. CHARLES RINAUDO, Solicitor
2 W. Preston Street

LIBER 113 FOLIO 321

Trustee's Sale

OF VALUABLE LEASEHOLD COMPLETED AND NEARLY COMPLETED PROPERTIES

SAID LEASEHOLD PROPERTIES BEING KNOWN AS NOs. 303, 305, 307, 309, 311, 400, 405, 407, 409, 413 AND 417 HASKELL DRIVE—Nos. 400, 404, 408, 401, 403, 405, 407, 411, 413, 415 AND 417 STEWART AVENUE—NOs. 404, HOWARD AVENUE—No. 301 HASKELL DRIVE, LOCATED IN THE DEVELOPMENT KNOWN AS "FERNBROOK", AND ALSO ALL THOSE VALUABLE 58 FEE SIMPLE UNIMPROVED LOTS OF GROUND LOCATED IN THE SAME DEVELOPMENT OF "FERNBROOK."

In order to inspect the properties and have an opportunity to be present on the day of sale, proceed south on Ritchie Highway to Jones Station Road, make a left hand turn and go approximately 3 miles on Jones Station Road in an easterly direction until you reach Mago Vista Road. Then turn left and proceed approximately ½ mile in northerly direction on Mago Vista Road. The development is located on the west side of Mago Vista Road opposite a large Anne Arundel County public school.

Under and by virtue of the power and authority contained in a certain Deed of Trust from Harry A. Applestein, etc., individually and co-partners t/a A. & F. Realty Company, to James Clarke Murphy and Richard D. Biggs, Trustees dated June 2, 1955 and recorded on the 3rd day of June, 1955 among the Land Records of Anne Arundel County, in Liber G. T. C. No. 932 Folio 562 and under and by virtue of the power and authority contained in a Supplementary Deed of Trust dated February 4, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1105 Folio 176 from Harry A. Applestein, etc., individually and co-partners t/a A. & F. Realty Company. Default having occurred under the terms thereof, the undersigned Trustees, having been substituted Trustees in the place and stead of James Clarke Murphy and Richard D. Biggs, Trustees by Declafation of Loyola Federal Savings and Loan Association dated the 14th day of May, 1955 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 928 Folio 532, will offer for sale at public auction, on the premises, on

Monday, July 14, 1958 Daylight Saving Time Commencing at 10 O'Clock A.M.

ALL THOSE TWENTY-FOUR LEASEHOLD LOTS OF GROUND AND THE IMPROVEMENTS thereon situated in Anne Arundel County as shown on the Revised Plat of Fernbrook recorded among the Land Records of Anne Arundel County in Plat Book No. 29 Folio 31 and described as follows:

(1)—303 Haskell Drive being known as Lot No. 4 Block A, subject to an annual ground rent of $90.00.

(2)—305 Haskell Drive being known as Lot No. 5 Block A, subject to an annual ground rent of $90.00.

(3)—307 Haskell Drive being known as Lot No. 6 Block A, subject to an annual ground rent of $90.00.

(4) — 309 Haskell Drive being known as Lot 7 Block A, subject to an annual ground rent of $90.00.

(5)—311 Haskell Drive being known as Lot No. 9 Block A, subject to an annual ground rent of $56.00.

(6) — 405 Haskell Drive being known as Lot No. 1 Block F, subject to an annual ground rent of $96.00.

(7) — 407 Haskell Drive being known as Lot No. 2 Block F, subject to an annual ground rent of $90.00.

(8) — 409 Haskell Drive being known as Lot No. 3, Block F, subject to an annual ground rent of $90.00.

(9) — 413 Haskell Drive being known as Lot No. 5 Block F, subject to an annual ground rent of $96.00.

(10) — 417 Haskell Drive being known as Lot No. 7 Block F, subject to an annual ground rent of $96.00.

(11) — 400 Haskell Drive being known as Lot No. 13 Block G, subject to an annual ground rent of $120.00.

(12) — 401 Stewart Avenue being known as Lot No. 15 Block G, subject to an annual ground rent of $90.00.

(13) — 403 Stewart Avenue being known as Lot No. 16 Block G, subject to an annual ground rent of $90.00.

(14) — 405 Stewart Avenue being known as Lot No. 17 Block G, subject to an annual ground rent of $90.00.

(15) — 407 Stewart Avenue being known as Lot No. 18 Block G, subject to an annual ground rent of $90.00.

(16) — 411 Stewart Avenue being known as Lot No. 20 Block G, subject to an annual ground rent of $90.00.

(17) — 413 Stewart Avenue being known as Lot No. 21 Block G, subject to an annual ground rent of $90.00.

(18) — 415 Stewart Avenue being known as Lot No. 22 Block G, subject to an annual ground rent of $90.00.

(19) — 417 Stewart Avenue being known as Lot No. 23 Block G, subject to an annual ground rent of $96.00.

(20) — 400 Stewart Avenue being known as Lot No. 5 Block E, subject to an annual ground rent of $120.00.

(21) — 404 Stewart Avenue being known as Lot No. 3 Block E, subject to an annual ground rent of $96.00.

(22) — 408 Stewart Avenue being known as Lot No. 1 Block E, subject to an annual ground rent of $96.00.

(23) — 404 Howard Avenue being known as Lot No. 12 Block E, subject to an annual ground rent of $90.00.

(24) — 301 Haskell Drive being known as Lot No. 1 Block A, subject to an annual ground rent of $96.00.

The properties are improved by one story frame dwellings with gas-fired, hot-air heating plant, consisting of five and six rooms and bath.

ALL THOSE FIFTY - EIGHT LOTS OF GROUND situate in Anne Arundel County as shown on the Revised Plat of Fernbrook recorded among the Land Records of Anne Arundel County in Plat Book No. 29 Folio 31 and described as follows:

(1) — Being Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 Block "B".

(2) — Being Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 Block "C".

(3) — Being Lots Nos. 1, 2, 3, 4, 5, 6, 7 and 8 Block "D".

(4) — Being Lot No. 6 Block "E".

(5) — Being Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 19 Block "G".

And all that lot of ground as shown on the aforesaid plat and designated as "Community Area" which lot of ground lies in the rear of Lots Nos. 1 to 8 inclusive Block "F" and also all of the right, title and interest in and to the beds of the roads, streets, easements and rights of way as

easements and rights of way as shown on the aforesaid Plat not heretofore conveyed to the County Commissioners of Anne Arundel County. All of said 58 lots being in fee simple.

All of said lots being subject to restrictions of record.

The above properties will first be offered separately, the bids reserved, then offered as an entirety and will be sold in the manner producing the largest amount.

TERMS OF SALE: All cash upon ratification of the sale by the Circuit Court for Anne Arundel County in Equity. A deposit of $250.00 on each of the unimproved fee simple lots if sold separately and a deposit of $500.00 on each of the leasehold improved lots if sold separately or a deposit of $9,000.00 if sold as an entirety will be required of the purchaser or purchasers at the time and place of sale; balance of purchase money to bear interest from date of sale. All expenses including taxes, ground rents, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The costs for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

SAM W. BORDEN,
RICHARD D. BIGGS,
Trustees
E. T. NEWELL and COMPANY,
Auctioneers

Ju-10

LIBER 113 PAGE 323

is more particularly described in a copy of the advertisement hereto attached as part of this Report of Sale. That the highest bid on each property was reserved and then all of said properties were offered as an entirety, and were then sold to Loyola Federal Savings and Loan Association at and for the sum of $201,000.00 it they being at that price the highest bidders therefor as an entirety, and said sum being more than the total of the highest bids received for said properties separately.

Sam W. Borden,

Richard D. Biggs,
Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 18th day of July, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared SAM W. BORDEN and RICHARD D. BIGGS, Trustees mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of their knowledge and belief, and that said Sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Elizabeth M.Herr, Notary Public

My commission expires May 4, 1959

28

ORDER NISI

LIBER 113 PAGE 325

In The Matter of The Deed of Trust
from
Harry A. Applestein, etal, Etc.
Individually and Co-Partners
t/a A. & F Realty Company
to
Sam W. Borden and
Richard D. Biggs, Trustees

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,663 Equity

Ordered, this 21st day of July, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Sam W. Borden and Richard D. Biggs, Substitute Trustees ~~Trustees~~,

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

The report states that the amount of sale ~~was~~ $201,000.00

George J. Cromwell Clerk.

True Copy,

FILED 1958 JUL 19 AM 11:59

TEST: Clerk.

(Final Order)

In The Matter of the Deed of Trust
from
Harry A. Applestein, etal, Etc.
Individually and Co-Partners
t/ A. & F Realty Company
to
Sam W. Borden and
Richard D. Biggs, Trustees

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19.

ORDERED BY THE COURT, This 26th day of August, 1958 that the sale made and reported by the Trustees aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED

1958 AUG 26 PM 2:38

29

OFFICE OF

Maryland Gazette

LIBER 113 PAGE 326 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. 12,663 Equity

In the Matter of The Deed of Trust from HARRY A. APPLESTEIN, et al, etc., Individually and Co-Partners t/a A.&F. Realty Company to SAM W. BORDEN and RICHARD D. BIGGS, Trustees

Ordered, this 21st day of July, 1958. That the sale of the property in these proceedings mentioned made and reported by Sam W. Borden and Richard D. Biggs, Substitute Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $201,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 15, 1958

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12663

Harry A. Applestein

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of August, 1958. The first insertion being made the 24th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M. G. 3765 1958 AUG 15 PM 2:49

30

LIBER 113 PAGE 327

In the Case of

In the Matter of the Deed of Trust from
Harry A. Applestein, et al,
Individually and Co-partners
T/A A. & F. REALTY COMPANY
to
Sam W. Borden
and
Richard D. Biggs, Trustees

In the

Circuit Court

For

Anne Arundel County

No. 12,663 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.

September 16, 1958

All of which is respectfully submitted.

Laura R. Dicklus
Auditor.

FILED
1958 SEP 23 AM 10:26

304

Dr.

In the Matter of the Deed of Trust from Harry A. Applestein, et al, individually and T/A A. & F. Realty Company, to Sam W. Borden and Richard D. Biggs, Trustees

in ac.

To Trustees for Commissions (5% of $201,000.00), viz:	10,050	00		
To Trustees for Commissions on rents collected (10% of $2,012.15), viz:	201	22	10,251	22
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	54	00		
Auditor - stating this account	36	00		
			100	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	234	36		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	55	60		
Reliance Insurance Co. -original bond premium	50	00		
Reliance Insurance Co. - additional bond premium	1,000	00		
E.T. Newell & Co.,Inc.- auctioneer's fee	250	00		
E.T. Newell & Co., Inc. - advertising sign on property	86	15		
E.T. Newell & Co.,Inc. - posting circulars	15	00		
Clerk of Court - certified copies of deed of trust, declaration and supplementary mortgage agreement and petition to collect rents	17	25		
Judgments Report	4	50		
Registered mail	1	89		
Carolyn M. Schmidt - notary fees	5	00		
V. Charles Rinaudo - fee for legal services (Order 7/30/58)	1,000	00	2,733	75
To Trustees for Ground Rents, viz:				
14 ground rents of $90.00 each - 4/10/58 to 7/14/58 - 95 days	327	88		
7 ground rents of $96.00 each - 4/10/58 to 7/14/58 - 95 days	174	90		
2 ground rents of $120.00 each - 4/10/58 to 7/14/58 - 95 days	62	42		
Ground rent of $96.00 from 2/4/58 to 7/14/58 - 160 days	42	08	607	28
To Loyola Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	191,598	92	191,598	92
			205,291	17
Amount of mortgage claim filed	240,191	23		
Cr. Taxes charged in error	3,342	71		
	236,848	52		
Interest on $208,900.00 from 5/14/58 to 7/14/58 - 2 months @ 5%	1,760	83		
	238,609	35		
Cr. Amount allowed above	191,598	92		
Balance subject to decree in personam	47,010	43		

31

with Sam W. Borden and Richard D. Biggs, Trustees Cr.

1958				
July	14	Proceeds of Sale	201,000 00	201,000 00
		Rents collected by Trustees (Order of 5/26/58)	2,012 15	2,012 15
		Refund 1958 State and County taxes ($3,319.12) - 170 days	1,545 81	
		Refund 1958 water and sewer benefit charges ($1,574.53) - 170 days	733 21	2,279 02
				205,291 17

LIBER 113 PAGE 330

ORDER NISI

In the Matter of the Deed of Trust
from
Harry A. Applestein, et al
Individually and Co-partners
T/A A. & F. Realty Company
~~VERSUS~~
to
Sam W. Borden and
Richard D. Biggs, Trustees

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,663 Equity.

ORDERED, This 23rd day of September, 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 27th 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 27th day of October next.

George T. Cromwell

1958 SEP 23 AM 10:26

FILED

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of November, 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 NOV -6 PM 3:45

Benjamin Michaelson
Judge

33

OFFICE OF

Maryland Gazette

LIBER 113 PAGE 331 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. 12,663 Equity

In the Matter of the Deed of Trust from
HARRY A. APPLESTEIN, et al Individually and
Co-Partners T/A A. & F. Realty Company
To SAM W. BORDEN and RICHARD D. BIGGS, Trustees

Ordered, this 23rd day of September, 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 27th 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 27th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,663
Auditor Account

Harry A. Applestein

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of October, 1958. The first insertion being made the 25th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 NOV -5 AM 11:19

By W. Tilghman

No. M. G. 5437

34

LIBER 113 PAGE 332

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

VS.

HARRY A. APPLESTEIN
3920 Fairview Avenue
Baltimore City, Maryland

and

MORTON W. FELDMAN
6015 Highgate Drive
Baltimore City, Maryland

and

SIDNEY FELDMAN
912 Hooper Avenue
Baltimore County, Maryland

and

HERMAN FELDMAN
Garrison Forest Road
Baltimore County, Maryland

and

LAURENCE A. APPLESTEIN, also known as
LAWRENCE A. APPLESTEIN
4026 Westchester Road
Baltimore City, Maryland

INDIVIDUALLY AND CO-PARTNERS
t/a A. & F. Realty Company

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,682 Equity

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

Mr. Clerk:

Please docket the above entitled case and file Petitioner's Exhibit, "Number One and Two" being certified copy of the original mortgage and long assignment of mortgage in favor of the plaintiff herein.

Richard B. [illegible]
Attorney

FILED

1958 MAY 22 PM 1:40

12,682
No. ~~12,663~~
Equity

BOOK 877 PAGE 358

THIS MORTGAGE, Made this 1st day of October, in the year one thousand, nine hundred and fifty-four, between Harry A. Applestein, Morton Feldman, Sidney Feldman, Herman Feldman and Laurence A. Applestein, co-partners trading as A & F Realty Company, hereinafter called Mortgagor, and the LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the United States, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Fifteen thousand five hundred dollars ($15,500.00) (being part of the purchase money for the property hereinafter described);

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced one year after date hereof with interest thereon from the date hereof at the rate of 5% per annum payable quarterly; and release of this mortgage may be secured upon the payment of the entire principal due and all accrued interest together with an additional release fee of three months interest.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey, and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in AnneArundel County, in said state and described as follows:-

BEGINNING for the same at a point on the west side of Mago Vista Road, 30 feet wide, said point of beginning being distant, as now surveyed, north 03 degrees 14 minutes 37 seconds east 104 feet from the beginning of the first described parcel of land which by Deed datedAugust 12, 1953 and recorded among the Land Records of AnneArundel County in Liber JHH No. 775, folio 469, was granted and conveyed by Helen Leary McCauley, widow, to Stanley A. Blumberg etal, running thence binding on the west side of Mago Vista Road, as now surveyed north 03 degrees 14 minutes 37 seconds east 150 feet, thence leaving Mago Vista Road and running for lines of division now made, the three following courses and distances: north 86 degrees 45 minutes 23 seconds west 155 feet, south 03 degrees 14 minutes 37 seconds west 150 feet and south 86 degrees 45 minutes 23 seconds east 155 feet to the place of beginning.

Being same lot of ground in Deed dated even date herewith and recorded among the Land Records of Anne Arundel County prior hereto from Stanley A. Blumberg et al to Harry A. Applestein et al.

Delivered to Murphy & Biggs, attn 8/16/1955

Petitioner's Exhibit No. 1

For Partial Release see Land
Record C.T.C. No. 1105 Folio 175
Recorded March 18, 1957 at 11:02 A.M.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~for and during the full residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof, subject to the payment of the yearly rent of~~ forever in fee simple.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns covenants 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, windstorm or such other hazards as may be required by the Mortgagee 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 renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (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 and to establish a fund to assure said payments, the Mortgagor shall pay to 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 payments or establish the fund, the Mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 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. In event Mortgagee requires life insurance upon the Mortgagor, or any of them, then the premiums may be advanced by Mortgagee, at its option, and added to the unpaid principal balance of said loan and bear the rate of interest herein agreed to; (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, his 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, his 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, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) 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 amendments, re-enactments or supplements thereto; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. 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, 180 days' interest, at the rate specified in this mortgage, on the amount prepaid, shall be paid to Mortgagee.

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, 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 JAMES CLARKE MURPHY, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land 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 $155.00 Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, 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 said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

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 hand and seal of the said Mortgagor.

WITNESS:

Regina Graham
Regina Graham

Harry A. Applestein, Morton Feldman, Sidney Feldman, Herman Feldman, Lawrence A. Applestein, co-partners trading as A & F Realty Company [SEAL]

BY: Harry A. Applestein [SEAL]
co-partner
Harry A. Applestein

[SEAL]

[SEAL]

4

LIBER 113 PAGE 336

BOOK 877 PAGE 361

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of October, 19 54, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared Harry A. Applestein one of the co-partners hereinabove referred to and acknowledged the aforegoing Mortgage to be his act as such co-partner and also the act of said co-partnership, he having been duly authorized by all of the other co-partners to execute this Mortgage. At the same time also appeared Sam W. Borden, 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.

Regina Graham

Regina Graham
Notary Public.

REGINA GRAHAM NOTARY PUBLIC BALTIMORE MD

Recorded: Nov. 6, 1954 at 9.35 A.M.

5

LIBER 113 PAGE 337

No. 12,663
Equity

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing MORTGAGE is a true copy, per photostat, as recorded in Liber J.H.H. No. 877, folio 358, 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 14th day of May, 1958.

George T. Cromwell, Jr.

George T. Cromwell, Clerk

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LIBER 1205 PAGE 390 LIBER 113 PAGE 338

THIS ASSIGNMENT OF MORTGAGE, Made this 19th day of May, 1958, by and between LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the United States of America, party of the first part, and V. CHARLES RINAUDO, of Baltimore City, State of Maryland, party of the second part.

WITNESSETH: that in consideration of the sum of Five Dollars, and other valuable considerations, paid by the said party of the second part, to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and assign unto the said party of the second part, all that mortgage covering property located on the West Side of Mago Vista Road and being more particularly described in said mortgage from Harry A. Applestein, et al, co-partners, t/a A. & F. Realty Company unto Loyola Federal Savings and Loan Association dated October 1, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 877 Folio 358; and does further grant and assign the debt and interest thereby secured.

WITNESS the corporate seal of said party of the first part and the signature of its Vice-President hereto affixed and duly attested by its Secretary.

Attest:

Asst. Secretary

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____ Vice-President

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 19th 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 James H. Jones, Vice- President who acknowledged himself to be the Vice-President of Loyola Federal Savings and Loan Association, a corporation, and that he, as such President, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice- President and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

300

Notary Public

My commission expires May 4, 1959

Rec'd for record May 21 1958 at 12:09 P.M.

~~Mailed to~~ File in Equity - 12663

FILED

1958 MAY 22 AM 9:16

7

LIBER 113 PAGE 339

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

VS.

HARRY A. APPLESTEIN, etc.

INDIVIDUALLY AND CO-PARTNERS
t/a A. & F. REALTY COMPANY

* IN THE

CIRCUIT COURT OF

ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,682 Equity

* * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from Harry A. Applestein, Morton Feldman, Sidney Feldman, Herman Feldman and Lawrence A. Applestein, co-partners trading as A. & F. Realty Company to it dated the 1st day of October, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 877 Folio 358

Original Amount of Loan Dated 10/1/54	$15,500.00	
Paid on account of principal	7,750.00	
Balance Due		$7,750.00
Property Expense Balance, Debit		418.81
		$8,168.81
Interest from July, 1956 to May 14, 1958		723.30
		$8,892.11

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, that on this 20th day of May, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the said City of Baltimore, personally appeared James H. Jones, Vice-President of Loyola Federal Savings and Loan Association and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Carolyn M. Schmidt
Notary Public
CAROLYN M. SCHMIDT

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE, MD.

FILED

1958 MAY 22 PM 1:41

8

LIBER 113 PAGE 340

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street Plaintiff	*	IN THE
	*	CIRCUIT COURT
VS.	*	OF
HARRY A. APPLESTEIN, etc.	*	ANNE ARUNDEL COUNTY
INDIVIDUALLY AND CO-PARTNERS t/a A. & F. REALTY COMPANY	*	IN EQUITY No. 12,682 Equity

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

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20th day of May, 1958, before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared James H. Jones, Vice-President of Loyola Federal Savings and Loan Association and made oath in due form of Law that he knows the 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;

(4) said defendants are not a member of the Enlisted Reserve Corps who have been ordered to report for military service.

James H. Jones
Affiant

Carolyn M. Schmidt
Notary Public
CAROLYN M. SCHMIDT

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE MD.

FILED

1958 MAY 22 PM 1:40

9

RELIANCE INSURANCE COMPANY

ESTABLISHED 1817
HEAD OFFICE. PHILADELPHIA. PENNA.

LIBER 9 PAGE 308

BOND NO. 0-000,659

LIBER 113 PAGE 341

AMOUNT $9,000.00

No. 12,682 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, V. Charles Rinaudo of Baltimore, Maryland and

Reliance Insurance Company, a corporation of the State of Pennsylvania, are held and firmly bound unto the State of Maryland in the full and just sum of Nine Thousand and 00/100 Dollars ($9,000.00), 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, E Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 19th Day of May in the year nineteen hundred and fifty-eight.

WHEREAS, the above bounden V. Charles Rinaudo by virtue of the power contained in a mortgage from Harry A. Applestein, Morton W. Feldman, Sidney Feldman, Herman Feldman, Lawrence A. Applestein, Individually and co-partners T/A A & F Realty Company to Loyola Federal Savings and Loan Association bearing date the 1st day of October nineteen hundred and fifty-four and recorded among the Mortgage Records of Anne Arundel County in Liber JHH No. 877 Folio 358 and V. Charles Rinaudo 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 V. Charles Rinaudo do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

V. CHARLES RINAUDO

Carolyn M. Schmidt — V. Charles Rinaudo

RELIANCE INSURANCE COMPANY

Lorraine B. Bauer — L. A. Burnett

Attorney-in-Fact
L. A. Burnett

Bond approved this 22nd day of May 1958.
George T. Cromwell Clerk

FILED

1958 MAY 22 PM 1:40

10

FORM BD 1001-A

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

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

KNOWN AS 316 MAGO VISTA ROAD SITUATE IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

By virtue of the power and authority contained in a mortgage from Harry A. Applestein, etc., individually and co-partners t/a A. & F. Realty Company, dated October 1, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 877 Folio 358, the undersigned assignee of said mortgage (default having occurred thereunder), will sell at public auction on the premises, on

Monday, July 14, 1958
At 9:30 O'Clock A.M.
E.D.S.T.

the following property:

Being known as Lot No. 2 Block A as shown on the Revised Plat of Fernbrook which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 29 Folio 31, improvements thereon being known as 316 Mago Vista Road.

The property is improved by a one story frame dwelling with gas-fired, hot air heating plant, consisting of five rooms and bath.

TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses including taxes, ground rents, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The costs for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

In order to inspect the property and have an opportunity to be present on the day of sale, proceed south on Ritchie Highway to Jones Station Road, make a left hand turn and go approximately 3 miles on Jones Station in an easterly direction until you reach Mago Vista Road. Then turn left and proceed approximately ½ mile in northerly direction on Mago Vista Road. The development is located on the west side of Mago Vista Road opposite a large Anne Arundel County public school.

For further particulars, apply to:

V. CHARLES RINAUDO,
Assignee
2 W. Preston Street
Baltimore 1, Maryland
E. T. NEWELL and COMPANY,
Auctioneer

Ju-10

LIBER 113 PAGE 342 OFFICE OF

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 Assignee's Sale 12,682 Harry A. Applestein

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 14th day of July, 1958. The first insertion being made the 5th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 JUL 11 PM 1:47

By H. Filghman

LIBER 113 PAGE 343

V. CHARLES RINAUDO
[redacted],
Assignee

vs.

HARRY A, APPLESTEIN, ETC.,

INDIVIDUALLY AND CO-PARTNERS
t/a A.&F. REALTY COMPANY

IN THE

CIRCUIT COURT OF
ANNE ARUNDEL
[redacted] COUNTY

IN EQUITY
No. 12,652

REPORT OF SALE

V. Charles Rinaudo
The report of [redacted], Assignee of a mortgage made by Harry A. Applestein, Etc., t/a A.&F. Realty Company to Loyola Federal Savings and Loan Association and duly assigned to V. Charles Rinaudo, Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 877 Folio 358, and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in the CAPITAL-GAZETTE, a newspaper published in Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, on the premises on July 14, 1958, at 9:30 o'clock A.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

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

Being known as Lot No. 2 Block A as shown on the revised Plat of Fernbrook which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 29 Folio 31, improvements thereon being known as 316 Mago Vista Road.

FILED
1958 JUL 19 AM 11:59

12

in Fee Simple.

AND your Assignee sold the above described property unto **Loyola Federal Savings and Loan Association** for the sum of $9,000.00, it being at that price the highest bidder therefore, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

V Charles Rinaudo

~~Richard D. Biggs~~, Assignee
V. Charles Rinaudo

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 18th day of July, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared V. Charles Rinaudo ~~Richard D. Biggs~~, the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Elizabeth M. Herr

Elizabeth M. Herr, Notary Public
My commission expires May 4, 1959

13

ORDER NISI

V. Charles Rinaudo, Assignee

versus

Harry A. Applestein, et al, etc., Individually and Co-Partners T/A A. & F. Realty Company

IN THE LIBER 113 PAGE 345

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,682 Equity

Ordered, this 19 day of July, 19 58, That the sale of the Property in these Proceedings mentioned, made and reported by V. Charles Rinaudo, Assignee, XXXXXXXX

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

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

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

(Final Order) Filed 19 July, 1958, at 11:59 A. M.

V. Charles Rinaudo, Assignee

versus

Harry A. Applestein, et al, etc., Individually and Co-Partners T/A A. & F. Realty Company

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of August, 1958 finally that the sale made and reported by the Assignee XXXXXXaforesaid, 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 Assignee XXXXXX allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Sause
Judge.

FILED
1958 AUG 26 PM 2:39

14

OFFICE OF

LIBER 113 PAGE 346

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. 12,682 Equity

V. CHARLES RINAUDO, Assignee
VERSUS
HARRY A. APPLESTEIN, et al, Individually and Co-Partners, T/A A. & F. Realty Company

Ordered, this 23rd day of September, 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 27th 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 27th day of October next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 7, 1958

We hereby certify, that the annexed

Order Nisi Eq 12,682
Auditor Account

Harry A. Applestein

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of October, 1958. The first insertion being made the 25th day of September, 1958

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. _____ 1958 AUG. 15 PM 2:02 By H. Callaghan

15

LIBER 113 PAGE 347

In the Case of

V. Charles Rinaudo,
Assignee
vs.
Harry A. Applestein, et al
Individually and Co-partners
T/A A. & F. Realty Company

In the

Circuit Court

For

Anne Arundel County

No. 12,682 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.

September 16, 1958

All of which is respectfully submitted.

Auditor.

FILED

1958 SEP 23 AM 10:27

16

Dr. in ac.

V. Charles Rinaudo, Assignee, vs. Harry A. Applestein, et al, Individually and Co-partners, T/A A. & F. Realty Company

To Assignee for Fee, viz:	155	00		
To Assignee for Commissions, viz:	300	00	455	00
To Assignee for Court Costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	50		
Auditor - stating this account	13	50	56	00
To Assignee for Expenses, viz:				
Capital-Gazette Press -advertising sale	78	78		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	22	90		
Reliance Insurance Co. -bond premium	36	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
Clerk of Court - recording assignment	3	00		
Elizabeth M. Herr - notary fees	1	00		
Carolyn M. Schmidt - notary fees	1	00	181	68
To Loyola Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,387	03	8,387	03
			9,079	71
Amount of mortgage claim filed	8,892	11		
Interest on $7,750.00 from 5/14/58 to 7/14/58 - 2 months @ 5%	64	58		
	8,956	69		
Cr. Amount allowed above	8,387	03		
Balance subject to decree in personam	569	66		

17

with V. Charles Rinaudo, Assignee Cr.

1958						
July	14	Proceeds of Sale	9,000	00	9,000	00
		Refund 1958 State and County taxes ($144.64) - 170 days	67	32		
		Refund 1958 Water and Sewer benefit charge ($26.64) - 170 days	12	39	79	71
					9.079	71

LIBER 113 PAGE 350

ORDER NISI

V. Charles Rinaudo,
Assignee

VERSUS

Harry A. Applestein, et al,
Individually and Co-partners,
T/A A. & F. Realty Company

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,682 Equity.

1958 SEP 23 AM 10:27 FILED

ORDERED, This 23rd day of September, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 27th 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 27th day of October next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of November, 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 NOV -6 PM 3:45

Benjamin Michaelson
Judge

19

OFFICE

Maryland Gazette

LIBER 113 PAGE 351 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. 12,663 Equity

In the Matter of the Deed of Trust from
HARRY A. APPLESTEIN, et al Individually and
Co-Partners T/A A. & F. Realty Company
To SAM W. BORDEN and RICHARD D. BIGGS, Trustees

Ordered, this 23rd day of September, 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 27th 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 27th day of October next.

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

O-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,682
Auditor account
Harry A. Applestein

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of October, 1958. The first insertion being made the 25th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 5436 1958 NOV -5 AM 11:19 By H. Tilghman

20

LIBER 113 PAGE 352

SLOVAN BUILDING & LOAN ASSOCIATION OF MARYLAND, INC.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
ROWLAND C. KELLY and REBA B. KELLY, his wife	*	(IN EQUITY)
	*	No. 12698 Equity

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

ORDER TO DOCKET FORECLOSURE SUIT

Mr. Clerk:

Please docket the above entitled case for foreclosure, default having occurred in the covenants of the Mortgage, which is attached hereto, and marked "Plaintiff's Exhibit No. 1".

August J. Brozik

August J. Brozik
Attorney for the Plaintiff
705 Knickerbocker Building (2)

Sa. 7-6233

FILED

1958 JUN -6 AM 9:16

BUILDING ASSOCIATION MORTGAGE—CI OR COUNTY—WITH CLAUSE—1:

LIBER 113 PAGE 353
LIBER 1079 PAGE 204

(NO STAMPS REQUIRED) 12,695 Equity

PURCHASE MONEY
This Mortgage, Made this 13th day of November

in the year one thousand nine hundred and fifty-six between

ROWLAND C. KELLY and REBA B. KELLY, his wife

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

SLOVAN BUILDING AND LOAN ASSOCIATION OF MARYLAND, INCORPORATED

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said ROWLAND C. KELLY and REBA B. KELLY, his wife

being member s of the said body corporate

ha ve received therefrom an advance of SIX THOUSAND ($6,000.00) - - - - - - - -

- - - - - - - - - - - - - - - - - - Dollars

on Sixty (60) - - - - - - - - - - - - - - - shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance, said Mortgage being a purchase money Mortgage on the property hereinafter described

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said ROWLAND C. KELLY and REBA B. KELLY, his wife

do grant unto SLOVAN BULLDING AND LOAN ASSOCIATION OF MARYLAND, INCORPORATED

and its successors and assigns, all

piece s or parcels of ground situate and lying in the Third Election District of Anne Arundel County

~~as more fully known as~~.

and described as follows: Being known and designated as lots numbers Twelve (12) and Thirteen (13) Section B as shown on a Plat of Sumac Fields, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Folio 5, now recorded in Plat Book No. 18, Plat No. 18

Being the same two (2) lots of ground in Deed of even date and recorded among the Land Records of Anne Arundel County, which were granted and conveyed by Arthur Y. Van Nort and wife to the above named mortgagors.

Plaintiff's Exhibit No. 1" FILED
1958 JUN -6 AM 9:16

2

FUTURE ADVANCES - The parties hereto agree that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed $500.00 nor to be made in an amount which would make the mortgage debt exceed the original amount thereof; and all such future advances so made shall be liens and shall be secured by this mortgage equally and to the same extent as the amount originally advanced on the security of the mortgage and all such future advances shall be a lien on the property herein described as of the date of this mortgage, good and valid against and superior to all of its subsequent creditors, purchasers, mortgagees and other lienors and encumbrances and any of them provided the full amount of any such advances is used for paying the cost of repairs, alterations or improvements on said property.

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 [illegible] days of [illegible] and [illegible] in each and every year.

IF, HOWEVER, the said Mortgagor s shall make the payments and perform the covenants herein on their part con ned, then this Mortgage shall be void.

AND the said Mortgagor s, for themselves, their heirs, executors, administrators and assigns, covenant with the said SLOVAN BUILDING AND LOAN ASSOCIATION OF MARYLAND, INCORPORATED its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of Ten ($.10) - - - -cents on each of said ~~Sixty (60)~~ - - shares of stock as dues, until the combined payment of dues shall amount to One Hundred ($100.00) - - - - - - - - - - -Dollars for each of said ~~Sixty (60)~~ shares, and also to pay weekly, the sum of Twelve ($.12) - - - - - - - - - - - - - - cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred ($100.00) - - - - - - - dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGOR hereby covenant to pay to the said MORTGAGEE, the further sum of Two ($2.00) - - -Dollars and no - - - - - - - - cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagor s, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

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 AUGUST J. BROZIK, 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 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 ($100.00) Dollars 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.

WITNESS the hand s and seal s of the said Mortgagor s:

TEST:

August J. Brozik
August J. Brozik

Rowland C. Kelly (SEAL)
Rowland C. Kelly

Reba B. Kelly (SEAL)
Reba B. Kelly

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I HEREBY CERTIFY, that on this 13th day of November in the year one thousand nine hundred and fifty-six, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared ROWLAND C. KELLY and REBA B. KELLY, his wife the Mortgagor s named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared JAMES KOZLIK, President of the SLOVAN BUILDING AND LOAN ASSOCIATION OF MARYLAND, INCORPORATED 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.

AUGUST J. BROZIK NOTARY PUBLIC ANNE ARUNDEL CO. MD.

August J. Brozik
AUGUST J. BROZIK Notary Public
COMMISSION EXPIRES MAY 6, 1957

Recd for record NOV 15 1956 at 11:22 A.M.

Mailed to August J. Brozik

4

STATEMENT OF MORTGAGE CLAIM

SLOVAN BUILDING AND LOAN ASSOCIATION OF MARYLAND, INC.

vs.

ROWLAND C. KELLY

REBA B. KELLY (wife)

LIBER 113 PAGE 356
DOCKET 17 FOLIO 336
CASE NO. 12,698
FILED

IN THE

CIRCUIT COURT FOR ~~No.~~ 2
ANNE ARUNDEL COUNTY
—OR—
NO. 12,698 EQUITY
~~BALTIMORE CITY~~

STATEMENT OF MORTGAGE DEBT

ORIGINAL LOAN (Nov. 13, 1956)	$ 6,000.00
Payments on Principal Account	265.03
Mortgage Balance	$ 5,734.97
Interest from 12/3/57 to 6/17/58	194.88
	$ 5,929.85
Less: Expense Account Credit	29.00
TOTAL - BALANCE DUE	$ 5,900.85

Note: Interest accrues at rate of $6.96 per week after 6/17/58

James Koglik
PRESIDENT OF SLOVAN BUILDING AND LOAN ASSOCIATION OF MD., INC.

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 Anne Arundel County personally appeared JAMES KOZLIK, PRESIDENT OF SLOVAN BUILDING AND LOAN ASSOCIAITON, OF MARYLAND, INCORPORATED,

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.

AUGUST J. BROZIK NOTARY PUBLIC ANNE ARUNDEL CO., MD.

As witness my hand and Notarial Seal,

August J. Brozik
Notary Public
AUGUST J. BROZIK

FILED
1958 JUN 25 PM 3:39

5

SAFEGUARD INSURANCE COMPANY

BOND

LIBER 113 PAGE 357

LIBER 9 PAGE 342

12,698 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, August J. Brozik, 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 Seven Thousand Dollars ($7,000.00) 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 25th day of June, 1958.

WHEREAS, by virtue of a power of sale contained in a mortgage from Rowland C. Kelly and Reba B. Kelly, his wife bearing date on or about November 13, 1956 the said August J. Brozik 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 August J. Brozik 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 August J. Brozik 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 25th day of June, 1958, in the presence of

/ August J. Brozik (SEAL)
August J. Brozik PRINCIPAL

SAFEGUARD INSURANCE COMPANY

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

Kathleen L. Woelfel
Kathleen L. Woelfel, as to both

Bond approved
25-June-1958
George T. Cromwell
clerk

FILED

1958 JUN 25 PM 3:39

6

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

LIBER 113 PAGE 358

SLOVAN BUILDING & LOAN
ASSO OF MD. INC
vs.
ROWLAND C KELLY
REBA B. KELLY

IN THE
CIRCUIT COURT NO. 2
OF ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

Docket 17 Folio 336
Case No. 12698
Filed

Military Affidavit

STATE OF MARYLAND, ANNE ARUNDEL COUNTY ~~CITY OF BALTIMORE~~, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ COUNTY, personally appeared AUGUST J. BROZIK

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

(1) said defendants ~~is~~ ARE not in the military service of the United States,

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

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

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

August J. Brozik
Affiant.

Subscribed and sworn to before me
this 11TH day of JULY 1958

J. P. C. Starr
Notary Public

JOHN E. STARR

FILED
1958 JUL 11 PM 12:23

7

AUGUST J. BROZIK, Attorney
705 Knickerbocker Building
Baltimore 2, Maryland

Mortgage Sale

OF VALUABLE IMPROVED REAL ESTATE

THIRD ELECTION DISTRICT
(known as Lots 12 and 13, Section B, Sumac Fields, on St. Agnes Road, Marley Park, Anne Arundel County, Maryland).

Under and by virtue of the power contained in a mortgage from ROWLAND C. KELLY and REBA B KELLY, his wife, to SLOVAN BUILDING AND LOAN ASSOCIATION OF MARYLAND, INC., dated November 13, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1079, Folio 204, the undersigned Attorney named in said mortgage (Default having occurred thereunder) will sell by Public Auction on the premises on

Friday, July 11, 1958
At 2 P.M. (E.D.T.)

All that lot of ground and improvements thereon situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lots Twelve (12) and Thirteen (13), Section B, as shown on a Plat of Sumac Fields, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Folio 5, now recorded in Plat Book No. 18, Plat No. 18. Said lot having a frontage of approximately 100 feet on St. Agnes Road with a depth of even width of approximately 150 feet and is in FEE SIMPLE.

BEING the same lots of ground which by Deed dated November 13, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1079, Folio 202, conveyed unto the within-named Mortgagors by Arthur V. Van Nort and Mildred L. Van Nort, his wife.

The above described property is improved by a dwelling.

TERMS OF SALE: A deposit of 10 percent of the purchase price will be required of the purchaser on the day 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 cent (6%) per annum from day of sale to day of settlement. Taxes and all other public charges, including Metropolitan District liens, if any, to be adjusted to the day of sale; cost of all Revenue Stamps to be borne by Purchaser.

AUGUST J. BROZIK,
Attorney Named in Mortgage
ALEX COOPER, Auctioneer
Plaza 2-4868 — 212 N. Calvert Street, Baltimore 2, Maryland.

Jy-10

OFFICE F

LIBER 113 PAGE 359

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

Mortgage Sale

12,698

Rowland C. Kelly

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 July, 1958. The first insertion being made the 19th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUL 11 PM 1:46

By H. Tilghman

THE SLOVAN BUILDING AND LOAN ASSOCIATION OF MARYLAND, INC.

VS

ARTHUR Y. VAN NORT and MILDRED I. VAN NORT, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)

AUGUST J. BROZIK, Attorney
705 Knickerbocker Building
Baltimore 2, Maryland

Mortgage Sale

OF VALUABLE IMPROVED REAL ESTATE

THIRD ELECTION DISTRICT

(known as Lots 12 and 13, Section B, Sumac Fields, on St. Agnes Road, Marley Park, Anne Arundel County, Maryland).

Under and by virtue of the power contained in a mortgage from ROWLAND C. KELLY and REBA B KELLY, his wife, to SLOVAN BUILDING AND LOAN ASSOCIATION OF MARYLAND, INC., dated November 13, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1079, Follo 204, the undersigned Attorney named in said mortgage (Default having occurred thereunder) will sell by Public Auction on the premises on

Friday, July 11, 1958
At 2 P.M. (E.D.T.)

All that lot of ground and improvements thereon situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lots Twelve (12) and Thirteen (13), Section B, as shown on a Plat of Sumac Fields, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Follo 5, now recorded in Plat Book No. 18, Plat No. 18. Said lot having a frontage of approximately 100 feet on St. Agnes Road with a depth of even width of approximately 150 feet and is in FEE SIMPLE.

BEING the same lots of ground which by Deed dated November 13, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1079, Follo 202, conveyed unto the within-named Mortgagors by Arthur V. Van Nort and Mildred I. Van Nort, his wife.

The above described property is improved by a dwelling.

TERMS OF SALE: A deposit of 10 percent of the purchase price will be required of the purchaser on the day 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 cent (6%) per annum from day of sale to day of settlement. Taxes and all other public charges, including Metropolitan District liens, if any, to be adjusted to the day of sale; cost of all Revenue Stamps to be borne by Purchaser.

AUGUST J. BROZIK,
Attorney Named in Mortgage

ALEX COOPER, Auctioneer
Plaza 2-4868 — 212 N. Calvert Street, Baltimore 2, Maryland.

Jy-10

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 11th day of July, 1958, sold the property described in the attached advertisment of sale at and for the sum of $7000.00 to Arthur Y. Van Nort and Mildred I. Van Nort, his wife, they being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have this 11th day of July, 1958, purchased the property described in the attached advertisment of sale from August J. Brozik, Attorney named in mortgage, at and for the sum of $7000.00 and we hereby agree to comply with the terms of sale as set forth in the attached advertisment of sale.

Arthur Y. Van Nort
Arthur Y. Van Nort Purchaser

Mildred I. Van Nort
Mildred I. Van Nort

Test:
Edna E. Erickson

FILED
1958 JUL 17 AM 11:27

9

LIBER 113 PAGE 361

SLOVAN BUILDING AND LOAN ASSOCIATION OF MARYLAND, INC.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
ROWLAND C. KELLY and REBA B. KELLY, his wife	*	No. 12,698 Equity

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of AUGUST J. BROZIK, Attorney named in the Mortgage to make sale of the fee simple property known as Lots 12 and 13, Section B, as shown on a Plat of Sumac Fields, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 18, Plat No. 18, 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 Maryland Gazette, a newspaper published weekly in Anne Arundel County for more than three successive weeks preceding the day of sale, said Attorney named in the Mortgage did pursuant to said notice on Friday the 11th day of July, 1958, at 2:00 o'clock P.M. attend on the premises and then and there sold said fee simple property unto ARTHUR Y. VAN NORT and MILDRED I. VAN NORT, his wife, at and for the price of Seven Thousand Dollars ($7,000.00), they being the highest bidder therefore.

August J. Brozik

August J. Brozik
Attorney named in the Mortgage
705 Knickerbocker Building (2)
Sa. 7-6233

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I hereby certify, That on this 15th day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared AUGUST J. BROZIK, attorney named in the 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.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Rose Marie Richards
Notary Public

ROSE MARIE RICHARDS
705 Knickerbocker Bldg.
My Commission Expires May 4, 1959

ROSE MARIE RICHARDS NOTARY PUBLIC BALTIMORE, MD.

FILED
1958 JUL 17 AM 11:27

10

ORDER NISI

Slovan Building And Loan Association of Maryland, Inc.

versus

Rowland C. Kelly and Reba B. Kelly, his wife

IN THE LIBER 113 PAGE 362

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,698 Equity

Ordered, this 17th day of July, 1958, That the sale of the Property in these proceedings mentioned made and reported by August J. Brozik, Attorney named in the Mortgage

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

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

George I. Cromwell Clerk.

True Copy,

FILED 1958 JUL 17 AM 11:27

TEST: Clerk.

(Final Order)

Slovan Building and Loan Association of Maryland, Inc.

versus

Rowland C. Kelly and Reba B. Kelly, his wife

LIBER 113 PAGE 363
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

ORDERED BY THE COURT, This 26th day of August, 19 58

that the sale made and reported by the ~~Attorney~~ aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Attorney~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED

1958 AUG 26 PM 2:38

11

OFFICE OF

Maryland Gazette

LIBER 113 PAGE 364 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. 12,698 Equity

SLOVAN BUILDING and LOAN ASSOCIATION OF MARYLAND, INC.

VERSUS

ROWLAND C. KELLY and REBA B. KELLY, his wife

Ordered, this 17th day of July, 1958. That the sale of the property in these proceedings mentioned made and reported by August J. Brozik, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

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

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-14

FILED
AUG 15 PM 2:49

No. M. G. 1958

12

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 15, 1958

We hereby certify, that the annexed

Order Nisi - Order - Eq 12698

Rowland C. Kelly

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of August, 1958. The first insertion being made the 24th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

LIBER 113 PAGE 365

In the Case of

Slovan Building & Loan Association of Maryland, Inc.

vs.

Rowland C. Kelly

and

Reba B. Kelly, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,698 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.

September 22, 1958

Laura K. Ticklin
Auditor.

FILED

1958 SEP 27 AM 9:47

13

Dr. Slovan Building & Loan Association of Maryland, Inc. vs. Rowland C. Kelly and Reba B. Kelly, his wife in ac.

To Attorney for Fee, viz:		100	00	
To Attorney for Commissions, viz:		242	05	342 05
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		30	50	
Auditor - stating this account		18	00	
				58 50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale		51	24	
Capital-Gazette Press - order nisi (sale)		8	00	
Capital-Gazette Press - order nisi (acct)		6	00	
Safeguard Insurance Co. -bond premium		28	00	
Alex Cooper - auctioneer's fee		235	00	
				328 24
To Attorney for Taxes, viz:				
1958 State and County taxes ($82.06) - 192 days		43	16	43 16
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Comm. - metered water to 7/1/58		3	00	3 00
To Slovan Building & Loan Association of Maryland, Inc., mortgagee - in full for mortgage claim filed		5,900	85	
Interest on $5,734.97 from 6/17/58 to 7/11/58 - 24 days		22	94	5,923 79
To Arthur Y. Van Nort and Mildred I. Van Nort, his wife, second mortgagees - this balance on account mortgage claim (Order 7/23/58)				
		369	51	369 51
				7,068 25
Amount of second mortgage claim filed		1,368	27	
Interest from 2/1/58 to 7/11/58 - 161 days		36	72	
		1,404	99	
Cr. Amount allowed above		369	51	
Balance due		1,035	48	

14

with

August J. Brozik, Attorney named in Mortgage

Cr.

1958				
July	11	Proceeds of Sale	7,000 00	
		Interest on deferred payment of $6,300.00 to 9/16/58	68 25	7,068 25
				7,068 25

LIBER 113 PAGE 368

ORDER NISI

Slovan Building & Loan Ass'n of Maryland, Inc.

VERSUS

Rowland C. Kelly

and

Reba B. Kelly, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,698 Equity.

1958 SEP 27 AM 9:47 FILED

ORDERED, This 27 day of September, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George J. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of November, 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~~ Treasurer apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 NOV -7 PM 3:38

Benjamin Meekins

JUDGE

16

OFFICE OF

Maryland Gazette

LIBER 113 PAGE 369 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,698.
Auditor account.

Rowland C. Kelly

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 November, 1958. The first insertion being made the 2nd day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 NOV -6 PM 2:39

By H. Tilghman

No. M. G. 5460

17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,698 Equity
Slovan Building & Loan Asssociation of Maryland, Inc.
VERSUS
ROWLAND C. KELLY and REBA B. KELLY, his wife

Ordered, this 27th day of September, 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 show on or before the 3rd day of November next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundle County, once in each of three successive weeks before the 3rd day of November next.

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

O-16

LIBER 113 PAGE 370

CHARLES B. BOSLEY, Attorney named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
	:	In Equity
W. DONALD GREEN, SR. and SADIE H. GREEN, his wife,	:	No. 12,529 Equity

. . . . . .

Mr. Clerk:

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

Charles B. Bosley

Charles B. Bosley,
Attorney named in Mortgage

CHARLES B. BOSLEY
MUNSEY BUILDING
BALTIMORE 2, MD.

FILED
1958 FEB -7 AM 10:46

City—County Direct Reduction Form.

LIBER 113 PAGE 371

LIBER 1006 PAGE 162

This Mortgage, Made this 1st day of March, in the year one thousand, nine hundred and Fifty-Six, between W. DONALD GREEN, SR. and SADIE H. GREEN, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors and HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION,

a body corporate, duly incorporated under the laws of the United States of America, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of EIGHTY-NINE HUNDRED and FIFTY ($8,950.00) - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of FIVE AND ONE-HALF per cent. (5½ %) per annum in the manner following: (Current interest computed on unpaid balance at end of previous month.) By the payment of EIGHTY and 00/100 ($80.00) - - - - - - - - - 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 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 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lots of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEGINNING for the same on the North side of Eugenia Avenue 200 feet West of Vista Avenue running thence South 86 degrees 53 minutes 30 seconds West binding on the North side of Eugenia Avenue 50 feet thence North 3 degrees 06 minutes 30 seconds West 100 feet thence North 86 degrees 53 minutes 30 seconds East 50 feet thence South 3 degrees 06 minutes 30 seconds East 100 feet to the place of beginning. Comprising Lots 411 and 412 and the eastmost one-half of Lot 413 as shown on a Plat of Ferndale Farms, Section "C", filed among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-7, Plat No. 234. The improvements thereon being known as No. 308 Eugenia Avenue.

BEING the same lots of ground described in a Deed of even date herewith, from Cusimano Construction Corporation to the Mortgagors herein, recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, subject to the payment of an annual ground rent of Seventy-Two

FILED
1958 FEB -7 AM 10:46

Petitioner's Exhibit A

($72.00) Dollars payable in equal semi-annual installments on the 26th days of May and November in each and every year.

IT IS AGREED, That said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

This loan may be prepaid, in whole or in part, and when the amount prepaid exceeds twenty percent 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 or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; for all the rest and 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 aforesaid.

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 pai all then be added to the principal debt ned herein and bear interest at

the rate of FIVE AND ONE-HA. per cent. (5½%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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 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 Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Charles B. Bosley, 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 ($100) Dollars 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 Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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.

W. Donald Green, Sr. (SEAL)
W. Donald Green, Sr.

Sadie H. Green (SEAL)
Sadie H. Green

(SEAL)

(SEAL)

WITNESS:

Kathryn M. Healy
Kathryn M. Healy

LIBER 1006 PAGE 165

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of March, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City of Baltimore, personally appeared W. DONALD GREEN, SR. and SADIE H. GREEN, his wife,

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Charles B. Bosley, Vice-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.

Kathryn M. Healy
Kathryn M. Healy Notary Public.

My Commission expires,
May 6, 1957.

Rec'd for record Mar. 6 1956 at 1.30 p.m.
Mailed to Charles B. Bosley

4

LIBER 113 PAGE 374

CHARLES B. BOSLEY, Attorney named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
Vs.	:	ANNE ARUNDEL COUNTY,
W. DONALD GREEN, SR. and SADIE H. GREEN, his wife,	:	IN EQUITY No. 12,529 Equity

* * * * * * * *

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION under the Mortgage from W. DONALD GREEN, SR. and SADIE H. GREEN, his wife, to HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION, dated the First day of March, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1006, folio 162.

Balance due on Mortgage	$$8,587.60
Less: Credit on Expense Acct.	$ 64.30
	$ 8,523.30
Interest to April 9, 1958	$ 171.68
	$8,694.98

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of April, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared J. ALLAN SEWARD, the Secretary of HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION, the Plaintiff in the above entitled cause, 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 Seal Notarial.

Kathryn M. Healy

Kathryn M. Healy Notary Public.

CHARLES B. BOSLEY
MUNSEY BUILDING
BALTIMORE 2, MD.

5

FILED
1958 APR -5 AM 11:03

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

No. 12,529 Equity

LIBER 113 PAGE 375

Know all Men by these Presents: LIBER 9 PAGE 268

THAT WE Charles B. Bosley

1214 Munsey Building

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 Nine thousand and 00/100 ($9,000.00) - 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 2nd day of April in the year of our Lord nineteen hundred and fifty-eight.

WHEREAS, the above bounden Charles B. Bosley by virtue of a power contained in mortgage from W. Donald Green, Sr. and Sadie H. Green, his wife

to Homeseekers Federal Savings & Loan Association

dated March 1, 1956 and recorded in Liber GTC No. 1006 folio 162 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 Charles B. Bosley is about to execute the power vested 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

Kathryn B. Healy

Charles B. Bosley [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Edward Annen
Edward Annen, Attorney in fact

Carol Swann
Carol Swann

ATTEST:

approved this 5 day of April, 1958.

George T. Cromwell, Clerk.

FILED

1958 APR -5 AM 11:03

6

LIBER 113 PAGE 376

CHARLES B. BOSLEY, Attorney named in Mortgage,

vs.

W. DONALD GREEN, SR. and SADIE M. GREEN, his wife,

: IN THE CIRCUIT COURT

: FOR

: ANNE ARUNDEL COUNTY

: 12,529 IN EQUITY

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, JUDGE OF ANNE ARUNDEL COUNTY:

The Report of Sale of Charles B. Bosley, Attorney named in Mortgage, to make sale of Leasehold property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in Evening Capital, a daily newspaper published in Anne Arundel County, for more than three successive weeks preceding the date of sale, said Attorney name in Mortgage did pursuant to said notice on Wednesday, the 9th day of April, 1958, at four o'clock P.M. attend on the premises and then and there sold said property to Cusimano Construction Corporation at and for the sum of Eighty-Three Hundred ($8,300.00) Dollars, it being the highest bidder therefor.

Charles B. Bosley

Charles B. Bosley,
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day of April, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Charles B. Bosley, Attorney named in Mortgage, and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Seal Notarial.

Kathryn M. Healy

Kathryn M. Healy-Notary Public

CHARLES B. BOSLEY
MUNSEY BUILDING
BALTIMORE 2, MD.

FILED

1958 APR 12 AM 10:40

7

ORDER NISI

LIBER 113 PAGE 377

CHARLES B. BOSLEY

Attorney named in Mortgage

versus

W. DONALD GREEN, SR. and

SADIE M. GREEN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,529 Equity

Ordered, this 12 day of April, 19 58, That the sale of the Property in these proceeding mentioned made and reported by Charles B. Bosley, Attorney Named in the Mortgage XXXXXX

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of May next.

The report states that the amount of sale was $ 8,300.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 APR 12 A.M. 10:40

TEST: Clerk.

(Final Order)

CHARLES B. BOSLEY

Attorney named in Mortgage

W. DONALD GREEN, SR. and

SADIE M. GREEN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED [illegible] COURT, This 20th day of May, 1958, that the sale made [illegible] by the Attorney [illegible] and the [illegible] is [illegible] Finally Ratified and Confirmed no cause to the contr[illegible] being been shown, [illegible] required by the Order Nisi, passed in said ca[illegible] the Attorney [illegible] as he shall produce vouchers for the [illegible]

Benjamin Michaelson

JUDGE

FILED

1958 MAY 20 PM 12:34

8

CHARLES B. BOSLEY
Solicitor
MUNSEY BUILDING
Calvert & Fayette Street
Baltimore 2, Maryland

Mortgage Sale

OF DESIRABLE LEASEHOLD DWELLING PROPERTY

308 EUGENIA AVENUE, FERNDALE, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a mortgage from W. Donald Green, Sr. and Sadie H. Green, his wife, to the Homeseekers Federal Savings and Loan Association, a body corporate, dated March 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1006, folio 162, etc. (default having occurred thereunder) the undersigned, the Attorney named in Mortgage will sell at Public Auction on the premises

Wednesday, APRIL 9th, 1958 at 4 o'clock P.M.

All that piece or parcel of ground situate and lying in Anne Arundel County, and described as follows:

BEGINNING for the same on the North side of Eugenia Avenue 200 feet West of Vista Avenue running thence South 86 degrees 53 minutes 30 seconds West binding on the North side of Eugenia Avenue 50 feet thence North 3 degrees 06 minutes 30 seconds West 100 feet thence North 86 degrees 53 minutes 30 seconds East 50 feet thence South 3 degrees 06 minutes 30 seconds East 100 feet to the place of beginning. Comprising Lots 411 and 412 and the eastmost one-half of Lot 413 as shown on a Plat of Ferndale Farms, Section "C", filed among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-7, Plat No. 234. The improvements thereon being known as No. 308 Eugenia Avenue.

Subject to an annual ground rent of Seventy-Two ($72.00) Dollars.

The improvements consist of 1½ story frame construction dwelling containing 4 rooms and bath.

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

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

CHARLES B. BOSLEY,
Attorney Named in Mortgage

T. C. W. Hobbs, Auctioneer
103 Hopkins Place.
Baltimore 1, Maryland

A-

9

LIBER 113 PAGE 378 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

W. Donald Green

was published in Equity 12,529

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of April, 1958. The first insertion being made the 13th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 APR 16 AM 10. 42

By [illegible]

LIBER 113 PAGE 379

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. 12,529 Equity

CHARLES B. BOSLEY
Attorney named in Mortgage
VERSUS
W. DONALD GREEN, SR. and SADIE M. GREEN, his wife

Ordered, this 12 day of April, 1958. That the sale of the property in these proceedings mentioned made and reported by Charles B. Bosley, Attorney Named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 day of May next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of May next.

The report states that the amount of sale was $8,300.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 13, 1958

We hereby certify, that the annexed Order Nisi, Eq. 12,529 Sale. W. Donald Green, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of May, 1958. The first insertion being made the 17th day of April, 1958

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 MAY 14 PM 2:13

By J. Tilghman

No. M. G. 1592

10

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

LIBER 113 PAGE 380

CHARLES B. BOSLEY, ATTORNEY

named in Mortgage,

vs.

W. DONALD GREEN, SR. and

SADIE M. GREEN, his wife,

IN THE

CIRCUIT COURT [redacted]

OK
FOR
[redacted]
ANNE ARUNDEL COUNTY

Docket_____ Fol._____

No. 12,529 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

J. Allan Seward

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

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

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

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

(4) said defendant~~s~~ ~~have~~ are not ~~a~~ members of the Enlisted Reserve Corps who has been ordered to report for military service.

J. Allan Seward
Affiant.

Subscribed and sworn to before
me this 2nd day of Sept. 1958

Kathryn B. Healy
Notary Public

FILED
1958 SEP -5 AM 9:44

11

LIBER 113 PAGE 381

In the Case of

Charles B. Bosley,
Attorney named in Mortgage

vs.

W. Donald Green, Sr.,
and
Sadie H. Green, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,529 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.

September 30, 1958

Laura K. Dickerson
Auditor.

Dr. Charles B. Bosley, Attorney named in Mortgage vs. W. Donald Green, in ac.
Sr., and Sadie H. Green, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	285	47	385	47
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	55	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	36	00		
T. C. W. Hobbs - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Kathryn M. Healy - notary fees	1	50	140	85
To Attorney for Ground Rent, viz:				
Annual ground rent of $72.00 from 11/26/57 to 4/9/58 - 4 months 13 days	26	60	26	60
To Homeseekers' Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,022	49	8,022	49
			8,626	91
Amount of mortgage claim filed	8,694	98		
Cr. Amount allowed above	8,022	49		
Balance subject to decree in personam	672	49		

with

Charles B. Bosley, Attorney named in Mortgage

Cr.

1958						
Apr.	9	Proceeds of Sale	8,300	00		
		Interest on deferred payment of $7,800.00 to 9/26/58	215	80	8,515	80
		Refund 1958 State and County taxes ($135.43) - adjusted to 4/9/58	97	81	97	81
		Refund 1958 water and sewer benefit charge - adjusted to 4/9/58	13	30	13	30
					8,626	91

LIBER 113 PAGE 384

ORDER NISI

Charles B. Bosley,
Attorney named in Mortgage

VERSUS

W. Donald Green, Sr.,
and
Sadie H. Green, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,529 Equity.

ORDERED, This 3rd day of October, 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 10th 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 10th day of November next.

George J. Cromwell.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of November, 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 NOV 13 AM 10:08

Benjamin Nicholson
Judge

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LIBER 113 PAGE 385 OFFIC. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,529 Equity

CHARLES B. BOSLEY,
Attorney Named in Mortgage
VERSUS
W. DONALD GREEN, SR., and
SADIE H. GREEN, his wife

Ordered, this 3rd day of October, 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 10th 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 10th day of November next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,529
Auditor Account

W. Donald Green, Sr.

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 November, 1958. The first insertion being made the 9th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 NOV -6 PM 8:35

By N. Tilghman

No. M. G. 5-5-64

16

LIBER 113 PAGE 386

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
HENRY IRVIN SINCLAIR and	*	ANNE ARUNDEL COUNTY
MARY J. SINCLAIR, his wife	*	In Equity 12,743

* * * * * * *

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

FILED
1958 JUL -1 AM 11:40

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

MARYLAND

LIBER 113 PAGE 387 PETITIONER'S EXHIBIT "A"

MORTGAGE

No. 12,743 Equity.

THIS MORTGAGE, made this 16th day of June, A. D. 1955, by and between HENRY IRVIN SINCLAIR and MARY J. SINCLAIR, 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, - - - - - - - - - - - - - - - - - -
[illegible]
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, [illegible] 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 SEVENTY-ONE HUNDRED - Dollars ($ 7100.00 - -), 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 THIRTY-FIVE DOLLARS AND NINETY-EIGHT CENTS - - - - - - - - Dollars ($ 35.98 - -), commencing on the first day of July - - - - - - , 1955 , 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 June - - - - - - - , 1985 . 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 Lots Nos. 52 and 53, Section "N" of Riviera Beach with a total frontage of about fifty feet on Carvel Road as shown on a Plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2 folio 13 and Cabinet 1, Rod E, Plat 13. Said lots being situate on the north side of Carvel Road.

BEING the same lots 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 were granted and conveyed by THE BOND REALTY COMPANY to HENRY IRVIN SINCLAIR and MARY J. SINCLAIR, his wife, the within Mortgagors.

FILED
1958 JUL -1 AM 11:40

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

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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 rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rental of $90.00; payable in equal semi-annual installments on the 16th days of June and December - - - in each and every year.

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

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

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addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of 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:
Clayton S. Charewich
CLAYTON S. CHAREWICH

Henry Irvin Sinclair (SEAL)
HENRY IRVIN SINCLAIR
Mary J. Sinclair (SEAL)
MARY J. SINCLAIR
(SEAL)
(SEAL)

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

LIBER 940 PAGE 141

I HEREBY CERTIFY, That on this 16th day of June, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared HENRY IRVIN SINCLAIR and MARY J. SINCLAIR, his wife, - - - - - - - - - - - - - - - - the above named Mortgagors, and they - - - - - acknowledged the foregoing mortgage to be their- - - - - - - - - - - - - - - - - - act.

At the same time also personally appeared WILLIAM C. ROGERS, JR. - - - - - - - - , 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.

SAMUEL J. ODDO NOTARY PUBLIC BALTIMORE

Samuel J. Oddo
SAMUEL J. ODDO *Notary Public.*

My commission expires May 6th, 1957.

Recorded: June 28, 1955 at 11.20 A.M.

For value received ROWILL TITLE HOLDING CORPORATION hereby assigns the within and aforegoing Mortgage unto VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors or assigns.

As Witness the signature of said body corporate, assignor, by the hand of STANLEY L. HOLMES its President - -, and its corporate seal hereto affixed this 16th day of June, 1955

WITNESS:

Samuel J. Oddo
SAMUEL J. ODDO

ROWILL TITLE HOLDING CORPORATION
BY: Stanley L. Holmes
STANLEY L. HOLMES, President

ROWILL TITLE HOLDING CORPORATION MARYLAND

Recorded: June 28, 1955 at 11.20 A.M.

STATE OF MARYLAND

Mortgage

FROM

HENRY IRVIN SINCLAIR and

MARY J. SINCLAIR, his wife,

TO

ROWILL TITLE HOLDING CORPORATION short assigned to VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION.

N. S. Carvel Road,

Received for Record 28 June 1955 at 11.20 o'clock A.M.
Same day recorded in Liber 940 Folio 137 &c.,
No. 940 Folio 140 one of the Land Records of Anne Arundel County

examined per JOHN H. HOPKINS, 3rd Clerk

Cost of Record, $ ____, Clerk

Received for Record 28 June 1955 at 11.20 o'clock A.M. and the same day recorded in Liber 940 Folio 140 Records of Anne Arundel County

JOHN H. HOPKINS, 3rd Clerk

LIBER 113 PAGE 391

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
HENRY IRVIN SINCLAIR and	*	ANNE ARUNDEL COUNTY
MARY J. SINCLAIR, his wife	*	In Equity /2,

* * * * * * * *

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 23rd day of July, 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, Attorney Named in Mortgage, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Henry Irvin Sinclair and Mary J. Sinclair, 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 Henry Irvin Sinclair and Mary J. Sinclair, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

Thomas E. Kelly Jr
Notary Public

THOMAS E. KELLY, JR.

FILED

1958 JUL 25 AM 10:31

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE
VS	*	CIRCUIT COURT
HENRY IRVIN SINCLAIR and MARY J. SINCLAIR, his wife	*	FOR ANNE ARUNDEL COUNTY

* * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from Henry Irvin Sinclair and Mary J. Sinclair, his wife to Rowill Title Holding Corporation, dated June 16, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 940, folio 137. (Short Assignment to Vermont Federal Savings and Loan Association by Rowill Title Holding Corporation, dated June 16, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 940, folio 140.)

July 17, 1958

Henry Irvin Sinclair & wife
Lots 52 & 53 N/S Carvel Road
Riviera Beach, Maryland

Original Amount of Loan	$7,100.00
Interest	969.91
Taxes	245.26
Ground Rents	270.00
Fire Insurance	82.01
Sanitation charge	52.64
Bill for Securing Property	80.00
	$8,799.82
Less Amount of Payments	1,508.68
	$7,291.14

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: _____
WILLIAM M. DEE, Secretary

_____
WILLIAM C. ROGERS, Attorney
Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

FILED 1958 JUL 25 AM 10:31

I HEREBY CERTIFY, that on this 17th day of July, 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 William M. Dee, Secretary of Vermont Federal Savings and Loan Association, and made oath in due form of law that the foregoing is 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.

_____
THOMAS E. KELLY, JR. Notary Public

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Mortgagee and Attorney's Bond. US 1-369

LIBER 113 PAGE 393

UNITED STATES CASUALTY COMPANY

LIBER 9 PAGE 368

60 JOHN STREET, NEW YORK

No 12,743
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 SEVENTY FIVE HUNDRED AND NO/100 ($7,500.00) - 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 twenty-second day of July 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 Henry Irvin Sinclair and Mary J. Sinclair, his wife to Rowill Title Holding Corporation bearing date the 16th day of June nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 940, Folio 137, and said Mortgage was short-assigned to Vermont Federal Savings & Loan Association by Rowill Title Holding Corporation on June 16, 1955 and recorded among the Land Records of Anne Arundel County, in Liber JHH 940, Folio 140, 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

Thomas Kelly

Attest: Thomas Kelly

Witness as to Surety:

F. B. Cary

FILED

1958 JUL 25 AM 10:32

Bond approved
George T. Cornwell, Clerk

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By J. F. Eierman, Vice-President

Attest: G. Lee Burgess, Assistant Secretary

FILED AUG 1958 PM 1:39

WINSON G. GOTT, JR., ATTORNEY
Lee Building, Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

SITUATE AT RIVIERA BEACH, 3RD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Henry Irvin Sinclair and Mary J. Sinclair, his wife, to Rowill Title Holding Corporation, dated June 16, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 940, folio 137, which Mortgage was assigned by Short Assignment dated June 16, 1955 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, July 26, 1958

AT 11:00 A.M.

All those lots of ground and improvements thereon, in the 3rd Election District, known and designated as Lots Nos. 52 and 53, Section "N" of Riviera Beach with a total frontage of about fifty feet on Carvel Road as shown on a Plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 2 folio 13 and Cabinet 1, Rod E, Plat 13. Said lots being situate on the north side of Carvel Road. Being the same lots which by Deed of Assignment dated June 16, 1955 and recorded in J.H.H. No. 940, folio 135, were granted and conveyed by The Bond Realty Company to said Mortgagors.

Subject to an annual ground rent of $90 payable half-yearly on the 16th days of June and December. Subject also to restrictions as set forth in Deed from The Riviera Beach Development Company to Willie Clay Bartlett and wife, dated April 14, 1942 and recorded in J.H.H. No. 258, folio 168 and subject also to Agreement between Howard M. Pumphrey and The Chesapeake and Potomac Telephone Company, dated January 22, 1924 and recorded in Liber W.N.W. No. 75, folio 86, as to the installation and maintenance of poles and wires.

IMPROVEMENTS: This property is improved by a one story frame dwelling with basement, 4 rooms and bath, hot air, oil fired 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 2 Maryland

I hereby certify that I have this 26th day of July, 1958, sold the within described property to Vermont Federal Savings and Loan Association at and for the sum of Four Thousand Dollars ($4,000) - 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 this 26th day of July, 1958, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Four Thousand Dollars ($4,000.00) - - - - - - - - - - - - - - - - and does hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

VERMONT FEDERAL SAVINGS & LOAN ASSOCIATION

BY William C. Rogers, Attorney

FILED

1958 AUG -1 PM 1:38

16

LIBER 113 PAGE 396

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
HENRY IRVIN SINCLAIR and	*	ANNE ARUNDEL COUNTY
MARY J. SINCLAIR, his wife	*	No. 12,743 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 Lots 52 & 53 N/S . of Carvel Road, 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 Evening Capital, 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, July 26, 1958, at 11:00 A.M., attend at the Court House Door, and then and there sold at public auction for the highest amount bid the 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 $4,000.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY That on this 28th day of July, 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 aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED
1958 AUG 1 PM 1:38

11

WINSON G. GOTT, JR.,
ATTORNEY
Lee Building,
Annapolis, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

SITUATE AT RIVIERA BEACH
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Henry Irvin Sinclair and Mary J. Sinclair, his wife, to Rowill Title Holding Corporation, dated June 16, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 940, folio 137, which Mortgage was assigned by Short Assignment dated June 16, 1955 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

Sat., July 26, 1958
at 11:00 A.M.

All those lots of ground and improvements thereon, in the 3rd Election District, known and designated as Lots Nos. 52 and 53 Section "N" of Riviera Beach with a total frontage of about fifty feet on Carvel Road as shown on a Plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2 folio 13 and Cabinet 1, Rod E. Plat 13. Said lots being situate on the north side of Carvel Road. Being the same lots which by Deed of Assignment dated June 16, 1955 and recorded in J.H.H. No. 940, folio 135, were granted and conveyed by The Bond Realty Company to said Mortgagors.

Subject to an annual ground rent of $90 payable half-yearly on the 16th days of June and December. Subject also to restrictions as set forth in Deed from The Riviera Beach Development Company to Willie Clay Bartlett and wife, dated April 14, 1942 and recorded in J.H.H. No. 258, folio 168 and subject also to Agreement between Howard M. Pumphrey and The Chesapeake and Potomac Telephone Company, dated January 22, 1924 and recorded in Liber W.N.W. No. 75, folio 86, as to the installation and maintenance of poles and wires.

IMPROVEMENTS: This property is improved by a one story frame dwelling with basement, 4 rooms and bath, hot air, oil fired heat.

TERMS OF SALE::: Cash. A deposite 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 per cent 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 2, Maryland

ROBERT H. CAMPBELL
Auctioneer

Jy-24

ORDER NISI

LIBER 113 PAGE 398

William C. Rogers,
Attorney Named in Mortgage

versus

Henry Irvin Sinclair and
Mary J. Sinclair, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,743 Equity

Ordered, this 1st day of August, 1958, 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 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.

The report states that the amount of sales was $ 4,000.00.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 1 Aug., 1958, at 3:15 P. M.

(Final Order)

William C. Rogers,
Attorney Named in Mortgage

versus

Henry Irvin Sinclair and
Mary J. Sinclair, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of September, 19 58, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED
1958 SEP -9 PM 3:29

12

OFFICE OF
LIBER 113 PAGE 399

Evening Capital

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

Attorney's Sale

No. 12,743 Equity

Henry Irvin Sinclair

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 26th day of July, 1958. The first insertion being made the 3rd day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 AUG 12 PM 1:11

By Marie Tate

LIBER 113 PAGE 400

WINSON G. GOTT, JR.,
ATTORNEY
Lee Building,
Annapolis, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

SITUATE AT RIVIERA BEACH
3RD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Henry Irvin Sinclair and Mary J. Sinclair, his wife, to Rowill Title Holding Corporation, dated June 16, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 940, folio 137, which Mortgage was assigned by Short Assignment dated June 16, 1955 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

Sat., July 26, 1958
at 11:00 A.M.

All those lots of ground and improvements thereon, in the 3rd Election District, known and designated as Lots Nos. 52 and 53 Section "N" of Riviera Beach with a total frontage of about fifty feet, on Carvel Road as shown on a Plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 13 and Cabinet 1, Rod E, Plat 13. Said lots being situate on the north side of Carvel Road. Being the same lots which by Deed of Assignment dated June 16, 1955 and recorded in J.H.H. No. 940, folio 135, were granted and conveyed by The Bond Realty Company to said Mortgagors.

13

Subject to an annual ground rent of $90 payable half-yearly on the 16th days of June and December. Subject also to restrictions as set forth in Deed from The Riviera Beach Development Company to Willie Clay Bartlett and wife, dated April 14, 1942 and recorded in J.H.H. No. 258, folio 168 and subject also to Agreement between Howard M. Pumphrey and The Chesapeake and Potomac Telephone Company, dated January 22, 1924 and recorded in Liber W.N.W. No. 75, folio 36, as to the installation and maintenance of poles and wires.

IMPROVEMENTS: This property is improved by a one story frame dwelling with basement, 4 rooms and bath, hot air, oil fired heat.

TERMS OF SALE::: Cash. A deposite 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 per cent 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 2, Maryland

ROBERT H. CAMPBELL
Auctioneer

Jy-24

LIBER 113 PAGE 401 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Lots Nos. 52 and 53, Section "N", RIVIERA BEACH, improved by a one story frame dwelling with basement, 4 rooms, bath, hot air oil heat, will be sold at public auction at the Court House Door, Annapolis, Md., on

Sat., July 26, 1958 at 11:00 A.M.,

in the matter of the foreclosure of a Mortgage from Henry Irvin Sinclair and Mary J., his wife, to Rowill Title Holding Corporation, dated June 16, 1955, recorded in Liber J.H.H. No. 940, folio 137. For full particulars see Evening Capital issues of July 3rd, 10th, 17th and 24th.

WILLIAM C. ROGERS,
Attorney-named in Mortgage
ROBERT H. CAMPBELL,
Auctioneer.

Jy-24

No. M. G 2746

CERTIFICATE OF PUBLICATION

Annapolis. Md. August 11, 1958

We hereby certify, that the annexed

Attorney's Sale

No. 12,743 Equity

Henry Irvin Sinclair

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 26th day of July, 1958. The first insertion being made the 17th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 AUG 12 PM 1:11
By Marie Tate

LIBER 113 PAGE 402 OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

In The
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,743 Equity

WILLIAM C. ROGERS, Attorney Named in Mortgage
versus
HENRY IRVIN SINCLAIR and MARY J. SINCLAIR, his wife.

Ordered this 1st day of August, 1958, 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 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.

The report states that the amount of sale was $4,000.00.

GEORGE T. CROMWELL,
Clerk.

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

A-25

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 8, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,743.

Henry Irvin Sinclair

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 5th day of September, 1958. The first insertion being made the 4th day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 3663 1958 SEP -9 PM 12:10 By H. Tilghman

15

LIBER 113 FAGE 403

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Henry Irvin Sinclair
and
Mary J. Sinclair, his wife

In the
Circuit Court
For
Anne Arundel County

No. 12,743 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.

September 26, 1958

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

FILED
1958 OCT -4 AM 10:20

91

Dr. William C. Rogers, Attorney named in Mortgage vs. Henry Irvin Sinclair and Mary J. Sinclair, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	250	77	350	77
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 in Evening Capital	58	76		
Capital-Gazette Press - advertising sale in Maryland Gazette	11	26		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	76		
U. S. Casualty Co. - bond premium	30	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	2	20		
Thos. E. Kelly, Jr. - notary fees	1	00		
Herbert C. Moore - notary fee		50	155	68
To Attorney for Ground Rent, viz:				
Annual ground rent of $90.00 from 6/16/58 to 7/26/58 - 1 month 10 days	10	00	10	00
To Vermont Federal Savings & Loan Ass'n, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	3,503	22	3,503	22
			4,071	17
Amount of mortgage claim filed	7,291	14		
Cr. Amount allowed above	3,503	22		
Balance subject to decree in personam	3,787	92		

17

with

William C. Rogers, Attorney named in Mortgage

Cr.

1958						
July	26	Proceeds of Sale	4,000	00		
		Interest on deferred payment of $3,500.00 - 1 month 14 days	25	66	4,025	66
		Refund 1958 State and County taxes- 5 months 4 days	45	51	45	51
					4,071	17

LIBER 113 PAGE 406

ORDER NISI

William C. Rogers,

Attorney named in Mortgage

VERSUS

Henry Irvin Sinclair

and

Mary J. Sinclair, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,743 Equity.

FILED
1958 OCT -4 AM 10:20

ORDERED, This 4th day of September, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th 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 10th day of November next.

George J. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of November, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 NOV 13 AM 10:22

Benjamin Michaelson
JUDGE

19

OFFICE

Maryland Gazette

LIBER 113 PAGE 407

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. 12,743 Equity

WILLIAM C. ROGERS,
Attorney Named In Mortgage

VERSUS

HENRY IRVIN SINCLAIR and MARY J. SINCLAIR, his wife

Ordered, this 4th day of October, 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 10th 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 10th day of November next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,743

Auditor Account

Henry Irvin Sinclair

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 November, 1958. The first insertion being made the 9th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 5568 1958 NOV -6 PM 2:35 By H. Tilghman

$20

LIBER 113 PAGE 408

THE KLAYDELL CORPORATION, a body corporate 715 West Ostend Street Baltimore, Maryland	:	NO. 12740 EQUITY
	:	IN THE CIRCUIT COURT
VS.		
	:	FOR
THOMAS BERRY Residence and whereabouts unknown	:	ANNE ARUNDEL COUNTY

: : : : : : :

BILL OF COMPLAINT TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Klaydell Corporation, a body corporate, complaining, says:

FIRST: That by deed dated February 1, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 23, folio 375, one Joseph Olevich acquired a large tract of land therein described in the Fifth Election District of Anne Arundel County, Maryland. A certified copy of said deed, marked "Plaintiff's Exhibit A," is filed herewith and prayed to be taken as part hereof.

SECOND: That thereafter, the said Joseph Olevich and his wife, by lease dated October 29, 1929, and recorded among said land records in Liber F.S.R. No. 62, folio 279, demised certain portions of said property consisting of five lots designated therein as Lots Nos. 2, 3, 4, 5, and 6 to one Philip Ross for a term of 99 years renewable forever, the said Joseph Olevich retaining and reserving an annual ground rent upon the lots so demised. A certified copy of said lease, marked "Plaintiff's Exhibit B," is filed herewith and prayed to be taken as part hereof.

THIRD: That the said Philip Ross immediately conveyed said leasehold property to The Reserve Construction Company by deed dated

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1958 JUN 30 PM 3:00

October 29, 1929, and recorded among said land records in Liber F.S.R. No. 62, folio 277; and said Reserve Construction Company, after executing two mortgages upon said property to the said Joseph Olevich, conveyed said lots to the defendant, Thomas Berry, subject to said mortgages and ground rents, by deed dated January 14, 1930, and recorded among said land records in Liber F.S.R. No. 72, folio 44. Certified copies of said deeds, marked "Plaintiff's Exhibit C" and "Plaintiff's Exhibit D," respectively, are filed herewith and prayed to be taken as part hereof.

FOURTH: That the defendant defaulted in the payment of certain county, state and school taxes, whereupon the Collector of Taxes and County Treasurer for Anne Arundel County sold certain of said lots, including Lot No. 6, at tax sale to the County Commissioners of Anne Arundel County and conveyed said lots in fee simple to said County Commissioners by deed dated May 4, 1937, and recorded among said land records in Liber F.A.M. No. 164, folio 8.

FIFTH: That said County Commissioners thereupon sold and conveyed said lots in fee simple, including Lot No. 6, to the said Joseph Olevich by deed dated May 4, 1937, and recorded among said land records in Liber F.A.M. No. 164, folio 8. A certified copy of said deed, marked "Plaintiff's Exhibit E," is filed herewith and prayed to be taken as part hereof.

SIXTH: That thereafter, the said Joseph Olevich, having title to said Lot No. 6 by virtue of (1) said tax sale, (2) said mortgages which were never paid or released, and (3) said reversionary interest retained by the aforementioned lease, conveyed said lot along with other properties originally acquired by him by said deed of February 1, 1921, to his

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

daughter, Eva Bell, by deed dated August 18, 1937, and recorded among said land records in Liber F.A.M. No. 167, folio 328. A certified copy of said deed, marked "Plaintiff's Exhibit F," is filed herewith and prayed to be taken as part hereof.

SEVENTH: That the said Eva Bell, under color of title and by virtue of said deed to her, had exclusive possession of said property, including said Lot No. 6, which was entirely vacant land, and claimed it as a matter of right, openly, notoriously, continuously, and adversely to all the world including the defendant for a period of more than twenty years, to wit, from August 18, 1937, to June 9, 1958. That during said period of time, the said Eva Bell paid taxes upon said land; exercised complete dominion over the same in accordance with the nature and character of said property; had it surveyed, marked and bounded; and from time to time sold and conveyed various portions thereof, including several of the lots other than said Lot No. 6, which had been demised to the defendant and sold at tax sale as aforesaid.

EIGHTH: That during said twenty-year period, the defendant never came upon said land or any portion thereof, never asserted any title thereto, never paid any portion of said ground rent or mortgages thereon or any taxes assessed thereto.

NINTH: That by deed dated June 9, 1958, and recorded among said land records in Liber G.T.C. No. 1210, folio 465, the said Eva Bell and her husband, Stewart Bell, conveyed unto the plaintiff some 3.214 acres of the land acquired from the said Joseph Olevich as aforesaid, including said Lot No. 6. A certified copy of said deed, marked "Plaintiff's Exhibit G," is filed herewith and prayed to be taken as part hereof.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

TENTH: That although the plaintiff now has full title to said Lot No. 6 by virtue of the aforementioned conveyances and the adverse possession of its said predecessor in title for a period of more than twenty years, the defendant has, or is claimed to have, some interest of record in the title to said lot because of a defect in the aforementioned tax sale.

ELEVENTH: That by reason of the above and under and by virtue of the provisions of Article 16, Section 128, of the Annotated Code of Maryland (1957 Edition), the plaintiff, being peaceably seized and possessed of said Lot No. 6, is entitled to maintain this suit in equity to quiet its title to, and remove the aforementioned cloud upon, its title to said Lot No. 6, which is described in said deed to the defendant as follows:

> "Beginning for the fifth and last thereof on the west side of Central Avenue at the distance of two hundred and eighty-one feet northerly from the intersection of said west side of Central Avenue with the third line of a lot of ground which by deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80, folio 122, was granted and conveyed by Joseph Olevich and wife to Casper Barnes and wife, thence on the west side of Central Avenue northerly fifty feet; thence at right angles with said Central Avenue westerly one hundred and twenty-five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning."

Being Lot No. 6 as shown on the plat recorded with a lease from Joseph Olevich and wife to Philip Ross, dated October 29, 1929, and recorded among said land records in Liber F.S.R. No. 62, folio 279.

TWELFTH: That diligent efforts have been made on behalf of the plaintiff to locate the defendant in order that he might be personally served with process herein and be warned and notified of these proceedings; but the present address and whereabouts of the defendant are unknown, wherefore, in accordance with Maryland Rule 111, the defendant may be proceeded against by publication pursuant to Maryland Rule 105.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

TO THE END, THEREFORE:

A. THAT the plaintiff be decreed to have absolute ownership and the right of disposition of said Lot No. 6 as herein described, free and clear of any claim of title or interest in said lot by the defendant.

B. THAT the plaintiff may have such other and further relief as the nature of its cause may require.

MAY IT PLEASE YOUR HONORS to grant unto the plaintiff an order of publication directed to the said Thomas Berry, whose residence and whereabouts are unknown, commanding him to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

THE KLAYDELL CORPORATION

By Irwin Dawson
Vice-President
Plaintiff

Theodore G. Bloom
Theodore G. Bloom

Albert J. Goodman
Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Solicitors for Plaintiff

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

(Int Rev $15.00 stamp) THIS DEED, made this First day of February in the year One thousand Nine Hundred and Twenty One, by and between Oregon R. Benson JR, and Annie L. Benson his wife, of _____ in the State of Maryland, parties of the first part and, Joseph Olevich of the City of Baltimore in the State of Maryland, party of the second part.

WITNESSETH that in consideration of five dollars and other good and valuable considerations, this day paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the said Oregon R. Benson Jr and Annie L. Benson his wife, do grant and convey unto Joseph Olevich his heirs and assigns in fee simple all that tract of land situate and lying and being in the 5th Election District of Anne Arundel County and described as follows, that is to say;-

BEGINNING for the same at the intersection of the centre lines of the Hammond Ferry Road and of Oregon Avenue lately laid out thirty feet wide and dedicated by a deed dated August 2-1920- and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 22 folio 461 from said Oregon R. Benson Jr, to Jerome Koppleman and running thence in the centre of said Oregon Avenue with the use thereof in common with others south eighty three degrees thirty six minutes East one thousand nine hundred and forty five feet to the end thereof, then South six degrees twenty four minutes west fifteen feet to a stone planted at the northeast corner of said Koppleman's lot, thence on the Eastern outline thereof south twenty seven degrees twelve minutes west five hundred, and forty five feet to a stone at the northeast corner of Micheal Drier's lot thence on the eastern outline thereof south eighteen and one quarter degrees west four hundred and thirty six feet to the north side of the County Road passing through said tract from the Hammonds Ferry Road to the Annapolis Road, thence south nine degrees west fifteen

Mailed to Daniel C. Joseph Aug 23-1921

12,740 Eq
Claydell Corp v Berry
PLAINTIFF'S EXHIBIT A
Examiner's Exh. No. 4

feet to the centre of said road thence in the centre thereof south eighty one degrees east five hundred and seventy feet and south seventy four degreee twelve minutes east three hundred feet to intersect the eastern outline of the whole tract, thence reversing said outline and bounding on Linthicume Land North twelve degreee eighteen minutes east one thousand four hundred and eighty three feet to a large white Oak tree still on Linthicum's Land north twelve degreee eighteen minutee east about six hundred and fifty feet to the water of the Patapsco River thence on said River and on the outlines of the whole tract North seventy four and three quarter degrees west twenty one and one half perches North seventy five and one quarter degrees west eighteen perches, North seventy seven and one quarter degrees west Twelve perchee, North seventy nine degrees- west eighteen perchee, North eighty three degreee west twenty perches, south eighty seven and one half degrees west sixteen perches south eighty seven and one quarter degrees west eighteen perches, south eighty one and three quarter degrees west ten perches, south seventy six and three quarter degrees west thirty three and one third perches to the centre of the Hammond Ferry Road and thence in the centre thereof southerly about eighty perchee to the beginning, Containing about ninety seven acres of land. Reserving therefrom ONE half acre for a grave yard with the right of entry.

BEING that parcel of ground in Anne Arundel County comprising a part of that tract of land which by deed dated October 15, 1912, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 94 folio 422 was granted and conveyed by Jamee Rittenhouse Jr and Henry LLOYD Rittenhouse to said Oregon R Benson Jr.

TOGETHER with the buildinge and improvements thereupon erected, made or being and all and every the rights, alleys, waye, watere, privilegee, appurtenancee and advantagee, to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD the aforesaid tract of land and premises above described and mentioned and hereby intended to be conveyed, together with the righte, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Joseph Olevich his heirs and assigns in fee simple.

AND the said Oregon R. Benson Jr and Annie L. Benson his wife, do hereby covenant that they will warrant especially the property hereby granted and conveyed; and that they will execute such further aseurances of said tract of land as may be requisite.

WITNESS THE HANDS AND SEALS OF SAID GRANTORS.

Witnese;-

John I. Rowe.

Oregon R. Benson Jr-(seal)

Annie L. Benson-(seal)

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:-

I hereby certify that on this First day of February in the year One thousand Nine hundred and Twenty One, before me the subscriber a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Oregon R. Benson Jr and Annie L. Banson his wife, and they acknowledged the foregoing DEED to be their act.

(Notary Seal)

John I. Rowe

Notary Public

Recorded 5 February 11 A M. 1921-

LIBER 113 PAGE 415

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing DEED is a true copy, per photostat, as recorded in Liber W.N.W. No. 23, folio 375, 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 26th day of June, 1958.

George T. Cromwell, Clerk

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1958 JUN 30 PM 3:46

LIBER 113 PAGE 416 Equity No. 12,740

This Lease, Made this 29th day of October, in the year one thousand nine hundred and twenty-nine, by and between Joseph Olevich and Grace Olevich, his wife, of Baltimore City, in the State of Maryland, of the first part, and Philip Ross, of the State and City aforesaid, of the second part.

Witnesseth, That the said Joseph Olevich and Grace Olevich, his wife, in consideration of the rents hereinafter expressed to be paid, do lease unto the said Philip Ross, his personal representatives and assigns, all those five lots or parcels of ground and premises, situate, lying and being in Anne Arundel County, State of Maryland aforesaid, and described as follows, to wit:

Beginning for the first thereof on the west side of Central Avenue at the distance of eighty-one feet northerly from the intersection of the said west side of Central Avenue with the third line of a lot of ground which by Deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80 folio 122 was conveyed by said Joseph Olevich and wife to Casper Barnes and wife, and running thence along the west side of Central Avenue northerly fifty feet; thence at right angles with Central Avenue westerly one hundred and twenty-five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning.

Beginning for the second thereof on the west side of Central Avenue at the distance of one hundred and thirty-one feet northerly from the intersection of said west side of Central Avenue with the third line of a lot of ground which by Deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80 folio 122, was conveyed by said Joseph Olevich and wife to Casper Barnes and wife, thence along the west side of Central Avenue northerly fifty feet; thence at right angles with Central Avenue westerly one hundred and twenty-five feet; thence parallel with Central

12,740 Eq
Claydell Corp. Barnes et al
PLAINTIFF'S EXHIBIT B
Examiner's Exh. 3

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Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning.

Beginning for the third thereof on the west side of Central Avenue at the distance of one hundred and eighty-one feet northerly from the intersection of the said west sie of Central Avenue with the third line of a lot of ground which by Deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80 folio 122, was conveyed by Joseph Olevich and wife to Casper Barnes and wife thence on the west side of Central Avenue northerly fifty feet; thence at right angles with Central Avenue westerly one hundred and twenty-five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning,

Beginning for the fourth thereof on the west sie of Central Avenue at the distance of two hundred and thirty-one feet northerly from the intersection of said west side of Central Avenue with the third line of a lot of ground which by Deed dated August 16, 1929, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80 folio 122, was conveyed by Joseph Olevich and wife to Casper Barnes and wife, thence on the west side of Central Avenue northerly fifty feet, thence at right angles with said Central Avenue westerly one hundred and twenty-five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning.

Beginning for the fifth and last thereof on the west side of Central Avenue at the distance of two hundred and eighty-one feet northerly from the intersection of said west side of Central Avenue with the third line of a lot of ground which by Deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80 folio 122, was granted and conveyed by Joseph Olevich and wife to Casper Barnes and wife, thence on the west side of Central Avenue northerly fifty feet; thence at right angles with said Central Avenue westerly one hundred and twenty-five feet; thence parallel with Central Avenue southerly fifty feet ;

and thence easterly one hundred and twenty-five feet to the place of beginning.

Being lots Nos. 2,3,4,5 and 6 as shown on the plat recorded herewith, and being a part of the tract of land that was granted and conveyed by Oregon R. Benson Jr. and wife to Joseph Olevich by a Deed dated February 1, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 23 folio 375.

Together with all improvements thereon made, lanes, alleys, ways, waters, easements, emoluments and advantages to the said ground belonging or in anywise appertaining.

To Be Held by the said Philip Ross, his personal representatives and assigns, for the term of ninety-nine years, beginning on the day of the date of these presents, he, the said Oliver Gates, his personal representatives and assigns, yielding and paying unto the said Joseph Olevich and Grace Olevich, his wife, their heirs and assigns, the rent or yearly sum of Thirty Dollars ($30.00) on each of the lots hereinbefore described, and that in even and equal semi-annual installments, accounting for the same from the first day of September, one thousand nine hundred and twenty-nine, over and above and above all deductions for taxes and assessments of every kind, levied or assessed, or hereafter to be levied or assessed, on said demised premises, or the rent issuing therefrom, and that in such manner as that each of the aforesaid lots of ground shall be liable onely for its own rent. Provided, that if the said rent shall be in arrears, in whole or in part, any time, then it shall be lawful for the said Lessors, their heirs or assigns, to make distress therefor.

And provided also that if the said rent shall be in arrears in whole or in part, for sixty days, then it shall be lawful for the said Lessors their heris or assigns to re-enter upon the hereby demised premises, and hold the same, until all the arrearages of rent thereon, and all expenses incurred by the reason of such now-payment, shall be fully paid.

And provided further, that if said rent shall be in arrears for six months, then the said Lessors, their heirs or assigns, may re-enter upon the premises hereby demised, and hold the same as if this lease had never been made.

And the said Lessie for himself, his heirs, personal representatives and assigns covenants with the said Lessors, their heirs and assigns, to pay rents, taxes and assessments when legally demandable.

And the said Lessors for themselves, their heirs, personal representatives and assigns, do hereby covenant with the said Lessee, his personal representatives and assigns, that on payment by the said Lessee, his heirs, personal representatives and assigns, of rent, and performance of all covenants herein on his part to be paid and performed, they, the said Lessors; their heirs, personal representatives and assigns, will warrant the property hereby leased from all claims thereon, under or by said Lessors or any person claiming by, from or under them.

Also, that at any time during this demise the said Lessors; their heris or assigns, shall on payment to them of ten dollars as renewal fine, execute and deliver or cause to be executed and delivered, to the said Lessee, his personal representatives or assigns, at their request and cost, a new lease of the above demised property for another term of ninety-nine years, to commence on the expiration of this subject to the same rent, and with the same covenants, so that the demise hereby created may be renewable and renewed, from time to time forever.

And the said Lessee, for himself, his personal representatives and assigns, hereby covenants with the said Lessors, their heris and assigns, that at no time any building shall be constructed on any of the lots hereby demised closed to the Central Avenue than twenty feet; that no dwelling shall be constructed thereon for less than $3500.00; and that neither of these lots or any portion thereof be rented, leased or conveyed to a colored person or a person of African descent.

Witness the hands and seals of said Lessors and Lessee.

Test:

Stanley J. Yanusas

Nadas Rastenis

Joseph Olevich (Seal)

Grace X Olevich (Seal)
her
mark

Philip Ross (Seal)

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, That on this 29th day of October, 1929, before me, the undersigned, a Notary Public of the State of Maryland, in and for the Baltimore City aforesaid, personally appeared Joseph Olevich and Grace Olevich his wife, and Philip Ross, and they acknowledged the foregoing Lease to be their act.

(Notarial Seal)

Stanley J. Yanusas

Notary Public

Recorded 1 Nov. 1929 at 11 A.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing LEASE is truly taken and copied from liber F.S.R. No. 62, folio 279, one of the Land Record Books for Anne Arundel County.

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

George T. Cromwell, Clerk

/S

 Equity No 12,743

This Deed, Made this 29th day of October in the year one thousand nine hundred and twenty-nine by and between Philip Ross, of Baltimore City, in the State of Maryland, of the first part, and The Reserve Construction Company, a body corporate, duly incorporated under the laws of 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 causes and considerations, the actual receipt whereof is hereby acknowledged, the said Philip Ross does grant and convey unto the said The Reserve Construction Company, its successors and assigns, all those five lots of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

Beginning for the first thereof on the west side of Central Avenue at the distance of eighty-one feet northerly from the intersection of the said west of Central Avenue with the third line of a lot of ground which by deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80 folio 122, was conveyed by Joseph Olevich and wife to Casper Barnes and wife, and running thence along the west side of Central Avenue northerly fifty-feet; thence with the right angles with Central Avenue westerly one hundred and twenty feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hindred and twenty-five feet to the place of beginning.

Beginning for the second thereof on the west side of Central Avenue at the distance of one hundred and thirty-one feet northerly from the intersection of the said west side of Central Avenue with the third line of a lot of ground which by Deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80 folio 122, was conveyed by Joseph Olevich and wife to Casper Barnes and wife, thence along the west side of Central Avenue northerly fifty feet; thence at right angles with Central Avenue westerly one

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hundred and twenty-five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning.

Beginning for the second thereof on the west side of Central Avenue at the distance of one hundred and eighty-one feet northerly from the intersection of the west side of Central Avenue with the third line of a lot of ground which by Deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80 folio 122, was conveyed by Joseph Olevich and wife to Casper Barnes and wife, running on the west side of Cental Avenue northerly fifty feet; thence at right angles with Central Avenue westerly one hundred and twenty five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty= feet to the place of beginning.

Beginning for the fourth thereof on the west side of Central Avenue at the distance of two hundred and thirty-one feet northerly from the intersection of the west side of Central Avenue with the third line of a lot of ground which by a Deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80 folio 122, was conveyed by Joseph Olevich and wife to Casper Barnes and wife, thence on the west side of Central Avenue northerly fifty feet; thence at right angles with said Central Avenue westerly one hundred and twenty-five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning.

Beginning for the fifth and last thereof on the west side of Central Avenue at the distance of two hundred and eighty-one feet northerly from the intersection of the said west side of Central Avenue with the third line of a lot of ground which by Deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80 folio 122; was granted and conveyed by Joseph Olevich and wife

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to Casper Barnes and wife, thence on the west side of Central Avenue northerly fifty feet; thence at right angles with said Central Avenue westerly on_ hundred and taenty-five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning.

Being all those five lots that were leased by Joseph Olevich and wife to the grantor herein by a Lease of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County.

Together with the buildings thereupon, and the rights, alleys, ways, waters, privileges, apnurtenances advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said described lots of ground and premises, unto and to the use of the said Reserve Construction Company, 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 Thirty ($30.00) Dollars, on each of the said five lots, payable half-yearly on the first days of March and September of each and every year.

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

Witness the hand and seal of said grantor.

Test: Philip Ross (Seal)

Stanley J. Yanusas

State of Maryland, Baltimore City, to wit:

I Hereby Certify That on this 29th day of October in the year one thousand nine hundred and twenty-nine before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City

aforesaid, personally appeared Philip Ross the grantor named in the above Deed and he acknowledged the aforegoing Deed to be his act.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Stanley J. Yanusas
Notary Public

Recorded 1 Nov. 1929 at 11 A.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing DEED is truly taken and copied from Liber F.S.R. No. 62, folio 277, 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 26th day of June, 1958

George T. Cromwell

George T. Cromwell, Clerk

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Equity No. 12,772

LIBER 113 PAGE 425

This Deed Made this 14th., day of January, in the year one thousand nine hundred and thirty, by and between The Reserve Construction Company, a body corporate duly incorporated under the laws of the State of Maryland, of the first part, and Thomas Berry, of Baltimore City, in the State of Maryland, of the second part.

Witnesseth, That for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable causes and considerations, the actual receipt whereof is hereby acknowledged. The Reserve Construction Company hereby does grant and convey unto the said Thomas Berry his personal representatives and assigns, all those five lots, pieces or parcels of ground situate in Anne Arundel County, State of Maryland and described as follows to wit:

Beginning for the first thereof on the west side of Central Avenue at the distance of eighty-one feet northerly from the intersection of the said west side of Central Avenue with the third line of a lot of ground which by deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80, folio 122, was conveyed by Joseph Olevich and wife to Casper Barnes and wife, and running thence along the west side of Central Avenue northerly fifty feet; thence at right angles with Central Avenue westerly one hundred and twenty-five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning.

Beginning for the second thereof on the west side of Central Avenew at the distance of one hundred and thirty one feet northerly from the intersection of said west side of Central Avenue with the third line of a lot of ground which by Deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80 folio 122, was conveyed by Joseph Olevich and wife to Casper Barnes and wife; thence along the west side of said Central Avenue northerly fifty feet; thence at right angles with Central Avenue westerly one-hundred

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E. Klawans, Exam.

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and twenty five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning.

Beginning for the third thereof on the west side of Central Avenue at the distance of one hundred and eighty-one feet northerly from the intersection of the said west side of Central Avenue with the third line of a lot of ground which by Deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80, folio 122, was conveyed by Joseph Olevich and wife to Casper Barnes and wife, thence on the west side of Central Avenue northerly fifty feet; thence at right angles with Central Avenue westerly one hundred and twenty-five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning.

Beginning for the fourth thereof on the west side of Central Avenue at the distance of two hundred and thirty-one feet northerly from the intersection of said west side of Central Avenue with the third line of a lot of ground which by Deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80, folio 122, was conveyed Joseph Olevich and wife to Casper Barnes and wife, thence on the west side of Central Avenue northerly fifty-feet; thence at right angles with said Central Avenue westerly one hundred and twenty-five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning.

Beginning for the fifth and last thereof on the west side of Central Avenue at the distance of two hundred and eighty-one feet northerly from the intersection of said west side of Central Avenue with the third line third line of a lot of ground which by Deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80, folio 122, was granted and conveyed by Joseph Olevich and wife to Casper Barnes and wife, thence on the west side of Central Avenue northerly fifty feet; thence at right agles with said Central Avenue westerly one hundred and twenty-five feet;

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thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning.

Being known as Lots Nos. 2,3,4,5 and 6, as shown on the Plat recorded with a Lease from Joseph Olevich and wife to Philip Ross, dated October 29, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 62 folio 279; and also being the same five lots that have been assigned by said Philip Ross to the grantor herein, by deed dated October 29, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 62, folio 277.

Together with all the improvements thereon being or made, alleys, ways, waters, easements, advantages and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold the said described lots of ground and premises unto and to the use of said Thomas Berry, his personal representatives and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual ground rent of Thirty Dollars on each one of said five lots, payable semiannually on the first days of March and September in each and every year. And subject to two mortgages from The Reserve Construction Company to said Joseph Olevich; one dated October 29, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 62 folio 381, and another; dated December 23, and duly recorded among the Land Records of Anne Arundel County.

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

Witness the corporate seal of The Reserve Construction Company and the signature of Arthur August, President thereof.

Test: (Corporate Seal) The Reserve Construction Company

Stanley J. Yanusas By Arthur August,

President

State of Maryland, Baltimore City, To Wit:

I Hereby Certify, that on this 14th., day of Jan. 1930, before me, the undersigned, a Notary Public of the State of Maryland, in and for the Baltimore City aforesaid, personally appeared Arthur August, the President of The Reserve Construction Company, and he acknowledged the foregoing Deed to be the act of the said body corporate.

(Notary Seal) Stanley J. Yanusas

Notary Public

Recorded March 7th. 1930, 11 am.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing DEED is truly taken and copied from Liber F.S.R. No. 72 , folio 44, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 27th day of June, 1958.

George T. Cromwell, Jr.

George T. Cromwell, Clerk

LIBER 113 PAGE 429

THIS DEED, Made this Fourth day of May, in the year one thousand nine hundred and Thirty-seven, by and between County Commissioners, a body corporate, of Anne Arundel County in the State of Maryland, of the first part, and Joseph Olevich, Grantee, of Anne Arundel County, State of Maryland, of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations paid by the said party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said County Commissioners of Anne Arundel County, a body-corporate, does grant and convey unto the said Joseph Olevich, his heirs and assigns, in fee simple, all of those four lots or parcels of ground, situate, lying and being in the Fifth Election District, aforesaid, and described as

Lots 3,4,5, and 6 at Raynor Heights. Being a part of those lots or parcels of ground which were conveyed to Thomas and Henrietta Berry, by The Reserve Construction Co, by deed dated January 14, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 72, folio 44; being also the same property which was conveyed to the County Commissioners of Anne Arundel County a body corporate, by C. Albert Hodges, late County Treasurer, by deed dated May, 4th, 1937, and recorded among the Land Records of Anne Arundel County prior to the recording of this deed.

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 Joseph Olevich his heirs and assigns, in fee-simple.

Witness the signature of Thomas J. Cullimore, President of the County Commissioners of Anne Arundel County, a body corporate, and the corporate seal duly affixed and attested by its Clerk.

TEST:

R. HARRY ARNOLD

CLERK (CORPORATE SEAL)

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate.

BY THOMAS J. CULLIMORE (SEAL)

PRESIDENT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this Fourth day of May, in the year one thousand nine hundred and Thirty-seven before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas J. Cullimore, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the aforegoing instrument to be the act and DEED of said body corporate.

As Witness my hand and Notarial Seal.

NOTARIAL SEAL)

LINA JOHNSON

NOTARY PUBLIC

Recorded-18th-May-1937-at-9:30-A.M.

12.74069

Maydell Corp - Berry

PLAINTIFF'S EXHIBIT E

Examined & Compared, Clerk

LIBER 113 PAGE 430

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing DEED is a true copy, per photostat, as recorded in Liber F.A.M. No. 164 folio 8 , 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 26th day of June, 1958.

George T. Cromwell, Clerk

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THIS DEED, made this 18th day of August in the year Nineteen Hundred and Thirty-seven by and between JOSEPH OLEVICH, widower, of Anne Arundel County, in the State of Maryland, of the first part; and EVA BELL also of said County and State, of the second part.

WITNESSETH: that in consideration of the sum of five dollars and other good and valuable considerations this day paid, receipt of which is hereby acknowledged, the said Joseph Olevich doth grant and convey unto the said Eva Bell, her heirs and assigns, in fee-simple, all those two lots or parcels of ground situate, lying and being in Anne Arundel County, Maryland, aforesaid, and described as follows, that is to say:

THE FIRST THEREOF being all that tract of land situate in the Fifth Election District of Anna Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same at the intersection of the centre lines of the Hammond Ferry Road and of Oregon Avenue, lately laid out thirty (30) feet wide and dedicated by deed dated August 2nd, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 22, folio 461, from Oregon R. Benson, Jr., and Annie L . Benson, his wife, to Koppleman, and running thence in the centre of said Oregon Avenue, with the use thereof in common with others, south eighty-three (83) degrees thirty-six (36) minutes east nineteen hundred forty-five (1945) feet to the end thereof; then south six (6) degrees twenty-four (24) minutes west fifteen (15) feet to a stone planted at the northeast corner of said Koppleman's lot; thence on the eastern outlines thereof south twenty-seven (27) degrees twelve (12) minutes West five Hundred forty-five (545) feet to a stone at the northeast corner of Michael Drier's lot; thence on the eastern outline thereof south eighteen and one-quarter (18¼) degrees west four hundred thirty-six (436) feet to the north side of the County Road passing through said tract from the Hammond's Ferry Road to the Annapolis Road; thence south nine (9) degrees west fifteen (15) feet to the centre of said road; thence in the center thereof south eighty-one (81) degrees east five hundred seventy (570) feet and south seventy-four (74) degrees twelve (12) minutes east three hundred (300) feet to intersect the eastern outline of the whole tract; thence reversing said outline and binding on Linthicum's land north twelve (12) degrees eighteen (18) minutes east fourteen hundred eighty-three (1483) feet to a large white oak tree, still on Linthicum's land north twelve (12) degrees eighteen (18) minutes east about six hundred fifty (650) feet to the waters of the Patapsco River; thence on said River and on the outlines of the whole tract north seventy-four and three-quarter (74 3/4) degrees west twenty-one and one-half (21½) perches; north seventy-five and one-quarter (75¼) degrees west eighteen (18) perches north seventy-seven and one-quarter (77¼) degrees west twelve perches; north seventy-nine (79) degrees west eighteen (18) perches; north eighty-three (83) degrees west twenty (20) perches; south eighty-seven and one-half (87½) degrees west sixteen perches, south eighty-seven and one-quarter (87¼) degrees west eighteen (18) perches; south eighty-one and three-quarter (81 3/4) degrees west ten perches; south seventy-six and three-quarter (76 3/4) degrees west thirty-three and one-third (33-1/3) perches to the center of the Hammond's Ferry Road; thence in the center thereof southerly about eighty (80) perches to the beginning. Containing about ninety-seven (97) acres. Reserving therefrom one-half acre for a grave yard with the right of entry.

BEING the same tract of land which by deed dated February 1st, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 23, folio 375, was granted and conveyed by Oregon R. Benson, Jr., and Annie L . Benson, his wife, to the said Joseph Olevich.

THE SECOND THEREOF being part of Bay Side Beach, situate and lying in the Third Election District of Anne Arundel County, Maryland, and more particularly described as follows:

12,740 Eq
Claydell Corp v Berry
PLAINTIFF'S EXHIBIT F
Examiner's Exh 7
E Kl Owens. Examiner

BEGINNING for the same on the southwest side of Bodkin Drive, forty (40) feet wide, at the distance of two hundred twenty (220) feet southeasterly from the southeast corner of Bodkin Drive and Harbor Road, also forty (40) feet wide; and running thence southeasterly binding on the southwest side of Bodkin Drive ninety-seven (97) feet to the northwest side of Southwest Road, thirty (30) feet wide; thence South fifty-seven (57) degrees thirty-eight (38) minutes West binding on said side of said Road about four hundred (400) feet to the water of Bodkin Creek; thence Northwesterly binding thereon about fifty (50) feet to intersect a line drawn Southwesterly from the place of beginning parallel with Harbor Road; and thence Northeasterly reversing said line and binding thereon about Four Hundred (400) feet to the place of beginning.

BEING the same lot of ground which by deed dated August 3rd, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 152, folio 364, was granted and conveyed by Charles C. Rittenhouse, et al, to Joseph Olevich.

THE THIRD, FOURTH, FIFTH and SIXTH being all those four lots of ground situate and lying in the Fifth Election District of Anne Arundel County, and being known as Lots Nos. Three (3), Four (4), Five (5) and Six (6) at Raynor Heights. Being a part of those lots or parcels of ground which were conveyed to Thomas and Henrietta Berry, by The Reserve Construction Company by deed dated January 14, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 72, folio 44; being also the same property which was conveyed to the County Commissioners of Anne Arundel County, a body corporate by C. Albert Hodges, late County Treasurer, by deed dated May 4, 1937, and recorded among the Land Records of Anne Arundel County prior to the recording of this deed.

BEING the same lots of ground which by deed dated May 4th, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 164, folio 8, were granted and conveyed by County-Commissioners of Anne Arundel County, a body corporate to Joseph Olevich.

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 Eva Bell, her heirs and assigns, in fee-simple.

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

Witness the hand and seal of the said Grantor.

TEST: JOSEPH OLEVICH (SEAL)

ALICE V. EDWARDS

STATE OF MARYLAND, BALTIMORE CITY TO WIT:

I HEREBY CERTIFY that on this 18th day of August, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Jodeph Olevich, the above named Grantor, and he acknowledged the aforegoing Deed to be his act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) ALICE V. EDWARDS

NOTARY PUBLIC

Recorded-21st-Aug.-1937-at-10:45-A.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing DEED is a true copy, per photostat, as recorded in Liber F.A.M. No. 167, folio 328, 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 26th day of June, 1958.

George T. Cromwell, Jr.

George T. Cromwell, Clerk

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FILED

1958 JUN 30 PM 3:47

Equity No. 12,740

LIBER 113 PAGE 434 LIBER 1210 PAGE 465

THIS DEED, made this 9th day of June, 1958, by and between Eva Bell and Stewart Bell, her husband, parties of the first part, hereinafter referred to as Grantors, and The Klaydell Corporation, a body corporate of the State of Maryland, party of the second part, hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey to and unto The Klaydell Corporation, a body corporate, its successors and assigns, in fee simple, the following described parcel of ground.

All that lot of ground lying and being in the Fifth Election District of Anne Arundel County, Maryland, more particularly described as follows:

Beginning for the same at the end of the first line of description being the South 05° 55' 05" West 651.83 foot line mentioned in a deed from Eva Bell and Stewart Bell, of even date herewith, to David Wendell and Irvin Davison, thence leaving said line and Central Avenue:

1. North 84° 04' 55" West 400.00 feet; thence running parallel to Central Avenue

2. North 05° 55' 05" East 350.00 feet; thence

3. South 84° 04' 55" East 400.00 feet to intersect the first line described in Parcel "A"; thence binding thereon

4. South 05° 55' 05" West 350.00 feet to the place of beginning. Containing 3.214 acres of land more or less.

BEING and including also a lot of ground facing Central Avenue 50 ft. with an equal depth of 145 ft. on the southeast corner of whole tract which said Lot No. 6 was acquired by the late Joseph Olevich by deed from the County Commissioners of Anne Arundel County by deed dated May 4, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 164, folio 8. The aforesaid 50 ft. lot of ground heretofore being a lease-hold interest which was extinguished by tax sale proceedings and further by the failure to pay the ground rent reserved for more than twenty successive years.

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

TO HAVE AND TO HOLD the above described property to and unto The

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PLAINTIFF'S EXHIBIT G
Examiner's Exh. 8
E. Clarence, Examiner

Klaydell Corporation, a body corporate, its successors and assigns, in fee simple.

BEING a part of the same land conveyed by Joseph Olevich to Eva Bell by deed dated August 6, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 167, folio 328. Subject to any right, title or interest in the bed of Central Avenue by the County Commissioners of Anne Arundel County.

AND the said Grantors hereby covenant that they will Warrant Specially the property hereby conveyed, and will execute such other and further assurances of the same as may be requisite.

Witness the hands and seals of the said Grantors.

Witness:

Grace R. Hartge

Grace R. Hartge as to both

Eva Bell (SEAL)
Eva Pell

Stewart Bell (SEAL)
Stewart Pell

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 9th day of June, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eva Pell and Stewart Pell, her husband, and each acknowledged the aforegoing Deed to be their act and deed.

Witness my hand and Notarial Seal.

Grace R. Hartge Notary Public

3.75

Rec'd for record June 11 1958 at 11:09 AM.
Mailed to Louis M. Strauss

28

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the aforegoing DEED is a true copy, per photostat, as recorded in Liber G.T.C. No. 1210, folio 465, 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 26th day of June, 1958.

George T. Cromwell, Jr.

George T. Cromwell, Clerk

LIBER 113 PAGE 437

THE KLAYDELL CORPORATION	:	NO. 12,740 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
THOMAS BERRY	:	ANNE ARUNDEL COUNTY

: : : : : : :

AFFIDAVIT UNDER MARYLAND RULE 105 G 1

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30 day of June, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared THEODORE G. BLOOM and made oath in due form of law that he made diligent efforts on behalf of the plaintiff to locate Thomas Berry, the defendant herein, in order that said defendant might be served personally with process in this action and be warned and notified of these proceedings; that he searched the Land Records of Anne Arundel County but found no address for the defendant other than an indication that he was at one time a resident of Baltimore City; that he searched the tax assessment records for said county, which disclose that the property which is the subject of these proceedings was assessed to the defendant prior to being sold for nonpayment of taxes, but the address listed in said records was the address of said property, and the defendant never resided there; that the record of said tax sale proceedings discloses that the address and whereabouts of the defendant were unknown to the Collector of Taxes and County Treasurer for Anne Arundel County at that time; that the defendant's name does not appear in the Index to Administration Dockets in the Orphans' Court for said county; that the affiant made inquiry of persons who were acquainted

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ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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with the defendant prior to said tax sale proceedings and is credibly informed and verily believes that the defendant left his home in the City of Baltimore and departed for parts unknown prior to said tax sale in order to avoid payment of certain debts he then owed, and his creditors have been unable to locate him since; and that the defendant's present address and whereabouts are unknown.

AS WITNESS my hand and Notarial seal.

Grace L Hartzog
Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 113 FOLIO 438A

THE KLAYDELL CORPORATION, a body corporate 715 West Ostend Street Baltimore, Maryland	:	NO. 12,740 EQUITY IN THE CIRCUIT COURT
VS.	:	FOR
THOMAS BERRY Residence and whereabouts unknown	:	ANNE ARUNDEL COUNTY

: : : : : : :

ORDER OF PUBLICATION

The object of this suit is to quiet title to a certain lot in the Fifth Election District of Anne Arundel County, being Lot No. 6 on the plat recorded with a lease from Joseph Olevich and wife to Philip Ross, dated October 29, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 62, folio 279, and described as follows:

> Beginning on the west side of Central Avenue at the distance of two hundred and eighty-one feet northerly from the intersection of said west side of Central Avenue with the third line of a lot of ground which by deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80, folio 122, was granted and conveyed by Joseph Olevich and wife to Casper Barnes and wife; thence on the west side of Central Avenue northerly fifty feet; thence at right angles with said Central Avenue westerly one hundred and twenty-five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning.

The bill recites that Joseph Olevich, having acquired a large tract of land which included said lot, leased said lot and others to one Philip Ross for a term of 99 years renewable forever, retaining and reserving an annual ground rent thereon; that by mesne conveyances, the leasehold interest in said lot became vested in the defendant, subject to said ground rent and certain mortgages to the said Joseph Olevich; that the defendant defaulted in the payment of certain taxes, whereupon said lot was

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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sold at tax sale to the County Commissioners of Anne Arundel County, which, in turn, conveyed the same to the said Joseph Olevich, who then conveyed said lot and other lands to Eva Bell; that the said Eva Bell, after having been in possession of said lot under color of title and claim of right openly, notoriously, continuously, and adversely to all the world for a period of more than twenty years, during which the defendant never asserted any title thereto or paid the taxes, ground rent or mortgages thereon, conveyed said lot to the plaintiff; that although the plaintiff is seized and possessed of, and has full title to, said lot by reason of said conveyances and the adverse possession of its predecessor in title, the defendant has, or is claimed to have, some interest of record in said lot by reason of a defect in the aforementioned tax sale, wherefore the plaintiff brought this action under and by virtue of Article 16, Section 128, of the Annotated Code of Maryland (1957 Edition); and that the defendant's present address and whereabouts are unknown.

It is thereupon, this 1st day of July, 1958, by the Circuit Court for Anne Arundel County in Equity ordered, pursuant to Maryland Rules 105 and 111, that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in said county once a week for four successive weeks before the 11th day of August, 1958, give notice to the defendant of the substance and object of this bill of complaint, warning him to file his initial pleading in this Court either in person or by solicitor on or before the 11th day of September, 1958, and show cause, if any he have, why a decree should not be passed as prayed.

Matthew S. Brown
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ALBERT J. GOODMAN
Solicitor
Annapolis, Maryland

No. 12,740 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

THE KLAYDELL CORPORATION
a body corporate
715 West Ostend Street
Baltimore, Maryland
VERSUS
THOMAS BERRY
Residence and whereabouts unknown

Order Of Publication

The object of this suit is to quiet title to a certain lot in the Fifth Election District of Anne Arundel County, being Lot. No. 6 on the plat recorded with a lease from Joseph Olevich and wife to Philip Ross, dated October 29, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 62, folio 279, and described as follows:

Beginning on the west side of Central Avenue at the distance of two hundred and eighty-one feet northerly from the intersection of said west side of Central Avenue with the third line of a lot of ground which by deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80, folio 122, was granted and conveyed by Joseph Olevich and wife to Casper Barnes and wife; thence on the west side of Central Avenue, northerly fifty feet; thence at right angles with said Central Avenue westerly one hundred and twenty-five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred and twenty-five feet to the place of beginning.

The bill recites that Joseph Olevich, having acquired a large tract of land which included said lot, leased said lot and others to one Philip Ross for a term of 99 years renewable forever, retaining and reserving an annual ground rent thereon; that by

LIBER 113 PAGE 439 OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1958

We hereby certify, that the annexed

Order Publication - No 12740 Eq.

Thomas Berry

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

ED
PM 3:18

2:18

mesne conveyances, the leasehold interest in said lot became vested in the defendant, subject to said ground rent and certain mortgages to the said Joseph Olevich; that the defendant defaulted in the payment of certain taxes, whereupon said lot was sold at tax sale to the County Commissioners of Anne Arundel County, which, in turn, conveyed the same to the said Joseph Olevich, who then conveyed said lot and other lands to Eva Bell; that the said Eva Bell, after having been in possession of said lot under color of title and claim of right openly, notoriously, continuously, and adversely to all the world for a period of more than twenty years, during which the defendant never asserted any title thereto or paid the taxes, ground rent or mortgages thereon, conveyed said lot to the plaintiff; that although the plaintiff is seized and possessed of, and has full title to, said lot by reason of said conveyances and the adverse possession of its predecessor in title, the defendant has, or is claimed to have, some interest of record in said lot by reason of a defect in the aforementioned tax sale, wherefore the plaintiff brought this action under and by virtue of Article 16, Section 128, of the Annotated Code of Maryland (1957 Edition); and that the defendant's present address and whereabouts are unknown.

It is thereupon, this 1st day of July, 1958, by the Circuit Court for Anne Arundel County in Equity ordered, pursuant to Maryland Rules 105 and 111, that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in said county once a week for four successive weeks before the 11th day of August, 1958, give notice to the defendant of the substance and object of this bill of complaint, warning him to file his initial pleading in this Court either in person or by solicitor on or before the 11th day of September, 1958, and show cause, if any he have, why a decree should not passed as prayed.

MATTHEW S. EVANS, Judge

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Jy-31

LIBER 113 PAGE 441

THE KLAYDELL CORPORATION

vs.

THOMAS BERRY

No. 12,740 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, Thomas Berry, after order of publication duly published ~~(or served) having been duly summoned~~, having failed to appear to the bill of complaint and answer same according to the command of the said order of publication ~~(or writ of summons)~~;

It is, thereupon, this 16th day of September, 1958, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill ~~upon giving due notice to the respondent of the time and place of taking of testimony~~.

Benjamin Michaelson

Judge

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35

THE KLAYDELL CORPORATION,	:	IN
Petitioner	:	THE CIRCUIT COURT
vs.	:	FOR
THOMAS BERRY,	:	ANNE ARUNDEL COUNTY
Respondent	:	NO. 12,740 EQUITY

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

TESTIMONY ON BEHALF OF THE PETITIONER

October 17, 1958

Present:

Mr. Albert J. Goodman, Solicitor for Petitioner

Mrs. Emanuel Klawans, Court Examiner

Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

W. Garrett Larrimore, pages 2 - 7

Theodore G. Bloom, pages 8 - 9

Eva Bell, pages 10 - 13

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1958 OCT 18 AM 11:56

W. Garrett Larrimore, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1. What is your name?

A. W. Garrett Larrimore.

2. Your address?

A. 12 Church Circle, Annapolis.

3. Your profession?

A. Attorney at law.

4. How long have you been engaged in the practice of law?

A. Approximately five years.

5. In what particular speciality are you engaged?

A. More or less specialize in title work.

6. Have you ever had occasion to examine the title to the property involved in these proceedings?

A. I have.

7. What was that occasion?

A. I was employed by another attorney to search the title of the Bell property.

8. Who was your client?

A. The attorney representing the Klaydell Corporation.

9. Is the property involved in these proceedings part of that tract of land?

A. It was.

10. When did you make this title examination?

A. May, 1958.

11. Did your examination in title extend back to a common source of the defendant's as well as of the plaintiff's title to this property?

A. Yes.

12. Who was that common source of title?

A. Joseph Olevich.

13. When and how did Joseph Olevich acquire title to this property?

A. By deed dated February 1st, 1921, recorded in Liber W.N.W., No. 23, folio 375.

14. I show you a certified copy of a deed filed with the Bill of Compläint in this action as "Plaintiff's Exhibit A," and ask whether or not that is a copy of the deed to which you refer?

A. It is.

(DEED DATED FEBRUARY 1, 1921 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

15. Did you, as part of your examination, make a sketch or plat of the property described in that deed?

A. Yes.

16. I hand you this plat and ask you if this is your sketch?

A. Yes, it is.

(PLAT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

17. What property shown on that plat was included in this deed to Joseph Olevich?

A. All of it. Everything with the heavy blue line around the entire tract.

18. What portion of the entire tract is the lot which is involved in these proceedings?

A. Lot No. 6. The lot shown on the plat by the solid red shading and the words "Tax Sale."

19. Beginning with Joseph Olevich, trace the chain of title down to the parties to this case.

A. On October the 29th, 1929, Joseph Olevich executed a lease to five lots within the entire tract for 99 years, renewable forever, to Phillip Ross, retaining an annual

ground rent. These lots, designated as Lots 2, 3, 4, 5, and 6, are shown on the plat in red. Lots 2, 3, 4 by red cross-hatching and lot 6, which is the property involved in this suit, by solid red shading. The lease is recorded in Liber F.S.R. 62, folio 279.

20. I show you this certified copy of the lease filed with the bill of complaint as "Plaintiff's Exhibit B," and ask whether or not that is a copy of the lease to which you have just referred?

A. It is.

(CERTIFIED COPY OF LEASE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

21. Continue, Mr. Larrimore.

A. On the same day, October the 29th, 1929, Phillip Ross conveyed the leasehold interest in these same five lots to the Reserve Construction Company. That deed was recorded in Liber F.S.R. 62, folio 277.

22. I show you a certified copy of a deed filed with the bill of complaint as "Plaintiff's Exhibit C," and ask whether or not this is a copy of the deed to which you just referred?

A. It is.

(CERTIFIED COPY OF DEED DATED OCTOBER 29, 1929 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

23. Continue.

A. The Reserve Construction Company gave Joseph Olevich two mortgages covering these five lots. The first one is dated October the 29th, 1929, and recorded in Liber F.S.R. 62, folio 381. The second one is dated December the 23rd, 1929, and recorded in Liber F.S.R. 56, folio 472. Neither of these mortgages has been

satisfied or released of record with respect to the lot here involved. Then on January the 14th, 1930, the Reserve Construction Company conveyed its leasehold interest in Lots 2, 3, 4, 5, and 6 to the defendant, Thomas Berry, subject to the two mortgages, by deed recorded in Liber F.S.R. 72, folio 44.

24. I show you a certified copy of a deed filed with the bill of complaint as "Plaintiff's Exhibit D," and ask you whether or not this is a copy of the deed to which you have just referred?

A. It is.

(DEED DATED JANUARY 14, 1930 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 5)

25. Alright, continue.

A. Thomas Berry neglected to pay the taxes on these lots, and they were sold at Tax Sale on November the 14th, 1933, to the County Commissioners of Anne Arundel County. The sale was not reported until October 1, 1936, and it was ratified on November the 24th, 1936. This is all recorded in Tax Sale Proceedings No. 1975. On May the 4th, 1937, C. Albert Hodges, Treasurer, conveyed these lots to the County Commissioners by a deed recorded in Liber F.A.M. 164, folio 8. On the same day, the County Commissioners conveyed this property acquired by Tax Sale, back to Joseph Olevich, by deed also recorded in Liber F.A.M. 164, folio 8.

26. I show you a certified copy of a deed filed with the bill of complaint as "Plaintiff's Exhibit E," and ask you whether or not this is a copy of the deed from the County Commissioners to Joseph Olevich to which you have just referred?

A. It is.

(CERTIFIED COPY OF DEED FILED HEREWITH, DATED MAY 4, 1937, MARKED EXAMINER'S EXHIBIT NO. 6)

27. Continue.

A. At this time, Joseph Olevich, himself, had three sources of title to Lot 6, through the tax sale, the reservation of the ground rent or fee when the leasehold was created, and the two unreleased mortgages. Then, on August 18th, 1937, Joseph Olevich, then a widower, conveyed the whole tract of land orginally acquired by the deed introduced as Exhibit No. 1, including Lot No. 6, to Eva Bell. This deed is recorded in Liber F.A.M. 167, folio 328.

28. I show you a certified copy of a deed filed with the bill of complaint as "Plaintiff's Exhibit F," and ask whether or not this is the deed from Olevich to Bell, to which you have just referred?

A. It is.

(CERTIFIED COPY OF DEED DATED AUGUST 18, 1937 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 7)

29. Continue, sir.

A. Then, on June the 9th, 1958, Eva Bell and her husband conveyed a large portion of the property acquired from Joseph Olevich to the Klaydell Corporation and Lot No. 6 is included in that tract. This deed is recorded in Liber G.T.C. No. 1210, folio 465.

30. I show you a certified copy of a deed filed with the bill of complaint as "Plaintiff's Exhibit G," and ask whether or not this deed is a copy of the deed from Bell to the plaintiff to which you have just referred?

A. It is.

(CERTIFIED COPY OF DEED DATED JUNE 9, 1958 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 8)

31. Was this deed to the plaintiff the only conveyance by Mrs. Bell out of the tract acquired from Olevich?

A. No. Except for a few parcels conveyed out by Olevich before the deed to Mrs. Bell, all of the other parcels or lots shown on the plat have been conveyed by Mrs. Bell since she acquired the property from Olevich. That included the other tax sale lots, lots 2, 3, 4, and 5, shown by the red cross-hatching on the plat. Lot 6 was the last one of the 5 lots in which Thomas Berry has a leasehold interest and which were sold at tax sale, to be conveyed by Mrs. Bell.

32. Summarizing your testimony, with respect to Lot 6, who has the title of record?

A. The Klaydell Corporation now has the record title to Lot 6, having acquired it from Mrs. Bell, who in turn acquired it from Joseph Olevich. Joseph Olevich's title came from three sources. First, he was the owner of the reversion reserved when he originally leased the lot for 99 years back in 1929. Second, he held two unsatisfied and unreleased mortgages on the leasehold. Third, when the lot was sold at tax sale for nonpayment of taxes by the tenant, he bought it back in from the County Commissioners. On the other hand, Thomas Berry still might claim to have some interest in the lot by reason of the tax sale procedure. The tax sale was in 1933 and was not reported and ratified until 1936. However, Mrs. Bell had the record title for over twenty years before she conveyed it to the Klaydell Corporation.

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 W. Laurens Sumner

Theodore G. Bloom, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1. What is your name, please?

A. Theodore G. Bloom.

2. Where do you live?

A. 114 Simms Drive, Annapolis.

3. What is your profession?

A. Lawyer.

4. Where is your office?

A. 156 South Street, Annapolis.

5. You made an affidavit that you made diligent efforts to locate Thomas Berry, the defendant, in order that he might be personally served with summons or notified of these proceedings. What efforts did you make, Mr. Bloom?

A. I searched the land records of Anne Arundel County for conveyances to Thomas Berry. I found a deed from the Reserve Construction Company conveying to Berry a leasehold interest in 5 lots, but there was no address for Berry other than a reference to the fact that he was from Baltimore City. I searched the judgment index and found an old judgment which had been satisfied and I went to the case itself, and found that it was a judgment originally entered in one of the Baltimore City Courts and merely recorded here. There was no address given for the defendant. I went to the tax assessment records and found that the lots which have mentioned in these proceedings were once assessed to the defendant. The only address given was the address of the property, but the defendant never actually resided

there. The property was sold at tax sale. The records of the tax sale proceedings show that the address and whereabouts of the defendant were unknown to the collector of taxes at that time. I could find nothing in the Orphan's Court records pertaining to the defendant. I knew that Mr. and Mrs. Bell had once known the defendant and knew other people who also knew the defendant, and I inquired of them, and was informed that Mr. Berry left Baltimore for parts unknown at or about the time, or just before the tax sale proceedings. He was in debt and presumably skipped out of town to avoid his debts and neither his creditors, nor friends, nor acquaintenances from his old neighborhood have heard from his since or have any idea as to his present address. This is entirely consistent with the fact that he didn't pay the taxes on the property or the mortgages he assumed when he acquired the property or the ground rents. And in short, I found no evidence to indicate that he is not still alive and no information which would give a clue as to his present address.

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... Theodore G. Boone

Eva Bell, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1 What is your name?

A. Eva Bell.

2. Where do you live?

A. 109 Archwood Avenue, Anne Arundel County, Woodlawn Heights, Glen Burnie Post Office.

3. Are you the same Eva Bell to whom Joseph Olevich conveyed the property described in the deed dated August the 18th, 1937, which has been introduced in evidence as Examiner's Exhibit No. 7?

A. Yes.

4. What was your relationship to Joseph Olevich?

A. He was my father.

5. Is he now dead?

A. He is now dead. He died September the 12th, 1938.

6. In August, 1937, when you acquired this property, was it then vacant or was it occupied by anyone?

A. It was vacant?

7. What have you done with this property since 1937 when you acquired it?

A. Well everything but actually live on the place myself. I have had it cleared, surveyed and marked and bounded. I have been selling parts off of it from time to time and continuously paying taxes on all of it except the parts I sold and conveyed away. There was a gravel pit on part of the land and I leased that part to Williams & Associates and eventually sold them the gravel pit; and finally, I sold the last part, including Lot no. 6,

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to the Klaydell Corporation. I had part of the property, including Lot No. 6, rezoned.

8. When you sold off portions of the land you acquired from Joseph Olevich from time to time, did you convey any of the lots involved in the tax sale proceedings against Thomas Berry?

A. Yes, lots 2, 3, 4, 5 and 6. I deeded Lot No. 3 to Algard Olevich in 1938, and Lot 4 to Joseph Olevich in 1938; and lot No. 5 to George Booth in 1944. Of course then, Lot No. 6 was included in the deed to the Klaydell Corporation.

9. During all these years since 1937, did anyone ever question your ownership of this property or any part of it?

A. No. Everybody in the vicinity knew that I was the owner.

10. Were you familiar with your father's business affairs prior to 1937?

A. Yes.

11. Do you know whether or not the mortgages on Lots Nos. 2 through 6 from the Reserve Construction Company to your father were ever paid and released?

A. They were never paid. There was a release on Lot No. 2 from the mortgages, but the other lots were never released.

12. Did you know Thomas Berry, the defendant in this action?

A. Yes.

13. Did he ever live on this property?

A. No. He lived in Baltimore until 1932 or thereabouts, and then he disappeared.

14. Have you made any inquiries as to his present whereabouts?

A. Yes. I have asked people who knew him very well back in 1932 and before. None of them have any idea where he might be now. He owed a lot of money to a lot of people, and he defaulted in the payment of the taxes on this property, never paid the mortgages or the ground rents; and then in 1932 or thereabouts, he just disappeared. The people he owed money to haven't been able to find him either.

15. Did Thomas Berry, at anytime after you acquired this property in 1937, ever make any claim of ownership to any of the tax sale lots?

A. No. I haven"T seen him or heard from him since he left Baltimore in 1932, and I don't know of anybody else who has.

16. Did anyone other than Thomas Berry, ever claim any part of that land you acquired from your father in 1937 since you have acquired it?

A. No. I am the only one who ever claimed any title to it. I was the only one recognized by people in the neighborhood as being the owner of the property. Nobody else ever went on it or used it for any purpose except with my permission until I sold it off, and then the purchasers took possession of what I sold them. In several condemnation cases, the State dealt with me as the owner of the property.

17. Then it is your testimony that you openly exercised exclusive acts of ownership and possession over Lot No. 6 ever since you acquired title to it by deed in

1937, until you sold it to the Klaydell Corporation.

A. Yes. It has always been a vacant lot. I've done everything with that lot any owner could do, short of actually building on it and occupying it. I had a deed to it, and nobody ever questioned my title while I owned it.

18. Do you still live in the vicinity of this property?

A. Yes.

19. Do you know whether or not the Klaydell Corporation actually went into possession and physically occupied the land you conveyed to them, including Lot No. 6?

A. Yes, they have cleared it off and are now building on it. Last night we were down there and they have put a drain pipe right throught the place, and the drain pipe is about that big, right through the middle of the lot, to run it back into the lower land.

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 Eva Bell.....

Signature.....

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 18th day of October, 1958.

Emanuel Klawans (SEAL)

Emanuel Klawans, Examiner

E.K. $10.00 pd EIC

S.M. $13.00 pd SM.

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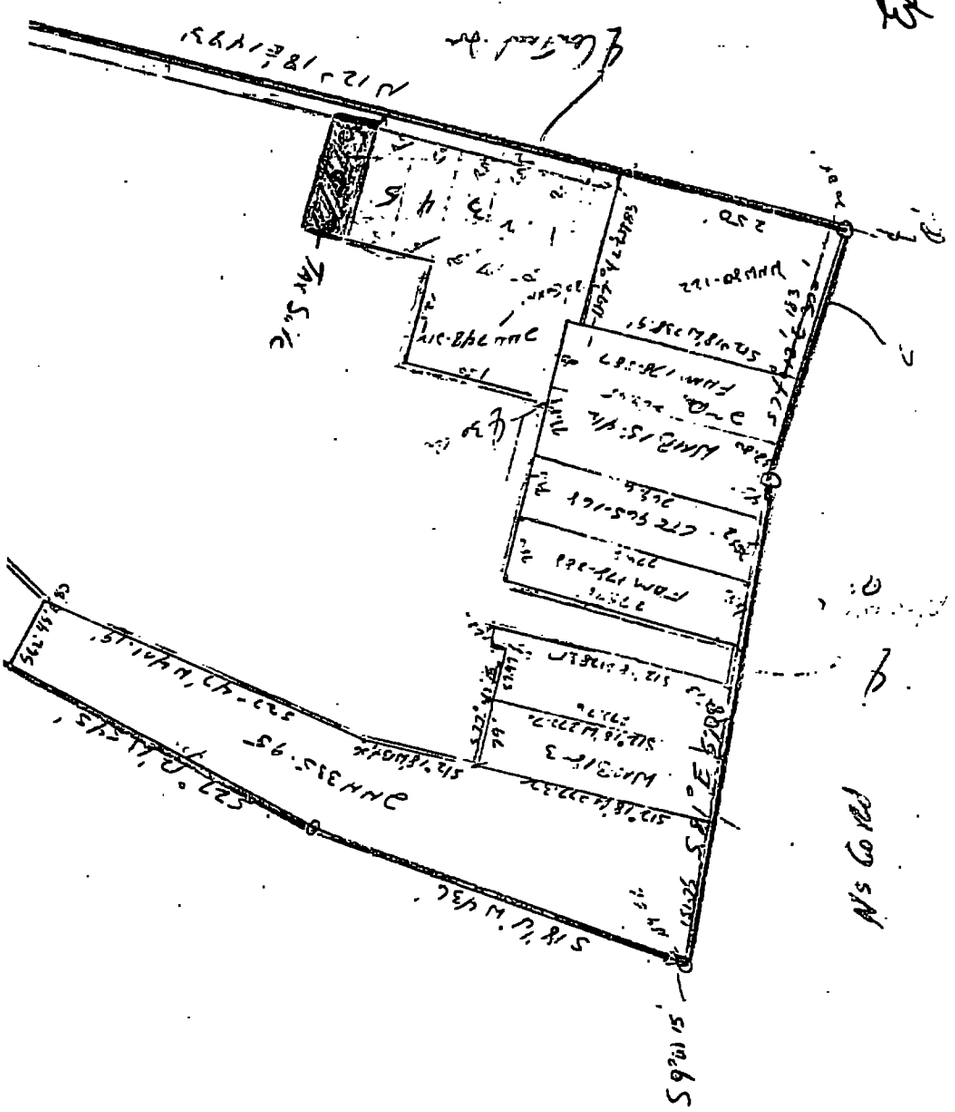
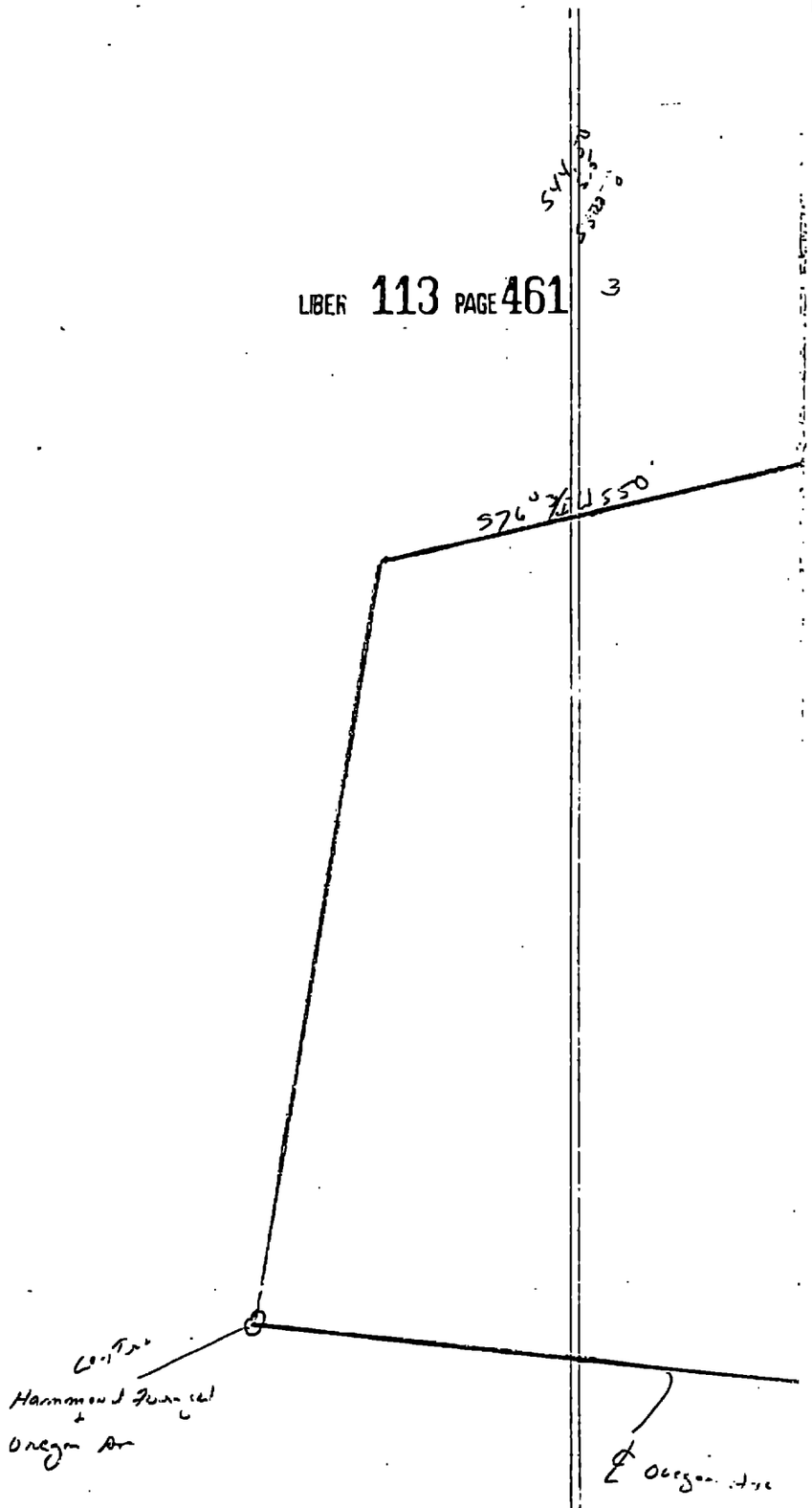
LIBER 113 PAGE 459

WMB 25-292

Examiner's Exh. 2
E Klawans
Examiner



12,740 Eq
Kingdell Corp. - Berry
Examiner's Exh. 2
E Klawans
Examiner


Hammond Funeral
Oregon Ave
℄ Oregon Ave

LIBER 113 PAGE 462

THE KLAYDELL CORPORATION	:	NO. 12,740 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
THOMAS BERRY	:	ANNE ARUNDEL COUNTY

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

DECREE

THIS CAUSE, standing ready for hearing and being submitted by the plaintiff, testimony having been taken before an examiner following the entry of a decree pro confesso against the defendant, the proceedings were read and considered by the Court.

IT IS, THEREFORE, this 29th day of October, 1958, by the Circuit Court for Anne Arundel County, sitting in equity, adjudged, ordered, decreed, and declared:

1. That the plaintiff, The Klaydell Corporation, is hereby decreed and declared to have absolute ownership and right of disposition of that lot or parcel of land mentioned and designated in these proceedings as Lot No. 6 and described as follows:

> Beginning for the same on the west side of Central Avenue at the distance of two hundred and eighty-one feet northerly from the intersection of said west side of Central Avenue with the third line of a lot of ground which by deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80, folio 122, was granted and conveyed by Joseph Olevich and wife to Casper Barnes and wife; thence on the west side of Central Avenue northerly fifty feet; thence at right angles with said Central Avenue, westerly one hundred twenty-five feet; thence parallel with Central Avenue southerly fifty feet; and thence easterly one hundred twenty-five feet to the place of beginning, the same being the lot of ground fifthly described in a deed from Reserve Construction Company to Thomas Berry dated January 14, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 72, folio 44.

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1958 OCT 30 AM 9:52

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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2. That the plaintiff pay the costs of these proceedings.

Benjamin Michaelson
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 113 PAGE 464

In the Matter of the Sale	:	No. 12,765 Equity
of the Mortgaged Real Estate	:	In the Circuit Court
of Harry R. Jones and	:	for
Dorothy H. Jones, his wife	:	Anne Arundel County

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in Mortgage

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1958 JUL 17 AM 11:26

LIBER 113 PAGE 465
LIBER 1127 PAGE 396

No. 12,765 Equity
L 35 46

First purchase money

This Mortgage, made this 14TH day of June in the year one thousand nine hundred and fifty-seven, between HARRY R. JONES and DOROTHY H. JONES, HIS WIFE of Anne Arundel County, 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

EIGHT THOUSAND DOLLARS ----------($8,000.00)

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 SIXTY EIGHT DOLLARS ----------($68.00) 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 Elect. Dist., Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 9 and 11 in Block No. 35 as shown on a plat entitled "Plat of Franklin Manor Beach, June 1921, Thomas W. Marshall, C. E." which is recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 4.

BEING the same property conveyed to the within-named Mortgagors by Lawrence L. Dent and Myrtle G. Dent, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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1958 JUL 17 AM 11:27

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The said Mortgagors agree 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.

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

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

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

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the 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 forclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and 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 aforegoing covenants for thirty days.

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

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

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

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

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

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

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

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

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

Harry R. Jones (SEAL)
Harry R. Jones

Dorothy H. Jones (SEAL)
Dorothy H. Jones

(SEAL)

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LIBER 113 PAGE 468

LIBER 1127 PAGE 399

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 14TH day of June

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 Harry R. Jones and Dorothy H. Jones, 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 Wilmer M. Johnson, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke

NORWOOD A. WIENEKE
NOTARY PUBLIC

My commission expires 5/1/59

Rec'd for record June 17 19 57 m at 12:47 P.M.
Mailed to Wm. W. Townshend Jr.

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

First purchase money
MORTGAGE
FROM
Harry R. Jones and
Dorothy H. Jones, 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 the Land Records of Anne Arundel County
REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
..... and examined per
..... 1957 JUN 17 PM 12:47 ..... Clerk.
Cost & RECORDED IN LIBER G.T.C. NO. 1127 FOLIO 396
GEO. I. CROMWELL, CLERK

L-3546

LIBER 113 PAGE 469 No. 12,765 Equity

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

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Harry R. Jones and Dorothy H. Jones, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated June 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 396, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, AUGUST 12, 1958

at 10:30 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, described as follows:

Known and designated as Lots Nos. 9 and 11 in Block No. 35 as shown on a plat entitled "Plat of Franklin Manor Beach, June 1921, Thomas W. Marshall, C.E." which is recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 4.

Being the same property conveyed unto Harry R. Jones and Dorothy H. Jones, his wife, by deed dated June 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 394.

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
July 17, 24 and 31, 1958
August 7, 1958

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1958 JUL 17 AM 11:27

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LIBER 113 PAGE 470

In the Matter of the	:	No. 12,765 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Harry R. Jones and	:	for
Dorothy H. Jones, 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 a 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 Defenats 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

MARY LEE ALBRIGHT NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Subscribed and sworn to before me this 14th day of July, 1958.

Mary Lee Albright
Mary Lee Albright, Notary Public

My commission expires 5/4/59.

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1958 JUL 17 AM 11:27

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LIBER 113 PAGE 471

In the Matter of the Sale of the : No. 12,765 Equity

Mortgaged Real Estate of Harry R. : In the Circuit Court for

Jones and Dorothy H. Jones, : Anne Arundel County

his wife :

****

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Harry R. Jones and Dorothy H. Jones, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated June 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 396 -		$8,000.00
Total amount paid on account of principal		231.58
		$7,768.42
Credit, Expense Account		5.11
		$7,763.31
Interest, 5/1/58 to 7/31/58	$ 116.52	
Interest 8/1/58 to 8/12/58	15.54	
Late charge	12.96	
	$ 145.02	145.02
Total amount of indebtedness due - - - - - - - - - - - - - - - - - -		$7,908.33

William W. Townshend, Jr., Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of August, 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 acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Grace Senseney

Grace Senseney, Notary Public

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO.

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1958 AUG 11 PM 3:59

LIBER 113 PAGE 472

LIBER 9 PAGE 386

227 ST PAUL STREET
BALTIMORE, MD.

New Amsterdam Casualty Company

A STOCK COMPANY

60 JOHN STREET
NEW YORK

No. 12,765 Equity

BOND NO. 263853

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 EIGHT THOUSAND AND 00/100 ($8,000.00) 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 8th day of August, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Harry R. Jones and Dorothy H. Jones, his wife, to United Federal Savings and Loan Association, bearing date June 14th-1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1127 Folio 396, the said William W. Townshend Jr. as Attorney-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-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.

Witness as to Principal:

Alice Gary

William W. Townshend Jr. (SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

Witness as to Surety:

M. S. Kraus

M. S. Kraus

Bond Approved this 11th day of August 1958.

George T. Cromwell, Clerk

FILED

1958 AUG 11 PM 3:59

9

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building uth St.
Annapolis, Mary..d

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Harry R. Jones and Dorothy H. Jones, his wife, to United Fedcral Savings and Loan Association of Glen Burnie, dated June 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Follo 396, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tues., August 12, 1958
at 10:30 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, described as follows:

Known and designated as Lots Nos. 9 and 11 in Block No. 35 as shown on a plat entitled "Plat of Franklin Manor Beach, June 1921, Thomas W. Marshall, C.E." which is recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 4.

Being the same property conveyed unto Harry R. Jones and Dorothy H. Jones, his wife, by dced dated June 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 394.

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:

10

WILLIAM W. TOWNSHEND, JR.,
Attorney
Towns-Worth Building, South St.
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer

A-7

LIBER 113 PAGE 473 C :CE OF

Maryland Gazette

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

Attorney's Sale

No. 12,765 Equity

Harry R. Jones

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of August, 1958. The first insertion being made the 17th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED
1958 AUG 12 PM 1:11

LIBER 113 PAGE 474

ROBERT H. CAMPBELL - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

No. 12,765 Equity

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Harry R. Jones and Dorothy H. Jones, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated June 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 396, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, AUGUST 12th, 1958

at 10:30 o'clock A.M.

All those lots or parcels of ground situte, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, described as follows:

Known and designated as Lots Nos. 9 and 11 in Block No. 35 as shown on a plat entitled "Plat of Franklin Manor Beach, June 1921, Thomas W. Marshall, C. E." which is recorded among the Plat records of Anne Arundel County in Plat Book 15, Folio 4.

Being the same property conveyed unto Harry R. Jones and Dorothy H. Jones, his wife, by deed dated June 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 394.

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

FILED

1958 AUG 18 PM 12:08

No. 12,765 Equity

LIBER 113 PAGE 475 Annapolis, Md.
August 12, 1958

I hereby certify that I have this 12th day of August, 1958, sold the property of William W. Townshend, Jr., Attorney, known as Lots Nos. 9 and 11, Block 35, Franklin Manor Beach, unto United Federal Savings and Loan Association of Glen Burnie

at and for the sum of SEVEN THOUSAND NINE HUNDRED EIGHT AND THIRTY-THREE CENTS----------($7,908.33)-------

and they then and there being the highest bidder(s) therefor.

Robert H. Campbell

ROBERT H. CAMPBELL

Annapolis, Md.
August 12, 1958

I/We hereby certify that I/we have this 12th day of August 1958, purchased from William W. Townshend, Jr., Attorney, the property known as Lots Nos. 9 and 11, Block 35, Franklin Manor Beach, at and for the sum of SEVEN THOUSAND NINE HUNDRED EIGHT AND THIRTY-THREE CENTS----------($7,908.33)------

and I/we hereby agree to comply with the terms of sale.

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE

Purchaser

BY: Wilmer M. Johnson

Wilmer M. Johnson Purchaser
President

FILED

1958 AUG 18 PM 12:08

In the matter of the mortgaged * No. 12,765 Equity
real estate of Harry R. Jones * In the Circuit Court for
and Dorothy H. Jones, 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, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Harry R. Jones and Dorothy H. Jones, his wife, dated June 14, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 396, said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, August 12, 1958, at 10:30 o'clock a.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 Nine Hundred Eight Dollars and Thirty-three Cents ($7908.33), being at that figure the highest bidder therefor, said property described as follows:

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 9 and 11 in Block No. 35 as shown on a plat entitled "Plat of Franklin Manor Beach, June 1921, Thomas W. Marshall, C.E." which is recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 4.

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

FILED
1958 AUG 18 PM 12:08

13

the terms of sale, which are as follows: A cash deposit of $500 will be required of the 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.

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of August, 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 made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Grace Senseney
Grace Senseney, Notary Public

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO.

LIBER 113 PAGE 478

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HARRY R. JONES and ~~XXXXX~~ DOROTHY H. JONES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,765 Equity

Ordered, this 18th day of August, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage ~~Trustees~~,

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

The report states that the amount of sale ~~XXXX~~ was $ 7,908.33

George T. Crommelin Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HARRY R. JONES and ~~XXXXX~~ DOROTHY H. JONES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of September, 19 Finally that the sale made and reported by the Attorney ~~XXXXX~~ aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney ~~XXXXX~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans Judge

FILED

1958 SEP 24 AM 9:29

15

LIBER 113 PAGE 479 OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,765 Equity

In the Matter of the Mortgaged Real Estate of
HARRY R. JONES, and
DOROTHY H. JONES, his wife

Ordered, this 18th day of August, 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 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.

The report states that the amount of sale was $7,908.33.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,765
Harry R. Jones

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of September, 1958. The first insertion being made the 21st day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED
1958 SEP 15 PM 3:52

No. M. G. 451 E

16

LIBER 113 PAGE 480

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~his~~
Harry R. Jones
and
Dorothy H. Jones, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,765 Equity

To the Honorable, the Judges of said Court:

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

September 29, 1958

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

FILED

1958 SEP 29 PM 1:39

17

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Harry R. Jones and Dorothy H. Jones, his wife

To Attorney for Commissions, viz:	267	25		
To Attorney for Fee, viz:	100	00	367	25
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. -handbills	11	72		
New Amsterdam Casualty Co. -bond premium	32	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Mary Lee Albright - notary fee		50		
Grace Senseney - notary fees	1	00	156	78
To United Federal Savings and Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	7,372	11	7,372	11
			7,947	64
Amount of mortgage claim filed	7,908	33		
Cr. Amount allowed above	7,372	11		
Balance subject to decree in personam	536	22		

18

with

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

Cr.

1958				
Aug.	12	Proceeds of Sale	7,908 33	7,908 33
		Refund 1958 State and County taxes ($101.35) - 4 months 19 days	39 31	39 31
				7,947 64

ORDER NISI LIBER 113 PAGE 483

In the Matter of the Sale of

the Mortgaged Real Estate

of ~~XXXXXX~~

Harry R. Jones

and

Dorothy H. Jones, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 12,765 Equity.

FILED
1958 SEP 29 PM 1:39

ORDERED, This 29th day of September, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3rd day of ~~October~~ 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 3rd day of ~~November~~ November next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of November, 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~~ Auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 NOV -6 PM 3:45

JUDGE

20

LIBER 113 PAGE 484

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,765 Equity

In the Matter of the Sale of the Mortgaged Real Estate of HARRY R. JONES and DOROTHY H. JONES, his wife

Ordered, this 29th day of September, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3rd day of 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 3rd day of November next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
O-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1958

We hereby certify, that the annexed Order Nisi, Eq. 12,765 Auditor account.

Harry R. Jones

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of November, 1958. The first insertion being made the 2nd day of October, 1958.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 547 1958 NOV -5 AM 11:18 By H. Tilghman

21

ANNE ARUNDEL COUNTY WELFARE BOARD :
Annapolis, Maryland

LIBER 113 PAGE 485

PETITIONER

:

VS.

FRANK G. TRACEY, EXECUTOR NAMED IN
THE WILL OF THOMAS TRACEY, DECEASED

and :

FRANK G. TRACEY and MARGARET TRACEY,
His Wife,
Poplar Ridge Road
Pasadena P. O., Maryland :

IN THE

and

JOHN THOMAS TRACEY :
Roland Avenue and 36th Street
Baltimore, Maryland

CIRCUIT COURT

and

LAWRENCE TRACEY and Daisy Tracey,
His Wife,
2411 East Fairmount Avenue :
Baltimore, Maryland

FOR

and

MAY TRACEY WEAVER and HERBERT WEAVER, :
Her Husband
Mountain Road
Pasadena P. O., Maryland

ANNE ARUNDEL COUNTY

and :

NELLIE TRACEY DAVIS and RICHARD DAVIS,
Her Husband
Newport News, Virginia :

NO. 11,632 EQUITY

and

NANCY TRACEY HOPKINS and HOWARD HOPKINS
Her Husband
Austin St., Between Light St. and Williams
Street, Baltimore, Maryland :

and

CAROLYN TRACEY, Widow of JOSEPH TRACEY, :
Deceased
Magothy Beach
Pasadena P. O., Maryland

and

THE UNKNOWN HEIRS, ADMINISTRATOR OR
EXECUTOR OF THE ESTATE OF JOSEPH TRACEY

and

Filed JAN 30 1956

LIBER 113 PAGE 486

CATHERINE TRACEY
Widow of ELMER TRACEY,
Deceased,
Riviera Beach
Pasadena P. O., Maryland :

and

THE UNKNOWN HEIRS, ADMINISTRATOR
or EXECUTOR OF THE ESTATE OF
ELMER TRACEY, DECEASED :

and

THE UNKNOWN HEIRS, ADMINISTRATOR
or EXECUTOR OF THE ESTATE OF
RAYMOND WILLIAM TRACEY, DECEASED :

All of the above persons
being the Heirs at Law of
Thomas Tracey, Late of
Anne Arundel County, Deceased :

DEFENDANTS :

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

CREDITORS' BILL FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, Anne Arundel County Welfare Board, by Marvin I. Anderson and Malcolm B. Smith, its Attorneys, sues for itself and all other creditors of Thomas Tracey, late of Anne Arundel County, deceased, who will come in and contribute to the expenses of these proceedings, complaining, says:

1. That your Orator is a creditor of the said Thomas Tracey, deceased, for Old Age Assistance Benefits rendered to him in his lifetime in the total amount of Two Thousand One Hundred Twenty Five Dollars and Fifty Six Cents ($2,125.56), as will more fully appear in the Statement of Account attached hereto marked Petitioner's Exhibit No. One, and which is prayed to be taken as a part hereof.

2. That the said Thomas Tracey being so indebted, as aforesaid, unto your Orator and unto diverse other persons, died on August 22nd, 1955, leaving personal estate believed to be insufficient to pay his just debts, and leaving no widow, but leaving the following persons surviving him as his heirs at law:

A. John Thomas Tracey, widower, who resides in the City of Baltimore.

B. Lawrence Tracey, who has intermarried with Daisy Tracey, and resides in the City of Baltimore.

2

C. Frank G. Tracey, who has intermarried with Margaret Tracey, and who resides at Pasadena, Maryland.

D. May Tracey, who has intermarried with Herbert Weaver, and who resides at Pasadena, Maryland.

E. Nellie Tracey, who has intermarried with Richard Davis, and who resides at Newport News, Virginia.

F. Nancy Tracey, who has intermarried with Howard Hopkins, and who resides in the City of Baltimore.

G. Joseph Tracey, who predeceased his father, after having first intermarried with Carolyn Tracey, and leaving certain children born of the marriage, the names and addresses of whom are unknown to your Petitioner.

H. Elmer Tracey, who predeceased his father, after first having intermarried with Catherine Tracey, and leaving certain children born of the marriage, whose names and addresses are unknown to your Petitioner.

I. Raymond William Tracey, who predeceased his father, after first having intermarried with one whose name and whereabouts is unknown to your Petitioner, and leaving certain children born of the marriage, whose names and addresses are also unknown to your Petitioner.

3. That the said Thomas Tracey departed this life leaving a writing purporting to be his Last Will and Testament, containing certain devises, including the real estate hereinafter mentioned, to certain of his children and grandchildren named or referred to above, a copy of the said writing being attached hereto marked Petitioner's Exhibit No. Two, and prayed to be taken as a part hereof.

4. That although the aforementioned writing purporting to be the Last Will and Testament of the said Thomas Tracey has been filed with the Orphans' Court for Anne Arundel County, no application for letters testamentary has been made, and the purported Will has not been probated.

5. That the said Thomas Tracey died seized and possessed in fee simple of certain improved real estate located in the Third Election District of Anne Arundel County, which is fully described in a deed from August Kuenne

and Florence W. Kuenne, his wife, to Thomas Tracey and Elizabeth V. Tracey, his wife, dated October 28, 1913, and recorded among the Land Records of Anne Arundel County in Liber G. W. 108, Folio 256, a copy of which deed is attached hereto marked Petitioner's Exhibit No. Three and prayed to be taken as a part hereof.

WHEREFORE, it is respectfully prayed:

1. That the aforesaid real estate of Thomas Tracey, deceased, be sold for the payment of the aforesaid debt of the decedent contracted in his lifetime, and for the satisfaction of the authenticated claims of such other creditors as shall come in and contribute to the costs of these proceedings.

2. That the unknown heirs, administrators, executors or personal representatives of Joseph Tracey, Raymond William Tracey, Elmer Tracey and Thomas Tracey be proceeded against as non-residents.

3. That Marvin I. Anderson and Malcolm B. Smith be appointed trustees by this Honorable Court to make the sale of the said property.

4. That notice be given to all creditors of the said Thomas Tracey, deceased, to file their duly authenticated claims herein.

5. And for such other and further relief as the case may require.

May it please your Honors to grant unto your Orator the Order of Publication giving notice to the unknown heirs, administrators, executors or personal representatives of Joseph Tracey, Elmer Tracey, Raymond William Tracey, and Thomas Tracey generally, and to Nellie Tracey Davis and Richard Davis, her husband, who are non-residents of this State but believed to reside in the State of Virginia, of the object and substance of this Bill, and warning them to appear in this Court in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

AND, AS IN DUTY BOUND, etc.

Marvin I. Anderson
20 West Street
Annapolis, Maryland

by Malcolm B. Smith
Malcolm B. Smith
88 State Circle
Annapolis, Maryland

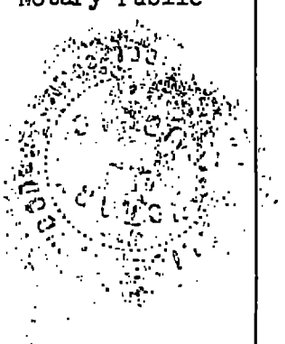
4

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I hereby certify that on this 25 day of January, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Esther Holahan, Director of the Anne Arundel County Welfare Board, and made oath in due form of law that the matters and facts set forth in the aforegoing Creditors' Bill are true and correct to the best of her knowledge and belief.

Witness my hand and notarial seal.

Alice L. Woods
Notary Public



5

LIBER 113 PAGE 490 October 7, 1955

Estate of THOMAS TRACEY

To County Commissioners of Anne Arundel County
and
Anne Arundel County Welfare Board

For money paid to decedent under Chapter 12 of the Acts of the General Assembly of 1937 (Special Session) and due to the Anne Arundel County Welfare Board under Section 17 of Chapter 12 of the Acts of the General Assembly of 1937 (Special Session)

Assistance granted:	1936	$ 242.00
	1937	302.00
	1938	279.00
	1939	300.00
	1940	300.00
	1941	300.00
	1942	275.00
	1943	275.00
	1947	90.00
		$ 2,363.00
	Recovery from insurance	237.44
		$ 2,125.56

Filed JAN 30 1956 Petitioners Exhibit #1

THE LAST WILL AND TESTAMENT OF

THOMAS TRACEY

LIBER 113 PAGE 491

KNOW ALL MEN BY THESE PRESENTS, that I, Thomas Tracey, of Anne Arundel County, State of Maryland, being of sound and disposing mind and memory, and being mindful of the frailty and uncertainty of human life, and desiring to dispose of all my worldly goods at the time of my death, do hereby make, publish, and declare this as and for my Last Will and Testament, hereby expressly revoking any and all other wills or codicils by me at anytime heretofore made.

After the payment of all my just debts and reasonable funeral expenses, I desire to leave my property and estate as follows:

ITEM ONE: With reference to my real property which is described in a deed from August Kuenne and wife dated October 28th, 1913 and recorded among the Land Records of Anne Arundel in Liber G. W. No. 108, Folio 256, I desire to give and devise said property as follows:

A. Unto my son, Frank Tracey, I give and devise the dwelling house in which I live, together with all of the land on the same side of the road as the dwelling house. This devise is made in the expectation that I will have a home at said property for the remainder of my life, and that my son Frank will provide for me during the remainder of my lifetime.

B. All of the land located on the opposite side of the road from the dwelling house I give and devise as follows:

A one-eighth interest therein unto each of the following of my living children, John Tracey, Lawrence Tracey, May Weaver, Nellie Davis, and Nancy Hopkins; and a one-eighth interest per stirpes unto the living children of each of my three deceased sons, Joseph Tracey, Elmer Tracey, and Raymond Tracey.

ITEM TWO: All of the rest and residue of my property and

11,632 Eq
County Welfare Bd
Frank Tracey et al.

Examiner's Exh 2
E K Cawans
Examiner

Re filed
1957 July 3

JAN 30 1956

Filed

7

Petitioner's Exhibit #2

estate, real, personal, and mixed, of whatsoever nature and whereso-ever situate, I hereby give, devise, and bequeath in equal shares unto my aforesaid six living children, and unto the living children of my three deceased sons, per stirpes.

I hereby nominate, constitute, and appoint my son, Frank Tracey, to be the Executor of this, my Last Will and Testament, and I request that he shall not be required to furnish any bond or security for the proper performance of his duties as such.

Witness my hand and seal this 24th day of June, 1955, at Lakeshore, Anne Arundel County, State of Maryland.

/s/ Thomas Tracey (SEAL)
Thomas Tracey

Signed, sealed, published, and declared by Thomas Tracey, the above named Testator, as and for his Last Will and Testament, consisting of one and one half typewritten pages, in the presence of us, who at his request, in his presence, and in the presence of each other, hereunto subscribe our names as witnesses thereto.

/s/Mary T. Retousky of 10 Carol Drive, Lakeshore, Maryland

/s/ Hugh K. Holmes of Lakeshore, Pasadena P.O., Maryland

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STATE OF MARYLAND

Anne Arundel County

LIBER 113 PAGE 493

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament *of* Thomas Tracey *late of said County deceased taken from* the original which is filed and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 30th *day of* January *in the year of our Lord, nineteen hundred and fifty* six.

H. Stanley Clark

Register of Wills for Anne Arundel County

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This Deed made this 28th day of October in the year nineteen hundred and thirteen, by and between August Kuenne and Florence W. Kuenne, his wife, both of the City of Baltimore, in the State of Maryland, parties of the first part, and Thomas Tracey and Elizabeth V. Tracey, his Wife, both of Anne Arundel County, in the State aforesaid, parties of the second part. Witnesseth: That for and in consideration of the sum of One Thousand ($1,00.00) dollars, the receipt of which is hereby acknowledged, the said August Kuenne and Florence W. Kuenne, his wife, do hereby grant and convey unto the said Thomas Tracey and Elizabeth V. Tracey, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, all these two tracts or parcels of ground situate and lying in Anne Arundel County and state aforesaid and described as follows: Beginning for the first thereof at the end of the fifth line of the whole survey and running thence north thirty eight and three quarter degrees west twelve hundred feet: thence south eighty-six degrees west seventeen hundred and seventy-three feet: thence south twenty-three and one quarter degrees East eight hundred and ninety-five feet to intersect said fifth line: thence with the said line south eighty degrees west fourteen hundred and forty-feet to the place of beginning: containing thirty-five acres of land, more or less.

Being Lot No. 1. Allotted to said James H Hall by decree of the Circuit Court for Anne Arundel County in Equity passed on the 27th day of May, 1912, in a cause in said Court wherein Rebecca Hall and husband are complainants and Hezekiah MAnns and others are defendants: (see equity No. 3126) See also Land Records of Anne Arundel County Liber N. H. G. No. 2, folio 114; N. H. G. No. 8, folio 237 and N. H. G. No. 13, folio 527.

Beginning for the second thereof at the end of the second line of the whole survey and running from thence and with the third line south six and three quarters degrees east nine hundred and sixty-one feet to a stone: thence south seventy-nine and three quarters degrees west two hundred and five feet: thence north six and three quarters degrees west nine hundred and fifty

FILED JAN 30 1952 Petitioner's Exhibit #3 Refiled 1957 July 3

11,632 Eq County Welfare Board Examiner's Exh. 1
10 Frank Tracey etal E Klamans, Examiner

feet: thence north seventy-eight and one-half degrees east two hundred and five feet to the place of beginning: containing four and one half acres of land, more or less, with a right of way ten feet wide running parallel to the third line of Lot No. 2, until it intersects the County Road.

Being Lot No. 3, as aforesaid allotted to said James H Hall by the decree above recited.

Being the same two lots or parcels of ground which by deed bearing date the 29th day of April, 1913, were conveyed by George Thomas Brasley, sheriff, unto the said August Kuenne and recorded among the Land Records of Anne Arundel County, prior hereto.

Together with the buildings and improvements thereupon and all the rights and appurtenances thereunto belonging or in anywise appertaining.

To Have and To Hold the said above described two tracts or parcels of land unto and to the use of the said Thomas Tracey and Elizabeth V. Tracey, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns forever in fee simple.

As Witness our hands and seals.

Test: August Kuennee (Seal)

Mary M. Magraw Florence W. Kuennee (Seal)

State of Maryland, City of Baltimore to-wit:

I hereby certify that on this 28th day of October, in the year nineteen hundred and thirteen, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared August Kuenne and Florence W. Kuenne his wife, the above named grantors and they severally acknowledged the aforegoing deed to be their respective act.

As Witness my hand and Notarial Seal.

(Notary's Seal) Mary M. Magraw

Notary Public.

Recorded 28-Octo. 1914.

//

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G. W. No. 108, folio 256, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 27th day of January, 1956.

George T. Cromwell

George T. Cromwell, Clerk

MARVIN I. ANDERSON
MALCOLM B. SMITH
SOLICITORS

LIBER 113 PAGE 497

ORDER OF PUBLICATION

Anne Arundel County Welfare Board vs. Nellie Tracey Davis and Richard Davis, her husband, and the Unknown Heirs, Administrator or Executor of the Estate of Joseph Tracey, deceased, and the Unknown Heirs, Administrator or Executor of the Estate of Elmer Tracey, deceased, and the Unknown Heirs, Administrator or Executor of the Estate of Raymond William Tracey, deceased, and the Unknown Heirs, Administrator or Executor of the Estate of Thomas Tracey, deceased. In the Circuit Court for Anne Arundel County, No. 11,632 Equity. The object of this suit is to procure a decree for the sale of certain property in the Third Election District of Anne Arundel County, State of Maryland, belonging to Thomas Tracey, late of Anne Arundel County, deceased. The Bill states that the said Thomas Tracey, deceased, was indebted to the Petitioner, Anne Arundel County Welfare Board, for Old Age Assistance Benefits rendered to him in his lifetime in the amount of Two Thousand One Hundred Twenty Five Dollars and Fifty Six Cents ($2,125.56); that being so indebted to the Petitioner and to other persons, the said Thomas Tracey died on August 22, 1955, leaving insufficient personal estate to pay his just debts and leaving surviving him certain children, including the above named, as his only heirs at law. That no letters testamentary or of administration have been granted by the Orphans' Court of Anne Arundel County upon the Estate of the said Thomas Tracey, and no application has been made for such letters. That the said Nellie Tracey Davis and Richard Davis, her husband, are non-residents of this State, and that the Heirs, Administrators or Executors of the deceased children of the said Thomas Tracey are unknown.

It is thereupon, this 30th day of January, 1956, by the Circuit Court for Anne Arundel County, ORDERED: That the Petitioner, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel

Filed JAN 30 1956

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County once in each of four successive weeks before the 5th day of March, 1956, give notice to the said absent and unknown Defendants of the object and substance of this Bill, warning them to appear in this Court in person or by solicitor on or before the 21st day of March next, to show cause, if any they have, why a decree ought not to be passed as prayed.

George T. Cromwell
George T. Cromwell, Clerk

1530 West 38th Street,
Norfolk 8, Virginia.

George T. Cromwell, Clerk
Circuit Court,
Anne Arundel County, Md.

My dear Sir:

This is to advise that my wife, Nellie Marie Davis (Nee Tracey), and I, Richard A. Davis, her husband, the undersigned, have sighted and are cognizant of the "Order of Publication" regarding a suit to procure a decree for the sale of certain property in the Third Election District of Anne Arundel County, State of Maryland, belonging to the late Thomas Tracey, late of Anne Arundel County (Deceased) because of his indebtedness to the County Welfare Board, for Old Age Assistance Benefits rendered to him in his life time in the amount of Two Thousand One Hundred Twenty-five Dollars and Fifty-six Cents ($2,125.56).

We, Nellie Marie Davis (Nee Tracey), and I, her husband, Richard A. Davis, have no reason to show a just cause why a decree ought not be passed as prayed.

My wife and I were notified by relatives of the death of Thomas Tracey, and were informed by the same relatives that a Will was left stating that all properties were to be sold and the proceeds thereof equally divided between the surviving children, and as yet to date, we have received no notification of the provisions of the Will - provided such a Will was made.

I do not understand why I am mentioned a defendant in this suit unless I have been mentioned in the will as an heir, or an heir at law, of which fact I am ignorant of.

Nellie Marie Davis

Richard A. Davis
1530 West 38th Street,
Norfolk 8, Virginia.

Copy to: Orphan's Court,
Anne Arundel County,
Annapolis, Maryland.

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Filed FEB 23 1956

LIBER 113 PAGE 500

11,638.

Riviera Beach
March 5, 1956

Mr George T. Cromwell
Dear Sir.
I, Katherine Tracey, widow of Ellsworth Tracey (not Elmer) acknowledge the Equity Subpoena. I hereby agree that the Anne Arundel County Welfare Board of Annapolis Maryland should be paid for the Old Age Assistance rendered to the said Thomas Tracey deceased.

Yours Truly
Katherine Tracey.
Riviera Beach Md.

I have an only son who lives in Severna Park he is Ellsworth Tracey. mailing address is

Ellsworth Tracey
Box 262 B. Severna Park
Md.

16 Filed: 6 Mar. 1956.

LIBER 113 PAGE 501

ANNE ARUNDEL COUNTY WELFARE BOARD,	*	IN THE
PETITIONER,	*	CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
Vs.	*	In Equity
FRANK G. TRACEY, EXECUTOR NAMED IN THE WILL OF THOMAS TRACEY, DECEASED, ET AL,	*	Equity No. 11,632
DEFENDANTS.	*	
	*	

ANSWER

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Answer of Lawrence Tracey, one of the above named Defendants, respectfully shows:

1. That he has no knowledge of the matters alleged in Paragraph One of the said Bill of Complaint, and therefore can neither admit or deny the same, but demands that strict proof thereof be given.

2. That he has no knowledge of the debt as alleged in Paragraph Two of the said Bill of Complaint, but that he admits all of the other allegations contained therein.

3. That he admits the allegations contained in Paragraph Three of the said Bill of Complaint.

4. That he has no knowledge of the matters alleged in Paragraph Four of the said Bill of Complaint, and therefore can neither admit or deny the same; but your Orator further avers that he has been credibly informed by the Executor named in the will mentioned in said Paragraph Four that an application for letters Testamentary will be filed within the time allowed by law.

5. That he admits the allegations contained in Paragraph Five of the said Bill of Complaint.

6. And further answering the said Bill of Complaint, and more particularly the Petitioner's first prayer for relief which asks for a sale of the real estate of Thomas Tracey, deceased, your Orator submits to the Court that no such sale should be decreed except upon strict proof by the Petitioner of the existence of the debt alleged in this case, and strict proof that all

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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reasonable efforts and means of collecting said debts have been exhausted, and that said sale is legally permissable and is justifiable with due regard to the equities and interests of all of the parties in the premises.

And further answering the said first prayer for relief, your Orator believes and therefore avers that a sale of the entire tract of real estate as mentioned in the Bill of Complaint will not be necessary in order to satisfy the claim of the Petitioner, and he therefore suggests to this Honorable Court that, in the event that this Court should decide that a sale of said real estate is necessary, that only so much thereof be sold as may be necessary to produce sufficient money to satisfy the claim of the Petitioner and the costs of said sale and the costs of this proceeding.

7. And further answering the said Bill of Complaint, and more particularly the Petitioner's third prayer for relief, which asks for the appointment of trustees to make the sale of the said property, your Orator suggests to this Honorable Court that in the event that trustees are appointed as aforesaid, at least one of said trustees should be appointed with a due regard for the interests of the Defendants in this case.

And having answered the said Bill of Complaint as fully as he is advised that he is required to do, he prays that he may be henceforth dismissed with his proper costs.

AND AS IN DUTY BOUND, etc.

Hugh K. Holmes, Solicitor for
Lawrence Tracey
Lake Shore, Pasadena P. O., Md.

CERTIFICATE OF MAILING

I hereby certify that on this 15th. day of March, 1956, I have mailed a copy of the above Answer to the attorney for the Petitioner, Marvin I. Anderson, Esq., at 20 West Street, Annapolis, Maryland, by ordinary mail, postage prepaid.

Hugh K. Holmes

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

MARVIN I. ANDERSON
MALCOLM B. SMITH
Solicitors

Order Of Publication

Anne Arundel County Welfare Board vs. Nellie Tracey Davis and Richard Davis, her husband, and the Unknown Heirs, Administrator or Executor of the Estate of Joseph Tracey, deceased, and the Unknown Heirs, Administrator or Executor of the Estate of Elmer Tracey, deceased, and the Unknown Heirs, Administrator or Executor of the Estate of Raymond William Tracey, deceased, and the Unknown Heirs, Administrator or Executor of the Estate of Thomas Tracey, deceased. In the Circuit Court for Anne Arundel County, No. 11,632 Equity. The object of this suit is to procure a decree for the sale of certain property in the Third Election District of Anne Arundel County, State of Maryland, belonging to Thomas Tracey, late of Anne Arundel County, deceased. The Bill states that the said Thomas Tracey, deceased, was indebted to the Petitioner, Anne Arundel County Welfare Board, for Old Age Assistance Benefits rendered to him in his lifetime in the amount of Two Thousand One Hundred Twenty Five Dollars and Fifty Six Cents ($2,125.56); that being so indebted to the Petitioner and to other persons, the said Thomas Tracey died on August 22, 1955, leaving insufficient personal estate to pay his just debts and leaving surviving him certain children, including the above named, as his only heirs at law. That no letters testamentary or of administration have been granted by the Orphans' Court of Anne Arundel County upon the Estate of the said Thomas Tracey, and no application has been made for such letters. That the said Nellie Tracey Davis and Richard Davis, her husband, are non-residents of this State, and that the Heirs, Administrators or Executors of the deceased children of the said Thomas Tracey are unknown.

It is thereupon, this 30th day of January, 1956, by the Circuit Court for Anne Arundel County, ORDERED: That the Petitioner, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 5th day of March, 1956, give notice to the said absent and unknown Defendants of the object and substance of this Bill, warning them to appear in this Court in person or by solicitor on or before the 1st day of March next, to show cause, if any they have, why a decree ought not to be passed as prayed.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

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OFFICE OF LIBER 113 PAGE 503

yland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 24 1956

We hereby certify, that the annexed

Order Publication

Eq. 11,632 Property

Nellie Tracey Davis

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of March, 1956. The first insertion being made the 2nd day of February, 1956

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 APR 30 AM 3:08

By H. Tilghman

ANNE ARUNDEL COUNTY WELFARE BOARD	:	IN THE
Petitioner	:	CIRCUIT COURT
	:	FOR
- vs -	:	ANNE ARUNDEL COUNTY
FRANK G. TRACEY, ETC., ET AL	:	No. 11,632 EQUITY
Respondents	:	

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

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioner, Anne Arundel County Welfare Board, by its attorneys, Marvin I. Anderson and Malcolm B. Smith, show unto this Honorable Court that the Respondents, Frank G. Tracey, Executor named in the Will of Thomas Tracey, deceased, Frank G. Tracey, individually, Margaret Tracey, John Thomas Tracey, Daisy Tracey, May Tracey Weaver, Herbert Weaver, Carolyn Tracey and Catherine Tracey, having been duly summoned in the proper manner, have failed to appear, answer, or plea to the Bill of Complaint in this cause within the time allowed by law or rule of court, and the Respondents, Nellie Tracey Davis, Richard Davis, the unknown heirs, administrator or executor of the Estate of Joseph Tracey, the unknown heirs, administrator or executor of the Estate of Elmer Tracey, and the unknown heirs, administrator or executor of the Estate of Raymond William Tracey having been given notice by publication, published pursuant to an order of this Honorable Court, giving notice of the contents of the Bill of Complaint filed herein and warning the said Respondents in person or their solicitor on or before the 21st day of March, 1956 to show cause why a Decree ought not to be passed as prayed, and failed to appear, answer or plea to the Bill of Complaint.

And the Petitioner therefore petitions this Court to Order the Bill of Complaint to be taken Pro Confesso as against such Respondents, and that

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this cause shall be proceeded with ex parte as against the said Respondents.

Marvin I. Anderson

Marvin I. Anderson

by

Malcolm B. Smith

Malcolm B. Smith

Attorneys for Petitioner

ORDER OF COURT

It appearing from the proceedings in this cause that the Writ of Summons heretofore issued against the Respondents, Frank G. Tracey, Executor named in the Will of Thomas Tracey, Frank G. Tracey, individually, Margaret Tracey, John Thomas Tracey, Daisy Tracey, May Tracey Weaver, Herbert Weaver, Carolyn Tracey and Catherine Tracey, having been duly served and returned marked "Summoned" and the said Respondents having failed to comply therewith by appearing or filing their defense within the time allowed; and it further appearing from the proceedings that the Order of Publication passed herein, having been duly published according to the terms thereof, warning the Respondents Nellie Tracey Davis, Richard Davis, the unknown heirs, administrators or executor of the Estate of Joseph Tracey, the unknown heirs, administrator or executor of the Estate of Elmer Tracey, and the unknown heirs, administrator or executor of the Estate of Raymond William Tracey, to appear or to file their defense herein on or before the 21st day of March, 1956, and the said Respondents having failed to comply therewith by appearing or filing their defense within the time allowed, it is thereupon this 6th day of May, 1957, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED: that the said Bill of Complaint filed herein, be, and the same is hereby, taken pro confesso against the said Respondents and that this cause be proceeded with ex parte as against them.

Benjamin Michaelson

Judge

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LIBER 113 PAGE 506

ANNE ARUNDEL COUNTY WELFARE BOARD	:	IN THE
PETITIONER	:	CIRCUIT COURT
VS.	:	FOR
FRANK G. TRACEY, et al	:	ANNE ARUNDEL COUNTY
DEFENDANTS	:	NO. 11,632 EQUITY

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

ANSWER AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendants, Nancy Tracey Hampton and Howard Hampton, her husband, erroneously described in the Bill of Complaint filed herein as Nancy Tracey Hopkins and Howard Hopkins, now appearing to the Bill of Complaint filed in these proceedings by the Anne Arundel County Welfare Board, hereby waive notice by writ of summons or order of publication, taking of testimony by the Petitioner and signatures thereto, and the Forty First Equity Rule, and consent to the passage of such decree in this case as to the Court may seem proper, without the taking of any testimony by or on their behalf, the taking of which testimony they hereby waive, and for answer to the said Bill of Complaint, say:

That they admit the material allegations thereof and consent to the granting of the relief prayed, the only interest of these Respondents being the protection of their rights as heirs at law of Thomas Tracey, deceased, which said rights they submit to the protection of this Court.

AND, AS IN DUTY BOUND, etc.

Nancy Tracey Hampton
Nancy Tracey Hampton

Howard Hampton
Howard Hampton
127 East Ostend Street
Baltimore 30, Maryland

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1957 MAY 10 AM 11:03

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LIBER 113 PAGE 507

ANNE ARUNDEL COUNTY WELFARE BOARD,	*	IN THE CIRCUIT COURT FOR
Petitioner.	*	ANNE ARUNDEL COUNTY
Vs:	*	NO. 11,632 EQUITY
FRANK G. TRACEY, et al,	*	
Defendants	*	
	*	

****

NOTICE TO TAKE TESTIMONY BEFORE COURT EXAMINER

TO: Hugh K. Holmes, Attorney for Lawrence Tracey:

You are hereby notified that testimony in the above captioned case will be taken before Emanuel Klawans, Court Examiner, on Tuesday, July 2nd, 1957, at 10:00 o'clock A.M., in Room 216, (Grand Jury Room) of the County Court House, at Annapolis, Maryland.

Malcolm B. Smith,
Attorney for Petitioner.

I hereby certify that on this 13th day of June, 1957, I mailed a copy of the aforegoing Notice to Hugh K. Holmes, Esquire, Lake Shore, Pasadena, Maryland, Attorney for Lawrence Tracey.

Malcolm B. Smith,
Attorney for Petitioner.

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ANNE ARUNDEL COUNTY WELFARE BOARD	:	IN
Petitioner	:	THE CIRCUIT COURT
vs.	:	FOR
FRANK G. TRACEY, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 11,632 EQUITY

:::::

TESTIMONY ON BEHALF OF PETITIONER

July 2, 1957

Present:

Mr. Malcolm B. Smith, Solicitor for Petitioner

Mr. Emmanuel Klawans, Court Examiner

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Esther Holahan, pages 2 - 3

William Riley, pages 4 - 6

Mary T. Weaver, pages 7 - 12

Lawrence Tracey, pages 13 - 16

Carolyn T. Freshline, pages 17 - 18

Mary T. Weaver, page 19

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Esther H. Holahan, a witness of lawful age, being first duly sworn, deposes and says:

(Smith)

1. State your full name, address and occupation, please.

A. Mrs. Esther Holahan, Director of Anne Arundel County Welfare Board.

2. Your address?

A. RD#4, Annapolis.

3. Mrs. Holahan, did the Anne Arundel County Welfare Board furnish public assistance to Thomas Tracey during his lifetime?

A. Yes, we did.

4. Would you give us the amount broken down for each year that was furnished Mr. Tracey?

A. Yes. In 1936, $242, 1937, $302., 1938, $279., 1939-$300., 1940-$300., 1941-$300., 1942-$275, 1943-$275., 1947-$90., a total of $2,363.

5. Now have you recovered any of that money?

A. Yes, we did recover from insurance $237.44.

6. What was the balance then due to the Welfare Board?

A. The balance due is $2,125.56.

7. Is Thomas Tracey living or dead?

A. He is dead.

8. Do you have any record of the date of death?

A. Yes, we have his death certificate, August 22, 1955.

9. Mrs. Holahan, from your investigation, did Thomas Tracey leave any personal estate?

A. Not that I know of. Nothing other than the property.

10. The real estate?

A. The real estate, yes.

11. Is that the property on Poplar Ridge Road?

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A. Yes, it is.

12. At this time I would like to offer a certified copy of a deed dated October 28th, 1913, from August Kuenne and Florence W. Kuenne, his wife to Thomas Tracy and Elizabeth V. Tracey, his wife, recorded among the land records of Anne Arundel County in Liber G. W. No. 108, folio 256.

(CERTIFIED TRUE COPY OF DEED DATED OCTOBER 28, 1913, FROM AUGUST KUENNE AND FLORENCE W. KUENNE TO THOMAS TRACY AND ELIZABETH V. TRACEY, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

13. Mrs. Holahan, is the wife of Thomas Tracey now living?

A. Not that I know of.

14. Do your records show her date of death?

A. No, they do not.

15. Then you don't know whether she died before Thomas Tracey or not?

A. I believe she did. This original claim was filed by Mrs. Johnson who was a director of the agency at the time and she would not have filed a claim if the wife had been alive, but I don't see here any record of the date of his wife's death.

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....Esther H. Holahan

William Riley, a witness of lawful age, being first duly sworn, deposes and says:

(Smith)

1. State your full name, address, and occupation, please.

A. My name is William H. Riley, 17 Quimberly Park, Severna Park. I am supervisor of assessments for Anne Arundel County, having twelve years experience in appraisal work.

2. Have you qualified as an appraiser in the Circuit Court of Anne Arundel County?

A. I have.

3. Have you examined the property belonging to the late Thomas Tracey, located along Poplar Ridge Road, in Anne Arundel County, the property described in Examiner's Exhibit No. 1?

A. Yes.

4. Would you describe that real estate for us, please?

A. It is thirty five acres of land, fairly flat, and nearly completely covered with pine trees and other woods growth. When I inspected the property I was unable to determine the exact lines with respect to where the road cuts through it. It is on both sides of the Poplar Ridge Road. Exactly how much is on the north side of Poplar Ridge Road, I was unable to determine. I estimate that it would be approximately five acres on the north side of the road. Thirty acres on the south side.

5. Are there any improvements on the property?

A. None of value. All buildings that are there are in such a delapidated state, it is not estimated that they could be repaired for any use whatsoever.

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6. The trees on the property, are they of sufficient size, to be of any value?

A. There is evidence that someone is now removing pulp wood.

7. What is that evidence?

A. There is a sawmill rig on the property and some piled along the road.

8. After inspecting the property, what in your opinion is a fair market value?

A. After inspecting the property, it is my opinion that the fair market value of it, in it's present state, is two hundred dollars per acre, or seven thousand dollars in it's entirety.

9. Would this property be susceptible of partition any way without economic loss? In other words, could part of it be sold and bring sufficient amount to satisfy this claim of the Anne Arundel County Welfare Board in the amount of $2,125.56?

A. I would think it could, but I am not prepared to show how any division could be made. It would require a survey of the property, and then proportioning a section of it off for the purpose of subdivision.

10. It would be impossible to do it then without a survey?

A. That's right.

11. From your examination, could you say that, if there is a total of five acres on one side of the road and the remaining thirty acres on the other side, that that five acres could be sold and bring a sufficient amount to satisfy this claim of $2,125.56?

A. I would think it should.

12. Do you say that in spite of the fact that you testified it was worth $200.00 an acre.

A. I don't know the exact depth of the land on the north or north east side of the road. It appeared that that is the most valuable land. I don't know that there is five acres there. There might be a little more or a little less, but I would think that part on the north side of the road should bring somewhere near $2,125.00.

13. Then you are saying as an entirety it would be worth $200.00 and acre, but that the most valuable part is on the north or north east side of the road?

A. That's right.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer....No.....

Signature....William H. Riley.....

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

(Smith)

1. Would you state your full name and address, please?

A. Mary Elizabeth Tracey Weaver.

2. What is your address?

A. Pasadena Post Office, Mountain Road, Maryland

3. Are you related to the deceased, Thomas Tracey?

A. A daughter.

4. You are his daughter?

A. Yes.

5. Could you give us the date of Thomas Tracey's death?

A. It was in August, 22, 1955.

6. Now do you know the names and ages of the other children of Thomas Tracey? Are all the other children over 21?

A. Yes.

7. Could you give us the names of all the other children of Thomas Tracey?

A. Yes, I could. There is John Tracey the oldest.

8. Is he living or dead?

A. He is living.

9. Does he live in Baltimore?

A. Yes.

10. That's John Thomas Tracey?

A. Yes.

11. Who else?

A. Then there is my brother Lawrence.

12. Is he still living?

A. Yes. He's here today.

13. Is he married to Daisy Tracey?

A. That's right.

14. Who else?

A. Well, then there was a Joseph Tracey, before Lawrence.

15. Joseph Tracey is dead?

A. Yes.

16. Did he leave any children?

A. Three.

17. Do you know the names of those children?

A. His wife is here and she could give you the names.

(Klawans) Did he die before his father?

A. Yes.

(Smith)

18. Do you know the date of his death?

A. No, I don't,

19. But it was before 1955?

A. Yes.

20. Was he married to Carolyn Tracey?

A. That's right.

21. Any other children?

A. Then there was Ellsworth Tracey and he is dead.

22. Is he also known as Elmer Tracey?

A. Yes.

23. Is he living or dead?

A. Dead.

24. Do you know when he died?

A. No, I don't.

25. Was it prior to the death of Thomas Tracey?

A. It would be before Thomas Tracey died.

26. Was he married to Catherine Tracey?

A. That's right.

27. Did he leave children?

A. One.

28. Do you know the name of that child?

A. He was named after his father.

(Klawans) Was that child twenty one?

A. Yes.

(Smith)

29. Are there any others?

A. Oh, yes.

30. Who are the others?

A. The next one would be Raymond and he is dead also.

31. That's Raymond William Tracey?

A. That's right.

32. Did he die before or after?

A. Before.

33. Was he married?

A. Well, he had been married, yes. He was married common law and had two children by her.

34. Is his wife living?

A. Yes. Common law wife.

35. What is her name?

A. Minerva.

36. You said he had two childen?

A. Yes.

37. Do you know their names?

A. Nancy, but I don't know her last name. She is married. And Shirley Rae and she goes by Tracey.

(Klawans) Are they over twenty one?

A. No, I don't think the youngest one is, and I think the second one is.

(Smith)

38. Who are the other children?

A. It would be Frank next. I don't want to leave any out.

39. Frank Tracey?

A. Yes.

40. Is he married to Margaret Tracey?

A. Well, he lived with her quite awhile, but he wasn't married to her. He is married now.

(Klawans) Is he alive?

A. Yes.

2. Who is he married to now?

A. I do not know. I wouldn't like to sit here and lie, I just don't know.

3. He is over twenty one, isn't he?

A. Oh, yes, he is over twenty one and his children are. As far as I know they are.

(SMith)

41. Alright then, who else?

A. Then there would be me.

42. You are married to Herbert Weaver?

A. That's right.

(Klawans) Are you over twenty one?

A. Yes and I have nine children.

(Smith)

43. Who else?

A. There is my sister Nellie.

44. Is that Nellie Tracey Davis?

A. That's right.

45. Is she married to Richard Davis?

A. That's right.

46. Is she still living and over twenty one?

A. Yes. She lives in Norfolk.

47. Who else.

A. Then there is Nancy.

35

48. Is that Nancy Tracey Hopkins?

A. Hampton.

49. Is she married to Howard Hampton?

A. That's right.

50. Is she still living and over twenty one?

A. Mes.

51. Are there any other children?

A. I am kind of confused.

52. Well suppose I read off the names you have given us. Frank Tracey, John Thomas Tracey, Lawrence Tracey, yourself, Nellie Tracey Davis, Nancy Tracey Hampton, Joseph Tracey, Ellsworth or Elmer Tracey, and Raymond William Tracey.

A. That's right.

53. Now the wife of Thomas Tracey, your mother, is she living?

A. No, she is dead.

54. Did she die before her husband?

A. Yes.

55. She died prior to 1955?

A. Yes.

56. Did Thomas Tracey die, leaving a will?

A. Yes, he did.

57. Has that will been probated?

A. Not that I know of.

58. There has been no administration put on the estate, is that right in the Orphans Court?

A. Not that I know of.

59. Did Thomas Tracey leave any personal estate other than real property?

A. I don't know that.

(Klawans) What happened to that will?

A. What happened to it? I don't know, it is down in the court room.

(Smith)

60. Is this property on Poplar Ridge Road occupied at the present time?

A. No.

61. Do you know who it is that is cutting timber on the property?

A. It was some of Frank Tracey's sons relations. I don't say they were cutting wood, they had a saw rig there.

62. I offer in evidence a certified true copy of the last will and testament of Thomas Tracey as Examiner's Exhibit No. 2., the original is filed in Orphans Court of Anne Arundel County.

(CERTIFIED COPY OF LAST WILL AND TESTAMENT OF THOMAS TRACEY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

Witness in response to the general question says that she thinks the land ought to bring more than two hundred dollars an acre.

(Klawans) Do you want to state what you think it should bring.

A. No. I wouldn't know.

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....Mary Elizabeth Weaver.

Lawrence Tracey, a witness of lawful age, being first duly sworn, deposes and says:

(Smith)

1. State your full name and address, please.

A. Lawrence E. Tracey, 2411 East Fairmount Avenue, Baltimore 24, Maryland.

2. Are you a son of Thomas Tracey?

A. Third son.

3. Are the following persons also children of Thomas Tracey, Frank G. Tracey?

A. Yes, sir.

4. John Thomas Tracey?

A. Yes, sir.

5. Lawrence Tracey?

A. Yes, sir.

6. Mary Tracey Weaver?

A. Yes, sir.

7. Nellie Tracey Davis?

A. Yes, sir.

8/ Nancy Tracey Hampton?

A. Yes, sir.

9. Joseph Tracey?

A. Yes, sir.

10. Ellsworth or Elmer Tracey.

A. Yes, sir.

11. Raymond William Tracey?

A. Yes, sir.

12. Are those the only children?

A. Yes, sir.

13. Did Thomas Tracey's wife die before he did?

A. Along time before he did.

14. Joseph Tracey is dead?

A. Yes, he is dead.

15. Do you know the names of his surviving children?

A. Joseph, he's got a daughter by the name of Jeanette, one by the name of Joseph, and you can get the third one from her, I just forget.

16. Are these children under twenty one?

A. I think they are all twenty one, sir. I wouldn't swear to it, but to the best of my knowledge I think they are.

17. Do you know their present addresses?

A. No, sir.

18. Is the wife of Joseph Tracey still living?

A. Yes, sir, she is sitting right back there,sir.

19. Now Ellsworth or Elmer Tracey, is also dead?

A. Yes, he is dead.

20. His wife is Catherine Tracey?

A. Yes, she is living.

21. Did they have any children?

A. One son, by the name of Ellsworth.

22. Did he die before his father?

A. A long time. He didd before the second war.

23. Do you know what Ellsworth's address is?

A. No sir, I do not.

24. Now Raymond William Tracey, did he also die?

A. He was dead along time before father.

25. His wife, Minerva, is she still living?

A. She is still living, but I think she was his common law wife.

26. So you know her address.

A. No, sir.

27. Now these children Nancy and Shirley Rae, are they still

living?

A. As far as I know they are still living.

28. Do you know their addresses?

A. No, sir.

29. Has the will of your father been probated?

A. Not to my knowledge, sir.

30. Has there been any publication or notice to creditors?

A. I got a letter from someone, but I had Mr. Holmes answer it, but I -

31 Yes, sir, that was the letter that Mr. Anderson wrote wasn't it?

A. That's the only thing that I know anything about sir.

32. Did your father leave any personal property, and personal estate?

A. He left enough money in the bank to bury him.

33. He left enough money in the bank to bury him?

A. Yes, sir.

34. Was there anything else?

A. That's all, to my knowing. My father never told us children much.

35. You are not disputing the claim of the Anne Arundel County Welfare Board are you?

A. Well, no, I got no business to dispute it, sir. I had no idea what father had done and I had no idea what the Welfare Board done.

36. Do you feel that all the property on Poplar Ridge Road should be sold at one time or only part of it should be sold?

A. Well, I got nothing to say about, sir. I should think the whole family should speak together and dispute that, and God knows how you would ever get them together. Best

I know let the Court do it's own.

37. Would you have any objection to selling the entire property in this proceedings, and any proceeds that remain after the claims of the Welfare Board or any other creditor, then distribution as the Court directs to the heirs of Thomas Tracey?

A. I guess not sir.

38. Did you say you would object to that or not?

A. Not sir.

39. You would not object to that?

A. Sell it and let the Court just be satisfied, that's what I mean. If Father owned a bill, I know he would want it paid, and I would want it paid too. Cause Father was honest.

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... Laurence E. Tracey

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

(Smith)

1. State your full name and address, please?

A. Carolyn Tracey Freshline, and I live No. 2 Second Street, Magothy Beach.

2. Your last name is now Freshline?

A. That's right.

3. Are you the widow of Joseph Tracey?

A. Yes, I am.

4. Did you have any children by Joseph Tracey?

A. Three.

5. What are their names?

A. Well, Joseph W. Tracey, Jr., he was named after his daddy.

6. How old is he?

A. He is thirty three years old. And Alma Tracey, her name is now Beers. She lives in Jeanette, Pennsylvania.

7. Is she over twenty one?

A. She is twenty nine. And the third child, Jeanette Tracey Ridgely, she is twenty six.

8. What is her address?

A. The youngest one Jeanette, she lives with me #2, Second Street, Magothy Beach.

9. The first child Joseph?

A. He lives down at Magothy Beach, too.

10. What is his full address?

A. He live Route 5, Box 182A, Pasadena, Maryland.

11. Do you know the address of the son of Ellsworth or Elmer Tracey?

A. No, I don't.

12. Do you know the address of the wife of the late Raymond William Tracey?

A. No, I don't.

13. Do you know the names or addresses of his children?

A. No, I am sorry, I don't. Do you know when my husband died, he died January 21st, 1942.

14. Would you have any objection to the property on Poplar Ridge Road, which belongs to your father or to his estate, being sold in its entirety and the proceeds distributed to the heirs after payment of all the claims of the creditors in accordance with the Court decree?

A. I myself, I'm only a daughter-in-law and I think I would rather leave it up to the children to decide on that. I don't think I gave you the address of Alma Beers. It is 219 Columbia Street, Jeanette, Pennsylvania.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer N.O.

Signature Carolyn Tracey Josselyne

Redirect Examination of Mrs. Mary Tracey Weaver:

(Smith)

1. Mrs. Tracey, you are reminded that you are still under the oath that you took previously?

A. Yes, sir.

2. Could you tell us the address of the son of Ellsworth or Elmer Tracey, who is also named Ellsworth Tracey?

A. Severna Park, Pasadena, Maryland, but I don't know the box number.

3. I believe I asked you if you knew the names, ages and addresses of the children of Raymond William Tracey?

A. Well, I don't.

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

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

Witness my hand and seal this 3rd day of July, 1957

Emmanuel Klawans (SEAL)
Emmanuel Klawans, Examiner

E. K. $10.00

S. M. $19.00

LIBER 113 PAGE 527

ANNE ARUNDEL COUNTY WELFARE BOARD,	*	IN THE CIRCUIT COURT FOR
Petitioner	*	ANNE ARUNDEL COUNTY
Vs:	*	NO. 11,632 EQUITY
FRANK G. TRACEY, et al,	*	
Defendants	*	
	*	

****

D E C R E E

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

It is thereupon this 23rd day of July, 1957, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED: that there is due to the Anne Arundel County Welfare Board from the Estate of Thomas Tracey, deceased, the sum of Two Thousand, One Hundred Twenty-Five Dollars and Fifty-Six cents ($2,125.56) for old age assistance benefits, and that there are no funds or personal estates of said Thomas Tracey, with which to pay the same.

And it is further ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold, and that Marvin I. Anderson and Malcolm B. Smith be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceeding shall be as follows:

They shall first file with the Clerk of the Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of Seven Thousand Dollars ($7,000.00) conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in these premises.

They shall then proceed to make the sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in the County aforesaid, as they shall think proper, of the time, place, manner and terms of sale, which shall be:

A deposit of Ten Per Cent (10%) of the amount of the purchase money to be paid in cash on the day of sale and the balance on the final

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ratification of such sale by this Court, or all cash at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale; and if not sold at public sale on the day so advertised, the said Trustees shall proceed to make 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 said sale or sales, the Trustees shall return to this Court a full and particular account of the sale, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on 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 and acknowledged, agreeable to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property so 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 said 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 attorneys' fees and commissions to the said Trustees as the Court shall think proper to allow in consideration of the skill, attention, and fidelity where with they shall appear to have discharged their trust.

And it appearing to the Court that there has been no administration of the estate of Thomas Tracey, the Trustees are directed during the time the notice of the sale is published in the newspaper, to give notice to her creditors to file their claim in this Court in the office of the Clerk thereof, within ninety (90) days of the first insertion.

Matthew S. Crane

Judge

LIBER 9 PAGE 111

ANNE ARUNDEL COUNTY WELFARE BOARD:		NO. 11,632 EQUITY
Petitioner	:	IN THE
vs.	:	CIRCUIT COURT
FRANK G. TRACEY, et al.,	:	FOR
Defendants	:	ANNE ARUNDEL COUNTY

: : : : : : :

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson and Malcolm B. Smith, of Annapolis, Anne Arundel County, Maryland, as principal, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven thousand dollars ($7,000.00), 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 26th day of July, in the year of our Lord one thousand nine hundred and fifty-seven.

WHEREAS, the above bounden Marvin I. Anderson and Malcolm B. Smith were appointed Trustees by virtue of a Decree of the Circuit Court for Anne Arundel County, dated July 23, 1957, to make sale of the property mentioned in the proceedings in the case of the Anne Arundel County Welfare Board vs. Frank G. Tracey, et al., known as No. 11,632 Equity, now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson and Malcolm B. Smith 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

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in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marvin I. Anderson (SEAL)

Signed, sealed, and delivered in the presence of

Malcolm B. Smith (SEAL)

Myrtle Sturm

NATIONAL SURETY CORPORATION

Bond approved this 26th day of July, 1957.
George F. Cromwell, Clerk

By: Marvin I. Anderson
Attorney-in-fact

LIBER 113 PAGE 230

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 113 PAGE 531

MARVIN I. ANDERSON
MALCOLM B. SMITH
Solicitors

Notice To Creditors

ANNE ARUNDEL COUNTY
WELFARE BOARD
Versus
FRANK G. TRACEY, et al. heirs at law of
THOMAS TRACEY, Deceased
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,632, Equity

The undersigned, Trustees in the above named case, pursuant to an Order of the Circuit Court for Anne Arundel County passed on the 23rd DAY OF JULY, 1957, hereby give notice to all persons having claims against the Estate of
THOMAS TRACEY,
late of Anne Arundel County, Deceased, to file their duly authenticated claims with the Clerk of the Circuit Court for Anne Arundel County on or before the 9th day of November, 1957.

MARVIN I. ANDERSON
MALCOLM B. SMITH
Trustees
A-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9, 1957

We hereby certify, that the annexed

Notice to Creditors

Eq. 11,632

Thomas Tracey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of November, 1957. The first insertion being made the 8th day of August, 1957

THE CAPITAL-GAZETTE PRESS, INC.

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By H. Tilghman

No. M. G. 13009

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MARVIN I. ANDERSON
MALCOLM B. SMITH
Solicitors

LIBER 113 PAGE 532

TRUSTEES' SALE
OF
VALUABLE FEE SIMPLE PROPERTY
located in the Third Election District of Anne Arundel County

By virtue of a Decree of the Circuit Court for Anne Arundel County, passed in case No. 11,632 Equity, the undersigned Trustees will sell at public auction at the Court House door in Annapolis, on

WEDNESDAY, SEPTEMBER 4, 1957
at 11:00 o'clock A.M.

All that tract or parcel of ground lying in the Third Election District of Anne Arundel County, Maryland, and more particulary described as follows:

Beginning for the same at the end of the fifth line of the whole survey and running thence North 38-¼° West 1200 feet; thence South 86° West 1773 feet, thence South 23-¼° East 895 feet to intersect said fifth line; thence with the said line South 80° West 1440 feet to the place of beginning, containing 35 acres of land more or less; being Lot No. 1 allotted to said James H. Hall by decree of the Circuit Court for Anne Arundel County in Equity passed on the 27th day of May, 1912, in a cause in said Court wherein Rebecca Hall and husband are complainants and Hezekiah Mannus and others are Defendants; (see Equity No. 3126) see also Land Records of Anne Arundel County Liber W.H.G. No. 2 Folio No. 114; W.H.G. No. 8 Folio No. 237 and W.H.G. No. 13; Folio No. 527.

Terms of sale: A deposit of ten percent of the amount of the purchase price to be paid in cash on the day of sale, and the balance to be paid on final ratification of the sale by the Court, or all cash at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale; taxes and other public charges to be adjusted to the date of sale.

George Scible, Auctioneer

Marvin I. Anderson
Malcolm B. Smith
Trustees

25

I hereby certify that I have this day purchased from Marvin I. Anderson and Malcolm B. Smith the property herein described at public auction, at and for the sum of forty eight hundred dollars and I agree to comply with the terms of sale.

Witness my hands and seals this 4th day of September 1957.

Witness: Maurice C. Ogle (SEAL)

Marvin I. Anderson (SEAL)

This is to certify that I have this day sold at public auction for Marvin I. Anderson and Malcolm B. Smith, Trustees, the property herein described to Maurice C. Ogle at and for the sum of forty eight hundred dollars he being at that price the highest bidders therefor.

Witness my hand and seal this 4th day of September, 1957.

Witness:

Marvin I. Anderson

(SEAL)
Auctioneer

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Exhibit No. 1 with Report of Sale

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ANNE ARUNDEL COUNTY WELFARE BOARD,	:	NO. 11,632 EQUITY
Petitioner,	:	IN THE
vs.	:	CIRCUIT COURT
FRANK G. TRACEY, et al.,	:	FOR
Defendants	:	ANNE ARUNDEL COUNTY

: : : : : : :

REPORT OF SALE

To the Honorable, the Judges of the Circuit Court for Anne Arundel County.

The Report of Marvin I. Anderson and Malcolm B. Smith, Trustees, anpointed by the decree in this cause, to make sale of the estate therein mentioned, respectfully shows: that after giving bond with security for the faithful discharge of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel 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, Maryland, on Wednesday, the fourth day of September, 1957, at 11:00 a.m., the time and place mentioned in said advertisement, and then and there offered the following property mentioned in these proceedings at public sale, that is to say: All that tract or parcel of ground lying in the Third Election District of Anne Arundel County, Maryland, and more particularly described as follows: Beginning for the same at the end of the fifth line of the whole survey and running thence North 38 3/4 degrees West 1200 feet; thence South 86 degrees West 1773 feet; thence South 23 1/4 degrees East 895 feet to intersect said fifth line; thence with the said line South 80 degrees West 1440 feet to the place of beginning containing 35 acres of land, more or less. Being Lot No. 1 allotted

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to said James H. Hall by decree of the Circuit Court for Anne Arundel County in Equity passed on the twenty-seventh day of May, 1912, in a cause in said Court wherein Rebecca Hall and husband are complainants and Hezekiah Mannus and others are defendants (see Equity No. 3126); see also Land Records of Anne Arundel County Liber W.H.G. No. 2, folio 114; W.H.G. No. 8, folio 237; and W.H.G. No. 13, folio 527; and sold the same to Maurice C. Ogle at and for the sum of Forty-eight hundred dollars, he being at that price the highest bidder therefor.

That the said purchaser agrees to comply with the terms of sale, agreement of purchasers and certificate of auctioneer marked Exhibit No. 1 with Report of Sale is filed herewith.

All of which is respectfully submitted,

Marvin I. Anderson

Malcolm B. Smith
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 7th day of September, in the year 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson and Malcolm B. Smith, Trustees, and made oath in due form of law that the matters and facts set forth in the aforesaid Report of Sale are true as therein set forth, and that said sale was fairly made.

Witness my hand and seal Notarial.

Myrtle Stevens
Notary Public

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ORDER NISI

LIBER 113 PAGE 536

ANNE ARUNDEL COUNTY WELFARE BOARD

versus

FRANK G. TRACEY, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,632 Equity

Ordered, this 10 day of September, 19 57, That the sale of the Property in these proceedings mentioned made and reported by Marvin I. Anderson and Malcolm B. Smith Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 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 21 day of October next.

The report states that the amount of sale was $4,800.00

Filed 1958 Sept 10, at 2:46 P. M.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

ANNE ARUNDEL COUNTY WELFARE BOARD

versus

FRANK G. TRACEY, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of October finally, 19 57, that the sale made and reported by the Trustees 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 they shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

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1957 OCT 26 PM 12:02

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LIBER 113 PAGE 537 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. 11,632, Equity
ANNE ARUNDEL COUNTY WELFARE BOARD
versus
FRANK G. TRACEY, et al

Ordered, this 10th day of September, 1957, That the sale of the Property in these proceedings mentioned, made and reported by Marvin I. Anderson and Malcolm B. Smith, Trustees, be ratified AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st 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 21st day of October next.

The report states that the amount of sale was $4,800.00.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
O-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1957

We hereby certify, that the annexed

Order Nisi

Eq. 11,632

Frank G. Tracey

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 October, 1957. The first insertion being made the 19th day of September, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By W. J. Tilghman

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In the Case of

Anne Arundel County Welfare Board

VS.

Frank G. Tracey, Executor, etc, et al

In the

Circuit Court

For

Anne Arundel County

No. 11,632 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 K. Dickling

Auditor.

September 30, 1958

Dr. in ac.

Anne Arundel County Welfare Board vs. Frank G. Tracey, Executor named in the Will of Thomas Tracey, deceased, et al.

To Trustee for Commissions, viz:	175	36	175	36
To Trustees for Court costs, viz:				
Plaintiff's Solicitors' appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - original Court costs	115	75		
Clerk of Court - additional Court costs	11	25		
Jos. W. Alton, Jr. - Sheriff's costs	10	15		
Jos. C. Deegan - Sheriff's costs	11	55		
Emanual Klawans - Examiner's fee	10	00		
Shirley Miller - Stenographer's fee	19	00		
Auditor - stating this account	45	00		
			242	70
To Trustees for Expenses, viz:				
Capital-Gazette Press - order of publication	45	00		
Capital-Gazette Press - advertising sale	28	14		
Capital-Gazette Press - notice to creditors	8	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Barrett Printing Co. - handbills	12	75		
National Surety Corp. - 1957 and 1968 bond premiums	56	00		
George W. Scible - auctioneer's fee	50	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Alice L. Wood - notary fee		50		
Myrtle Sturm - notary fee		75		
			220	64
To Trustees for Taxes, viz:				
1955 State & County taxes and interest	32	40		
1956 State & County taxes and interest	31	16		
Advertisement of tax sale	11	00		
1957 State and County taxes and interest	29	96	104	52
To Trustees for Orphans Court Expenses, viz:				
Register of Wills - Court costs (Will of Thomas Tracey)	18	50	18	50
To Anne Arundel County Welfare Board -				
in full for claim filed	2,125	56	2,125	56
BALANCE FOR DISTRIBUTION - $1,962.71				
Distributed in accordance with the Agreement between the devisees of Thomas Tracey dated 9/11/58, filed herein, as follows:				
A. To Hugh K. Holmes - fee for legal services rendered	196	27		

B. To Heirs at law of Thomas Tracey who died 8/22/55, viz:			
1. To John Thomas Tracey, son - one-ninth $196.27			
Less direct inheritance tax 1.96	194	31	
2. To Mary E. Weaver, daughter - one-ninth 196.27			
Less direct inheritance tax 1.96	194	31	
3. To Nellie M. Davis, daughter - one-ninth 196.27			
Less direct inheritance tax 1.96	194	31	
4. To Mary T. Hampton, daughter - one-ninth 196.27			
LESS dorect inheritance tax 1.96	194	31	
5. To Frank G. Tracey, son - one-ninth 196.27			
Less direct inheritance tax 1.96	194	31	
6. To Heirs of Lawrence E. Tracey, son- (who died 12/23/57), viz:			
I. Daisy Tracey, widow - one-twenty-seventh	65	42	
II. Ella Mae Tall, daughter - two-twenty-sevenths	130	85	
7. To Heirs of Joseph Tracey, son (who died 1/21/42), viz:			
I. Alma T. Beers, daughter - 1/27	65	42	
II. Jeannette Ridgley, daughter -1/27	65	42	
III. Joseph W. Tracey, Jr., son -1/27	65	43	
8. To Heirs of Ellsworth Tracey, son, (who died prior to 1951), viz:			
I. Ellsworth Tracey, Jr. - son - one-ninth $196.27			
Less direct inheritance tax 1.96	194	31	
9. To Heirs of Raymond W. Tracey, son, (who died prior to 8/22/55), viz:			
I. Shirley Rey, daughter - one-eighteenth	98	14	
II. Nancy Ann Davis, daughter - one-eighteenth	98	14	
To H. Stanley Clark, Register of Wills - total direct in heritance tax	11	76	1,962 71
			4,849 99

1-1-540

with

Marvin I. Anderson and Malcolm B. Smith, Trustees

Cr.

1957						
Sept.	4	Proceeds of Sale	4,800	00		
		Interest on deferred payment of $4,320.00 - 63 days	45	36	4,845	36
		Refund 1957 State and County taxes- 55 days (adjusted to 11/6/57)	4	63	4	63
					4,849	99

ORDER NISI

LIBER 113 PAGE 542

Anne Arundel County Welfare Board

VERSUS

Frank G. Tracey, Executor named in Will of Thomas Tracey, deceased, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,632 Equity.

1958 OCT -2 PM 2:09 FILED

ORDERED, This 2nd day of October, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th 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 10th day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of November, 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 NOV 13 AM 11:30

Benjamin Michaelson

Judge

LIBER 113 PAGE 543

OFFICIAL

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. 11,632 Equity

ANNE ARUNDEL COUNTY WELFARE BOARD
VERSUS
FRANK G. TRACEY, Executor named in Will of THOMAS TRACEY, deceased, et al

Ordered, this 2nd day of October, 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 10th 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 10th day of November next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1958

We hereby certify, that the annexed

Order Nisi Eq. 11,632.
Auditor Account.

Frank G. Tracey.

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 November, 1958. The first insertion being made the 9th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 5567 1958 NOV -6 PM 2:25 By M. Tilghman

63

LIBER 113 PAGE 544

NO. 8815 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. & L. PLEASURE CLUB, an unincorporated association;
HENRY L. WALKER and RUTH E. WALKER, his wife;
EDWARD FOREMAN and MARIE K. W. FOREMAN, his wife;
ELIZABETH W. FISCHER and WILLIAM FISCHER, her husband;
RICHARD W. FISCHER, infant, by ELIZABETH W. FISCHER, his mother and next friend;
JAMES E. WALKER and HELEN H. WALKER, his wife;
WILLIAM S. WALKER and MARTHA WALKER, his wife;
SOPHIE W. EIBNER, widow;
WILLIAM T. LOVELL;
GEORGE HOFMEISTER, Jr., and RUTH HOFMEISTER, his wife;
HARRY HOLLAND and LAURETTA HOLLAND, his wife;
JOSEPH BLINKNER, single;
THOMAS J. TAYLOR and CATHERINE TAYLOR, his wife;
JOHN O'LEARY SR., and GERTRUDE O'LEARY, his wife;
EMMETT L. TAYLOR and MILDRED TAYLOR, his wife;
WILLIAM J. TAYLOR and CHRISTINA TAYLOR, his wife;
LOUIS A. TAYLOR and CATHERINE TAYLOR, his wife;
LAWRENCE C. TAYLOR, single;
JOHN W. GABRIELSON and MINNIE GABRIELSON, his wife;
BENJAMIN STOKES and MARY STOKES, his wife;
JAMES MANIELZERIK and IRENE MANIELZERIK, his wife;
CHARLES SCHARMAN and OVILE SCHARMAN, his wife;
JESSE ARCHER, Jr., and MABEL ARCHER, his wife;
JESSE ARCHER, Sr., and KATHERINE ARCHER, his wife;
JOHN E. SPINDLER, widower; and
ROBERT RITTERBUSCH and ROSALIE RITTERBUSCH, his wife

VS.

JOHN WITTIG and MARY WITTIG, his wife
(1746 Bank Street, Baltimore, Maryland);
HENRY SCHUHART, widower
(231 South Chapel Street, Baltimore, Maryland);
EDWARD SCHUHART and ELIZABETH SCHUHART, his wife
(4008 Parkwood Avenue, Baltimore, Maryland);
JOHN SCHUHART and MARY SCHUHART, his wife
(201 South Ellwood Avenue, Baltimore, Maryland);
GEORGE SCHUHART and MAE SCHUHART, his wife
(Patterson Park and Eastern Avenues, Baltimore, Maryland);
HARRY SCHUHART, single
(231 South Chapel Street, Baltimore, Maryland);
JEANETTE HETTCHEN and RAYMOND HETTCHEN, her husband
(1805 North Dallas Street, Baltimore, Maryland);
WILLIAM SCHUHART, single
(231 South Chapel Street, Baltimore, Maryland);
MILTON SCHUHART, single
(231 South Chapel Street, Baltimore, Maryland);

EDNA LOVELL
(222 South Washington Street, Baltimore, Maryland);
CARL SCHUHART, single
(231 South Chapel Street, Baltimore, Maryland);
MARIE SCHUHART, single
(231 South Chapel Street, Baltimore, Maryland);
FRANKLIN WALKER, single
(123 South Curley Street, Baltimore, Maryland);
ELLA V. HOFMEISTER, widow
(1814 Gough Street, Baltimore, Maryland);
ELLA V. THOMPSON and IRVIN THOMPSON, her husband
(1814 Gough Street, Baltimore, Maryland);
and ALL UNKNOWN MEMBERS AND HEIRS OF DECEASED UNKNOWN MEMBERS of the A. T. & L. PLEASURE CLUB, an unincorporated association, and any unknown claimants who may have any interest or claim in said property.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining, say:

FIRST: That the A. T. & L. PLEASURE CLUB is an unincorporated association which was organized at Green Haven, Anne Arundel County, Maryland, on August 16, 1932, by a group of men residing at Green Haven, and that its principal office was located at Pasadena, Anne Arundel County, Maryland.

SECOND: That originally, there were approximately 25 members of said club, later increased to about 50, until, at the present time, there remain in good standing, fully paid up and sui juris, 18 members, namely, HARRY HOLLAND, JOSEPH BLINKNER, THOMAS J. TAYLOR, JOHN O'LEARY, Sr., EMMETT L. TAYLOR, WILLIAM J. TAYLOR, LOUIS A. TAYLOR, LAWRENCE C. TAYLOR, JOHN W. GABRIELSON, BENJAMIN STOKES, JAMES MANIELZERIK, CHARLES SCHARMAN, GEORGE HOFMEISTER, Jr., JESSE ARCHER, Sr., JESSE ARCHER, Jr., WILLIAM S. WALKER, JOHN E. SPINDLER and ROBERT RITTERBUSCH, all of whom are named as complainants herein.

THIRD: That prior to the dissolution of said association, JOHN H. WITTIG and GEORGE HOFMEISTER, Sr., were members in good standing, the said JOHN H. WITTIG, however, having departed this life on November 8, 1935; and the said GEORGE HOFMEISTER, Sr., having departed this life on December 18, 1943. That JOHN H. WITTIG left surviving him the following heirs: JOHN

WITTIG, a brother; the following heirs of ANNIE SCHUHART, a deceased sister of JOHN H. WITTIG: HENRY SCHUHART, her husband; EDWARD SCHUHART, JOHN SCHUHART, HARRY SCHUHART, GEORGE SCHUHART, JEANETTE HETTCHEN: WILLIAM SCHUHART, MILTON SCHUHART, EDNA LOVELL, CARL SCHUHART and MARIE SCHUHART, her children; and the following heirs of MARY WALKER, a deceased sister of JOHN H. WITTIG: HENRY L. WALKER, FRANKLIN WALKER, MARIE K. W. FOREMAN, ELIZABETH W. FISCHER, JAMES E. WALKER, WILLIAM S. WALKER and SOPHIE EIBNER, her children; and that GEORGE HOFMEISTER, Sr., left surviving him the following heirs: ELLA V. HOFMEISTER, his wife; and GEORGE HOFMEISTER, Jr., and ELLA V. THOMPSON, his children; some of whom are named as complainants and some as respondents herein to afford them an opportunity to appear and assert any rights they claim in the premises.

FOURTH: That by deed dated September 18, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 130, folio 176, the original of which is filed herewith and marked "Complainants' Exhibit A," the said A. T. & L. PLEASURE CLUB, as an unincorporated association, acquired from Steven J. Everd and wife Lots Nos. 28, 29, 30 and 31 in Section C of Hahn's Subdivision of Green Haven, and that said lots have since been improved by a one-story building occupied by the members as a clubhouse.

FIFTH: That at a regular meeting of said club, at which a majority of the members was present, it was deemed advisable and advantageous to dissolve this said club and dispose of all of its assets, including both real and personal property and divide the proceeds among the members of said club who were such and in good standing at the time of the dissolution, your orators being informed that only those who are members at the time of the dissolution of an unincorporated association or the legal representatives of members who were in good standing at the time of dissolution and who have since died, are entitled to a pro rata distribution of the proceeds of such a sale.

SIXTH: That pursuant thereto, a motion was duly made and carried

authorizing the dissolution, and that at the same meeting aforesaid, the offer of the Third District Democratic Club, Inc., to purchase their real estate at the price of $3,000.00 was accepted and the president and secretary empowered to execute a contract of sale for the same, a copy of said contract being filed herewith and marked "Complainants' Exhibit B."

SEVENTH: That your orators are now advised that in order properly to transfer the real estate of an unincorporated association, a trustee must be appointed to execute a deed of conveyance on behalf of the grantor association and its surviving members, for which reason these proceedings have been instituted to invoke the aid of a court of equity for relief in the premises.

EIGHTH: That there are no creditors unpaid and no outstanding liens or other interests charged against said association or its property, and the same is free and clear of all encumbrances.

WHEREFORE, your orators pray:

(1) THAT a decree may be passed for the sale of said herein-described real estate.

(2) THAT a trustee may be appointed by this Honorable Court to execute a deed conveying the property mentioned herein to the Third District Democratic Club, Inc., purchaser named in the contract of sale filed herewith.

(3) THAT the proceeds of said sale may be directed to be distributed among the surviving members in good standing of the said A. T. & L. PLEASURE CLUB at the time of its dissolution or to the legal representatives of members in good standing who have died since its dissolution.

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

MAY IT PLEASE YOUR HONORS to grant unto your orators the writ of subpoena directed to the respondents named herein commanding them to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein, and also to pass an order of publication according to law directed

to the unknown members and heirs of deceased unknown members of the A. T. & L. PLEASURE CLUB, an unincorporated association, and also any unknown claimants who may have any interest or claim in said property, commanding them to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
Solicitor for Complainants

NO. 8825 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. & L. PLEASURE CLUB, etc., et al.,

VS.

JOHN WITTIG, et al.

BILL OF COMPLAINT

Mr. Clerk:

Please file, etc.

Albert J. Goodman
Solicitor for Complainants

Filed Dec. 21" 1944.

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

THIS DEED, made this 18th. day of September, in the year nineteen hundred and thirty-four, by and between Steven J. Everd and Margaret Everd, his wife, of the first part, and the A.T.& L Pleasure Club, of which Jesse H. Archer the President, and Louis A. Taylor the Secretary, and John H. Wittig the Treasurer, parties of the second part, all of Anne Arundel County, in the State of Maryland.

WITNESS, that for and in consideration of the sum of Five Dollars and of other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part, do hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their heirs and assigns, in fee-simple, all those four lots of ground situate, lying and being in Anne Arundel County, (Third District) State of Maryland, and more particularly described as follows.

Being all those Four lots of ground situate in the Third Election of Anne Arundel County, State of Maryland, at Green Haven, and known as lots Numbered Twenty-eight, twenty-nine-thirty, and thirty-one, in section No. C: as outlined on the plat of Hahn's (now Everd's) sub-division of Green Haven, which plat is duly recorded among the plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 54 etc.

Being part of the property conveyed to the said Steven J. Everd and wife, by Edward E. Hahn, and others, by deed dated the 6th day of December, 1930, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 36, folio 472 etc

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges appurtenances and advantages to the same belonging, or 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 aovantages thereto belonging or appertaining, unto and to the proper use and benefits of the said A.T.& L. Pleasure Club

as tenants by the entireties, their heirs and assigns, forever, 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 what soever, 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 hands and seals of the said Grantors.

TEST

Steven J. Everd (SEAL)

Margaret Everd (SEAL)

State of Maryland, Anne Arundel County, to wit:-

I Hereby Certify, that on this 18th day of September in the year nineteen hundred and thirty-four, before me, the subscriber a ~~Notary Public~~ Justice of the Peace of the State of Maryland, in and for Anne Arundel County, personally appeared Steven J. Everd and Margaret Everd, his wife, the above named Grantors and they severally acknowledged the aforegoing deed to be their respective act.

As witness my hand and seal.

Thomas [illegible] (SEAL)

~~Notary Public~~

Justice of the Peace

LIBER 113 PAGE 551

w/ DEED.

From

Steven J. Everd, and wife

to

A.T.& L. Pleasure Club

Lots 28-29-30-and 31.

Section :C:

Received for Record 18 day of Sept 1934 at 11 o'clock A.M. and same day recorded in Liber W. M. B. No. 130 Fol 176 and Records of Anne Arundel County.

Wm Martin Brady Clerk

paid $2.25

FILED

THE DAILY RECORD CO., BALTIMORE, MD.

NO. 8825 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. & L. PLEASURE CLUB, etc., et al.

VS.

JOHN WITTIG, et al.

COMPLAINANTS' EXHIBIT A

Exams. Exh. 1 Jos

Filed Dec. 21" 1944.

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

CONTRACT OF SALE—Form 19.

LIBER 113 PAGE 552

THIS AGREEMENT, Made this 29th day of April, nineteen hundred and forty-four, between the A. T. and L. PLEASURE CLUB,

of the first part, and the THIRD DISTRICT DEMOCRATIC CLUB, INC.,

of the second part., both of Anne Arundel County and State of Maryland.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Third Election District of Anne Arundel County aforesaid:

BEING Lots Nos. 28, 29, 30 and 31 in Section C, as outlined on the plat of Hahn's (now Everd's) Subdivision of Green Haven recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 54.

BEING the same property which was conveyed to the A. T. and L. Pleasure Club by Steven J. Everd and wife by deed dated September 18, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 130, folio 176.

At and for the price of THREE THOUSAND DOLLARS ($3,000.00) ~~Dollars~~,

of which SIX HUNDRED DOLLARS ($600.00) ~~Dollars~~,

have been paid prior to the signing hereof and the balance to be paid as follows:

Balance to be paid upon completion of title examination and approval of title by the purchaser's attorney on or before September 1, 1944.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, assessments and other charges to be paid or allowed for by the Vendor to the date of ~~, nineteen hundred and~~ execution of this contract of sale, to wit, April 29, 1944.

Time is the essence of this contract.

Witness our hands and seals.

TEST:

Louis A. Taylor
Louis Taylor, Secretary

Anna L. Klein
~~Truffer,~~ Secretary
Anna Klein

A. T. and L. PLEASURE CLUB

By Emmett L. Taylor [SEAL]
Emmett L. Taylor, President

THIRD DISTRICT DEMOCRATIC CLUB, INC. [SEAL]

By Louis Worro [SEAL]
Louis Worro, President
Worro

[SEAL]
Geo Truffer. Vice President

October 20, 1944

It is hereby agreed by the parties to the within contract of sale that the date for final completion of this transaction be and the same is hereby extenced to January 1, 1945.

WITNESS:

Louis A. Taylor

A. T. AND L. PLEASURE CLUB

By Emmett L. Taylor
President

Anna G. Klein

THIRD DISTRICT DEMOCRATIC CLUB, INC.

By Per Louis Hanna
President

CONTRACT OF SALE

BETWEEN

A. T. AND L. PLEASURE CLUB

AND

THIRD DISTRICT DEMOCRATIC CLUB, INC.

ALBERT J. GOODMAN
Attorney at Law
Annapolis, Maryland

The Daily Record Company, Baltimore, Md.

NO. 8825 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. & L. PLEASURE CLUB, etc., et al.

VS.

JOHN WITTIG, et al.

COMPLAINANTS' EXHIBIT B
Exh. Ex. 3 JDS

Filed Dec. 21" 1944.

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

A. T. & L. PLEASURE CLUB, etc., et al.	:	NO. EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
JOHN WITTIG, et al.	:	ANNE ARUNDEL COUNTY

:::

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE complainants, by ALBERT J. GOODMAN, their solicitor, respectfully show:

FIRST: That the respondents, JOHN WITTIG and MARY WITTIG, his wife; HENRY SCHUHART; JOHN SCHUHART and MARY SCHUHART, his wife; GEORGE SCHUHART and MAE SCHUHART, his wife; WILLIAM SCHUHART; EDNA LOVELL; CARL SCHUHART; MARIE SCHUHART; ELLA V. HOFMEISTER; and ELLA V. THOMPSON and IRVIN THOMPSON, her husband; having been duly summoned to appear to the bill of complaint, have failed to appear thereto or to answer, plead or demur, according to the exigency of the writ.

SECOND: That the cause may now be proceeded with ex parte as against the respondents so in default.

WHEREFORE, your petitioners pray that the bill of complaint be taken pro confesso against the above-named respondents.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

Solicitor for Petitioners

ORDER OF COURT

THE respondents, JOHN WITTIG and MARY WITTIG, his wife; HENRY SCHUHART; JOHN SCHUHART and MARY SCHUHART, his wife; GEORGE SCHUHART and MAE SCHUHART, his wife; WILLIAM SCHUHART; EDNA LOVELL; CARL SCHUHART; MARIE SCHUHART; ELLA V. HOFMEISTER; and ELLA V. THOMPSON and IRVIN THOMPSON, her husband, having been duly summoned to appear to the bill of complaint

and having failed to appear thereto according to the command of the said writ.

IT IS THEREUPON this 19th day of January, 1945, by the Circuit Court for Anne Arundel County in equity adjudged, ordered and decreed that said bill of complaint be and the same is hereby taken pro confesso as against said respondents.

AND it is further ordered that leave is hereby granted to the complainants to take testimony before any one of the examiners of this court in support of the allegations of the said bill.

Judge

NO. 8825 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. & L. PLEASURE CLUB, etc., et al.

VS.

JOHN WITTIG, et al.

PETITION FOR DECREE PRO CONFESSO and ORDER OF COURT THEREON

Order Jan. 19, 1945

Mr. Clerk:

Please file, etc.

Solicitor for Petitioners

Filed Jan. 19" 1945.

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

4

A. T. AND L. PLEASURE CLUB, etc., et al.	:	NO. 8825 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
JOHN WITTIG, et al.	:	ANNE ARUNDEL COUNTY

:::::

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of the complainants herein respectfully represents unto Your Honors:

FIRST: That heretofore, to wit, on the 21st day of December, 1944, a bill of complaint was filed by your petitioners against the respondents named therein.

SECOND: That all of the respondents were returned "summoned" with the exception of HARRY SCHUHART, MILTON SCHUHART, FRANKLIN WALKER, JEANETTE HETTCHEN and RAYMOND HETTCHEN, who have respectively been twice successively returned "non est" by the Sheriff of Baltimore City, the first return being on the 26th day of December, 1944, and the second, on the 17th day of January, 1945, as will appear by reference to the proceedings in said suit, which are prayed to be taken as part hereof.

THIRD: That your petitioners desire to proceed against said respondents and against all the unknown members and heirs of deceased unknown members of the A. T. AND L. PLEASURE CLUB, and also any unknown claimants who may have any interest or claim in said property, as non-residents by order of publication, pursuant to Section 141 of Article 16 of the Code of Maryland; and they, therefore, pray that this Honorable Court pass an order authorizing them to do so.

AND AS IN DUTY BOUND, ETC.

Albert J. Lauhon

Solicitor for Petitioners

LIBER 113 PAGE 557

A. T. AND L. PLEASURE CLUB, etc., et al.	:	NO. 8825 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
JOHN WITTIG, et al.	:	ANNE ARUNDEL COUNTY

:::::

ORDER OF COURT

UPON the aforegoing petition, it is this 8th day of February, 1945, by the Circuit Court for Anne Arundel County in Equity ordered that the complainants herein proceed against HARRY SCHUHART, MILTON SCHUHART, FRANKLIN WALKER, JEANETTE HETTCHEN and RAYMOND HETTCHEN, who were twice successively returned "non est," and all unknown members and heirs of deceased unknown members of the A. T. AND L. PLEASURE CLUB, an unincorporated association, and also any unknown claimants who may have any interest or claim in said property, as non-residents by order of publication as herein prayed.

Judge

NO. 8825 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. AND L. PLEASURE CLUB, etc., et al.

VS.

JOHN WITTIG, et al.

PETITION FOR ORDER OF PUBLICATION
and
ORDER OF COURT

Mr. Clerk:

Please file, etc.

Solicitor for Petitioners

Filed Feby. 7th 1945.
order Feb. 8, 1945 pd.

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

A. T. AND L. PLEASURE CLUB, an unincorporated association, et al.,	:	NO. 8825 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
JOHN WITTIG, et al.	:	ANNE ARUNDEL COUNTY

:::::

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of the complainants herein respectfully represents unto Your Honors:

THAT they inadvertently neglected to name as respondents in their bill of complaint "any unknown claimants who may have any interest or claim in said property," which is under contract of sale by the A. T. AND L. PLEASURE CLUB, an unincorporated association.

THEY, therefore, pray that this Honorable Court pass an order permitting them to amend their bill of complaint by interlineation to include as respondents "any unknown claimants who may have any interest or claim in said property."

AND AS IN DUTY BOUND, ETC.

Solicitor for Petitioners

ORDER OF COURT

UPON the aforegoing petition, it is this 8th day of February, 1945, by the Circuit Court for Anne Arundel County in equity ordered that permission is hereby granted to the petitioners to amend the bill of complaint filed in these proceedings by interlineation to include as respondents "any unknown claimants who may have any interest or claim in said property"; and the Clerk of the Court is hereby ordered to make the aforesaid amendment on the bill of complaint filed herein and on his docket entries.

Judge

LIBER 113 PAGE 559

NO. 8325 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. AND L. PLEASURE CLUB, an unincorporated association, et al.

VS.

JOHN WITTIG, et al.

PETITION TO AMEND BILL OF COMPLAINT
and
ORDER OF COURT

Mr. Clerk:

Please file, etc.

Solicitor for Petitioners

Filed Feby. 8" 1945.
Order Feb. 8, 1945 Fd.

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

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A. T. AND L. PLEASURE CLUB, an unincorporated association, et al.	:	NO. 8825 EQUITY
VS.	:	IN THE CIRCUIT COURT
	:	FOR
HARRY SCHUHART, single; MILTON SCHUHART, single; JEANETTE HETTCHEN and RAYMOND HETTCHEN, her husband; FRANKLIN WALKER, single; ALL UNKNOWN MEMBERS AND HEIRS OF DECEASED UNKNOWN MEMBERS of the A. T. AND L. PLEASURE CLUB, an unincorporated association; and ANY UNKNOWN CLAIMANTS WHO MAY HAVE ANY INTEREST OR CLAIM IN SAID PROPERTY, et al.	:	ANNE ARUNDEL COUNTY

:::::

ORDER OF PUBLICATION

THE object of this suit is to obtain a decree for the sale of certain real estate owned by the A. T. AND L. PLEASURE CLUB, an unincorporated association, and to have a trustee appointed to execute a deed conveying the same to the purchaser, and to have the proceeds of said sale distributed under the direction of the Court among the surviving members in good standing of the said A. T. AND L. PLEASURE CLUB at the time of its dissolution or to the legal representatives of members in good standing who have died since its dissolution and for further relief.

THE bill recites that the A. T. AND L. PLEASURE CLUB in an unincorporated association, organized at Green Haven, Anne Arundel County, Maryland, on August 16, 1932, with its principal office at Pasadena, Maryland. That there were originally twenty-five members, later increased to about fifty; and at present, there remain in good standing, fully paid up and sui juris, eighteen members, namely: HARRY HOLLAND, JOSEPH BLINKNER, THOMAS J. TAYLOR, JOHN O'LEARY, Sr., ELLET L. TAYLOR, WILLIAM J. TAYLOR, LOUIS A. TAYLOR, LAWRENCE C. TAYLOR, JOHN W. GABRIELSON, BENJAMIN STOKES, JAMES MANIELZERIK, CHARLES SCHARMAN, GEORGE HOFMEISTER, Jr., JESSE ARCHER, Sr., JESSE ARCHER, Jr., WILLIAM S. WALKER, JOHN E. SPINDLER and ROBERT RITTERBUSCH.

THAT prior to the dissolution of said association, JOHN H. WITTIG and GEORGE HOFMEISTER, Sr., were members in good standing; but that JOHN H. WITTIG died on November 8, 1935, and left surviving him the following heirs: JOHN WITTIG, a brother; the following heirs of ANNIE SCHUHART, a deceased sister of JOHN H. WITTIG: HENRY SCHUHART, her husband; EDWARD SCHUHART, JOHN SCHUHART, HARRY SCHUHART, GEORGE SCHUHART, JEANETTE HETTCHEN, WILLIAM SCHUHART, MILTON SCHUHART, EDNA LOVELL, CARL SCHUHART and MARIE SCHUHART, her children; and the following heirs of MARY WALKER, a deceased sister of JOHN H. WITTIG: HENRY L. WALKER, FRANKLIN WALKER, MARIE K. W. FOREMAN, ELIZABETH W. FISCHER, JAMES E. WALKER, WILLIAM S. WALKER and SOPHIE EIBNER, her children; and that GEORGE HOFMEISTER, Sr., died on December 18, 1943, and left surviving him the following heirs: ELLA V. HOFMEISTER, his wife; and GEORGE HOFMEISTER, Jr., and ELLA V. THOMPSON, his children, some of whom are complainants and some of whom are named as respondents herein to afford them an opportunity to appear and assert any rights they claim in the premises.

THAT on September 18, 1934, the A. T. AND L. PLEASURE CLUB acquired Lots Nos. 28, 29, 30 and 31 in Section C of Hahn's Subdivision of Green Haven, which were subsequently improved by a one-story building occupied by the members as a clubhouse. That at a regular meeting of said club, a motion was passed authorizing the dissolution of said club, the sale of its real estate, and the distribution of the proceeds thereof among the members in good standing at the time of its dissolution, or their legal representatives; and the president and secretary were empowered to execute a contract of sale for the same to the purchaser, the Third District Democratic Club, Inc., for $3,000.00.

THAT a trustee is required to execute the deed on behalf of the association, for which reason these proceedings were instituted; and that there are no creditors unpaid and no outstanding liens or other interests charged against said association or its property; and that the same is free and clear of all encumbrances.

THAT two successive non ests were returned against HARRY SCHUHART,

MILTON SCHUHART, JEANETTE HETTCHEN, RAYMOND HETTCHEN and FRANKLIN WALKER; and an order of court was passed authorizing the complainants to proceed against them, all unknown members and heirs of deceased unknown members of the A. T. AND L. PLEASURE CLUB, an unincorporated association, and any unknown claimants who may have any interest or claim in said property, as non-residents by order of publication.

IT IS THEREUPON, this 8th day of February, 1945, by the Circuit Court for Anne Arundel County sitting in equity ordered that the complainants cause a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County once in each of four successive weeks before the 17th day of March, 1945, giving notice to the said HARRY SCHUHART, MILTON SCHUHART, JEANETTE HETTCHEN, RAYMOND HETTCHEN, FRANKLIN WALKER; all unknown members and heirs of deceased unknown members of the A. T. AND L. PLEASURE CLUB, an unincorporated association; and any unknown claimants who may have any interest or claim in said property, of the object and substance of this bill, warning them to be and appear in this Honorable Court either in person or by solicitor on or before the 2nd day of April ~, 1945, to show cause, if any they have, why a decree should not be passed as prayed herein.

John H. Hopkins 3rd.
Clerk

LIBER 113 PAGE 563

NO. 8825 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. AND L. PLEASURE CLUB,
an unincorporated association,
et al.

VS.

HARRY SCHUHART, et al.

ORDER OF PUBLICATION

Mr. Clerk:

Please file, etc.

Albert J. Goodman
Solicitor for Complainants

Filed Feby. 8th 1945.

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

2/8/45.
Copy of the within Order of Pub.,
Received.
Southern Md. Times
Per John [illegible]

ALBERT J. GOODMAN, Solicitor
Annapolis, Maryland

No. 8825 Equity

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

A. T. and L. Pleasure Club, an unincorporated association, et al. vs. Harry Schuhart, single; Milton Schuhart, single; Jennette Hettchen and Raymond Hettchen, her husband; Franklin Walker, single; all unknown members and heirs of deceased unknown members of the A. T. and L. Pleasure Club, an unincorporated association; and any unknown claimants who may have any interest or claim in said property, et al.

ORDER OF PUBLICATION

The object of thie suit is to obtain a decree for the sale of certain real estate owned by the A. T. AND L. PLEASURE CLUB, an unincorporated association, and to have a trustee appointed to execute a deed conveying the same to the purchaser, and to have the proceeds of said sale distributed under the direction of the Court among the surviving members in good standing of the said A. T. AND L. PLEASURE CLUB at the time of its dissolution or to the legal representatives of members in good standing who have died since its dissolution and for further relief.

The bill recites that the A. T. AND L. PLEASURE CLUB is an unincorporated aesociation, organized at Green Haven, Anne Arundel County, Maryland, on August 16, 1932, with its principal office at Pasadena, Maryland. That there were originally twenty-five members, later increased to about fifty; and at preeent, there remain in good etanding, fully paid up and eul juris, eighteen members, namely HARRY HOLLAND, JOSEPH BLINKNER, THOMAS J. TAYLOR, JOHN O'LEARY, SR., EMMET L. TAYLOR, WILLIAM J. TAYLOR, LOUIS A. TAYLOR, LAWRENCE C. TAYLOR, JOHN W. GABRIELSON, BENJAMIN STOKES, JAMES MANIELZERIK, CHARLES SCHARMAN, GEORGE HOFMEISTER, JR., JESSE ARCHER, SR., JESSE ARCHER, JR., WILLIAM S. WALKER, JOHN E. SPINDLER and ROBERT RITTERBUSCH.

THAT prior to the dissolution of said association, JOHN H. WITTIG and GEORGE HOFMEISTER, SR., were members in good etanding; but that JOHN H. WITTIG died on November 8, 1935, and left surviving him the following heirs: JOHN WITTIG, a brother; the following heirs of ANNIE SCHUHART, a dceeased sister of JOHN H. WITTIG: HENRY SCHUHART, her husband; EDWARD SCHUHART, JOHN SCHUHART HARRY SCHUHART, GEORGE SCHUHART, JEANETTE HETTCHEN, WILLIAM SCHUHART, MILTON SCHUHART, EDNA LOVELL, CARL SCHUHART and MARIE SCHUHART, her children; and the following heirs of MARY WALKER, a deceasod sister of JOHN H. WITTIG; HENRY L. WALKER, FRANKLIN WALKER, MARIE K. W. FOREMAN, ELIZABETH W. FISCHER, JAMES E. WALKER WILLIAM S. WALKER and SOPHIE EIBNER, her children; and that GEORGE HOFMEISTER, SR., died on December 18, 1943, and left eurviving him the following heirs: ELLA V. HOFMEISTER, his wife; and GEORGE HOFMEISTER, JR., and ELLA V. THOMPSON, his ohildren, some of whom are complainants and some of whom are named as rospondents herein to afford them an opportunity to appear and assert any rights they claim in the premises.

THAT on September 18, 1943, the A. T. and L. PLEASURE CLUB acquired Lots Nos. 28, 29, 30 and 31 in Section C of Hahn's Subdivieion of Green Haven, which were subsequently improved by a one-story building occupied by the members as a clubhouse. That at a regular meeting of said club, a motion was passed authorizing the dissolution of said club, the sale of its real eetate, and the distribution of the proceeds thercof among the members in good standing at the time of its dissolution, or their legal representatives; and the president and secretary were empowered to execute a contract of sale for the same to the purchaser, the Third District Democratic Club, Inc., for $3,000.00.

THAT a trustee is required to execute tho deed on behalf of the association, for which reason these proceedings were instituted; and that there are no creditors unpaid and no outstanding liens or other interests charged againet said association or its property; and that the samo is freo and clear of all oncumbrances.

THAT two sucoessive non eete were returned against HARRY SCHUHART, MILTON SCHUHART, JEANETTE HETTCHEN, RAYMOND HETTCHEN and FRANKLIN WALKER; and an order of court was passed authorizing the complainants to proceed against them, all unknown members and heirs of deceased unknown members of the A. T. and L. PLEASURE CLUB, an unincorporatod association, and any unknown claimants who may have any interest or claim in said property, as non-residents by order of nublication.

LIBER 113 PAGE 564

OFFICE OF

THE SOUTHERN MARYLAND TIMES

Annapolis, Maryland

THIS IS TO CERTIFY

That the annexed advertisement of

ORDER OF PUBLICATION

was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 17th day of March, 1945,

that is to say, the same was inserted in the issues of Feb. 16, 23, Mar. 2, 9, 1945.

THE

THE SOUTHERN MARYLAND TIMES

Alverda V. Lauer

~~Business Manager~~

Asst. Secy.-Treas.

IT IS THEREUPON, this 8th day of February, 1945, by the Circuit Court for Anne Arundel County, sitting in equity ordered that the complainants cause a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County once in each of four successive weeks before the 17th day of March, 1945, giving notice to the said HARRY SCHUHART, MILTON SCHUHART, JEANETTE HETTCHEN, RAYMOND HETTCHEN, FRANKLIN WALKER; all unknown members and heirs of deceased unknown members of the A. T. and L. PLEASURE CLUB, an unincorporated assoolation; and any unknown claimants who may have any interest or claim in said property, of the object and substance of this bill, warning them to be and appear in this Honorable Court either in person or by solicitor on or before the 2nd day of April, 1945, to show cause, if any they have, why a decree should not be passed as prayed herein.

John H. Hopkins, 3rd, Clerk.

True Copy Test:
John H. Hopkins, 3rd, Clerk

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LIBER 113 [illegible]56

Albert J. Goodman, Solicitor
Annapolis, Maryland

LIBER 113 PAGE 566

No. 8825 EQUITY

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

A. T. and L. Pleasure Club, and unincorporated association, et al.,
PLAINTIFF

VS.

Harry Schuhart, single; Milton Schuhart, single; Jeanette Hettchen & Raymond Hettchen, her husband; Franklin Walker, single; all unknown members DEFENDANT & heirs of deceased unknown members of the A.T.&L. Pleasure Club, an unincorporated assn.; & any unknown claimants who may have any interest or claim in said property, et al.

Certificate Of Publication

OF

ORDER OF PUBLICATION

IN

THE SOUTHERN MARYLAND TIMES

Filed March 14, 1945

1A

LIBER 113 PAGE 567

A. T. & L. PLEASURE CLUB, etc., et al.

vs.

JOHN WITTIG, et al.

In the Circuit Court
for
Anne Arundel County
In Equity

No. 5825 EQUITY ~~Divorce~~

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff s, by ALBERT J. GOODMAN, Solicitor, respectfully show~~s~~:

1. That the defendant s, EDWARD SCHUHART and ELIZABETH SCHUHART, having been duly summoned (~~notified by Order of Publication~~) to appear to the Bill of Complaint (~~Petition~~), has failed to appear thereto or to answer, plead or demur, according to the exigency of the Writ (~~said Order~~).

2. That the cause may now be proceeded with ex parte as against the defendants so in default.

Wherefore, your Petitioners pray (s) that the Bill of Complaint (~~Petition~~) be taken pro confesso against the defendant s , EDWARD SCHUHART and ELIZABETH SCHUHART.

And as in duty bound, etc.

Albert J. Goodman
Solicitor for Petitioner s

The defendants, EDWARD SCHUHART and ELIZABETH SCHUHART, having been duly summoned (~~notified by Order of Publication~~) to appear to the Bill of Complaint (~~Petition~~), and having failed to appear thereto, according to the command of the said Writ (~~said Order~~).

It is thereupon this 22nd day of February, 1945, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED that said Bill of Complaint (~~Petition~~) be and the same is hereby taken pro confesso as against said defendants (~~non-resident defendant~~), EDWARD SCHUHART and ELIZABETH SCHUHART.

And it is further ORDERED that leave is hereby granted to the plaintiff to take testimony before any one of the Examiners of this Court in support of the allegations of the said Bill (~~Petition~~).

Ian Clark
Judge

LIBER 113 PAGE 568

No. 5825 EQUITY

A. T. & L. PLEASURE CLUB, etc., et al.

vs.

JOHN WITTIG, et al.

Petition for

Decree Pro Confesso

Mr. Clerk:

Please file, etc.

Albert J. Gonhan

Solicitor for Complainants

FILED Feb. 21 1945.

23 July 1945 order of Court fd.

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A. T. AND L. PLEASURE CLUB, etc., et al.	:	NO. 8825 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
JOHN WITTIG, et al.		

:::::

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE complainants, by ALBERT J. GOODMAN, their solicitor, respectfully show:

FIRST: That the respondents, JEANETTE HETTCHEN; RAYMOND HETTCHEN; ALL UNKNOWN MEMBERS AND HEIRS OF DECEASED UNKNOWN MEMBERS OF THE A. T. AND L. PLEASURE CLUB, an unincorporated association; and ANY UNKNOWN CLAIMANTS WHO MAY HAVE ANY INTEREST OR CLAIM IN SAID PROPERTY, having been duly notified by order of publication to appear to the bill of complaint, have failed to appear thereto or to answer, plead or demur, according to the exigency of said order.

SECOND: That the cause may now be proceeded with ex parte as against the respondents so in default.

WHEREFORE, your petitioners pray that the bill of complaint be taken pro confesso against the above-named respondents.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
Solicitor for Petitioners

ORDER OF COURT

THE respondents, JEANETTE HETTCHEN; RAYMOND HETTCHEN; ALL UNKNOWN MEMBERS AND HEIRS OF DECEASED UNKNOWN MEMBERS OF THE A..T. AND L. PLEASURE CLUB, an unincorporated association; and ANY UNKNOWN CLAIMANTS WHO MAY HAVE ANY INTEREST OR CLAIM IN SAID PROPERTY; having been duly notified by order of publication to appear to the bill of complaint, and having failed to appear

thereto according to the command of the said order.

IT is thereupon, this 6th day of April, 1945, by the Circuit Court for Anne Arundel County in equity, adjudged, ordered and decreed that said bill of complaint be and the same is hereby taken pro confesso as against said non-resident respondents.

AND it is further ordered that leave is hereby granted to the complainants to take testimony before any one of the examiners of this court in support of the allegations of the said bill.

Judge

NO. 8825 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. AND L. PLEASURE CLUB, etc., et al.

VS.

JOHN WITTIG, et al.

PETITION FOR DECREE PRO CONFESSO and ORDER

Mr. Clerk:

Please file, etc.

Solicitor for Petitioners

Filed April 5th, 1945.
order April 6, 1945 Fd.

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

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LIBER 113 PAGE 571

A. T. AND L. PLEASURE CLUB, etc., et al.	:	NO. 8825 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
JOHN WITTIG, et al.	:	ANNE ARUNDEL COUNTY

:::::

AFFIDAVIT OF MILITARY STATUS OF RESPONDENTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

THOMAS G. TAYLOR, being duly sworn, deposes and says:

THAT the respondents, HARRY SCHUHART, MILTON SCHUHART and FRANKLIN WALKER, are in the military service of the United States on foreign duty and that the above-entitled action is one to have a trustee appointed to execute a deed conveying certain real estate owned by an unincorporated association to its purchaser and to distribute the proceeds of said sale under the direction of this Court, all as will appear in the bill of complaint filed herein, to which reference is had for all pertinent purposes.

THAT none of the above respondents has any interest in or to said property or the purchase money, as set forth in said bill of complaint, nor can any interest or claim be established or sustained.

THIS affiant avers and charges, therefore, that the interest and right of these respondents will be fully protected if this Honorable Court passes an order appointing an attorney to represent such respondents.

Thomas G. Taylor
Affiant

Subscribed and sworn to before me this 7th day of April, 1945.

Steven J. Owens
Notary Public

LIBER 113 PAGE 572

NO. 8825 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. AND L. PLEASURE CLUB,
etc., et al.

VS.

JOHN WITTIG, et al.

AFFIDAVIT OF
MILITARY SERVICE OF RESPONDENTS

Mr. Clerk:

Please file, etc.

Albert J. Goodman
Solicitor for Complainants

Filed April 9th 1945.

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

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LIBER 113 PAGE 573

A. T. AND L. PLEASURE CLUB, etc., et al.	:	NO. 8825 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
JOHN WITTIG, et al.	:	ANNE ARUNDEL COUNTY

:::::

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE complainants herein, by ALBERT J. GOODMAN, their solicitor, respectfully petition this Honorable Court to appoint an attorney to represent and protect the interests of HARRY SCHUHART, MILTON SCHUHART and FRANKLIN WALKER, several of the respondents in the above-entitled action, who are in the military service of the United States.

THIS petition is based upon the affidavit of one of the complainants filed herein and the record of the proceedings.

Albert J. Goodman
Solicitor for Complainants

ORDER OF COURT

UPON the aforegoing petition, it appearing to the satisfaction of the Court from the affidavit of one of the complainants filed herein and the record of these proceedings that the respondents, HARRY SCHUHART, MILTON SCHUHART and FRANKLIN WALKER, are in the military service of the United States and that said respondents have been duly notified by order of publication to appear to the bill of complaint and have failed to appear thereto or to answer, plead or demur according to the exigency of said order, and it further appearing to this Court that this is a proper case for the appointment of counsel to represent the aforesaid respondents and protect their interests and application having been made therefor, this Court is petitioned to appoint counsel to represent the respondents and protect their interests in as full and ample a manner as said attorney can or may do.

IT is therefore, this 10th day of April, 1945, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that John S. Strahorn, an attorney at law and a member of the bar of this Court, be and is hereby appointed to represent said respondents and to protect their interests.

Chief Judge

C. J.

NO. 8825 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. AND L. PLEASURE CLUB, etc., et al.

VS.

JOHN WITTIG, et al.

PETITION TO APPOINT COUNSEL and ORDER

Mr. Clerk:

Please file, etc.

Albert J. Goodman

Solicitor for Complainants

Filed April 9" 1945.
Order April 10, 1945 fd.

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

A. T. & L. Pleasure Club, etc.,

Plaintiff,

vs

Harry Schuhart,
Milton Schuhart,
Franklin Walker, et al.

Defendants.

No. 8825 Equity,

In the

Circuit Court

for Anne Arundel Co.,

Answer of Harry Schuhart, Milton Schuhart and Franklin Walker, defendants.

To the Honorable, the Judge of the said Court.

Now comes John S. Strahorn, Solicitor in Chancery, appointed by the Court by its order dated April 10th, 1945, in the above entitled case, to represent the above named three (3) defendants, etc., and, on their behalf, and only on their behalf, says:-

That he neither admits nor denies the allegations set out in the bill of complaint against them, and others, filed herein on the 21st day of December, 1944, as amended by order of this Honorable Court by its order dated the 8th day of February, 1945.

And having answered the said bill of complaint on behalf of the said three defendants, in so far as he is advised it is necessary and proper for him so to answer, he prays, on their behalf to be hence dismissed with his reasonable costs in the premises.

John S. Strahorn,
Solicitor for
Harry Schuhart,
Milton Schuhart, and
Franklin Walker, defendants.

LIBER 113 PAGE 576 No. 8825 Equity

A. T. & L. Pleasure Club

V

John Willig et al

Answer of
Harry Dahnhart
Milton Dahnhart
Franklin Walker

Mr. Clerk
Please file
Jno. S. Graham
Solicitor

Filed May 15th. 1945.

1c

A. T. and L. Pleasure Club, etc., et al. No. 8825 Equity.

vs. Circuit Court for

John Witting, et al., Anne Arundel County.

Testimony on behalf of the Plaintiff.

PRESENT:-

Mr. Albert J. Goodman, Solicitor for Plaintiff.

Mr. John S. Steahorn, Solicitor for Defendants by Appointmentof Court.

Mr. Marvin I. Anderson, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Emmett L. Taylor,--------2 to 6

Emmett L. Taylor, a witness of lawful age, being first duly sworn, deposes and says:-

(Goodman)

1. State your name and residence?

A. Emmett L. Taylor, Green Haven, Anne Arundel County, Md.

2. How long have you resided at Green Haven?

A. Since last May, 1944.

3. Are you connected with the A.T. and L. Pleasure Club?

A. Yes, I am President of it.

4. How long have you been President of it?

A. In the last eight years.

5. Is this Club incorporated or not?

A. It is not.

6. How long have you been a member of it, the Club?

A. Since the organization of it August 16th, 1932.

7. Where was the Club organized?

A. At Green Haven in Anne Arundel County.

8. Who organized it?

A. A group of men, twenty-five of us.

9. Most all of them lived in Green Haven?

A. Some lived in town and had summer places at Green Haven.

10. Where was the principal office of the Club?

A. At Pasadena, Anne Arundel County, Md.

11. You say originally twenty-five members of the Club and they organized the Club?

A. Yes.

12. How many members did you have eventually all together?

A. About fifty.

13. How many members did you have at the time this suit was filed December 21st, 1944?

A. Eighteen members.

14. How many members have you in the Club today?

A. Eighteen.

15. Are these members in good standing and fully paid up?

A. Yes.

16. Are any of them under the age of twenty-one years?

A. No sir.

17. Will you name your members who were in good standing at the time this suit was filed, and who are still in good standing?

A. Harry Holland,
Joseph Blinker,
Thomas J. Taylor,
John O'Leary, Sr.,
Emmett L. Taylor,
William J. Taylor,
Louis A. Taylor,
Lawrence C. Taylor,
John W. Gabrielson,
Benjamin Stokes
James Maniezerik,
Charles Scharman
George Hofmeister, Jr.
Jesse Archer, Sr.,
Jesse Archer, Jr.
William S. Walker,
John E. Spindler, and
Robert Ritterbusch.

18. All of whose names you have just mentioned are named as Complainants in this suit?

A. Yes.

19. Prior to the time this suit was filed was John H. Wittig a member of this Club in good standing?

A. He was.

20. Was George Hoffmeister a member in good standing?

A. Yes.

21. Is John H. Witting now living?

A. No he is not.

22. When did he die?

A. On November 8th, 1935.

23. Is George Hoffmeister, Sr. now living?

A. No.

24. When did he die?

A. December 18th, 1943.

25. These two members, as I understand it, are the only two members ever connected with the Club who were in good standing and fully paid up at the time of their death? And who died while such?

A. Yes.

26. Were there any other members, who, as members, died while they were still in good standing with your Club?

A. No.

27. What heirs did John H. Witting leave surviving him?

A. John Wittig, a brother, and the following heirs of Annie Schuhart, a deceased sister: Henry Schuhart, her husband,

Edward Schuhart,
John Schuhart,
Harry Schuhart,
George Schuhart,
Jeanette Hettchen;
William Schuhart,
Milton Schuhart,
Edna Lovell
Carl Schuhart and
Marie Schuhart,

her children.

And the following heirs of Mary Walker, a deceased sister of John H. Witting:-

Henry L. Walker,
Franklin Walker,
Marie W.K.Foreman,
Elizabeth W. Fischer
James E. Walker,
William S. Walker,
Sophie Eibner,

her children.

28. Are these the only heirs of John H. Witting to your knowledge?

A. Yes, to my knowledge, and according to information I have received from his own family.

29. Did George Hoffmeister, Sr. leave any heirs?

A. Yes,- Ella V. Hoffmeister, his widow, and
George Hoffmeister, Jr., his son, and
Ella V. Thompson, a daughter.

30. Are these the only heirs he left at the time of his death?

A. According to my knowledge.

31. Some of these people have been named as Complainants in this suit and some as respondents?

A. That's right.

32. Does your Club own any real estate situate in Anne Arundel County?

A. Yes it does, and we have a Club house.

33. When did you acquire, and from whom did you acquite this property?

A. On September 18th, 1934 by deed from Steven J. Everd and Margaret Everd, his wife,recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 130 folio 176.

34. I hand you this original deed which was filed with your suit as Examiner's Exhibit A and ask you if this is the deed to which you have just referred?

A. Yes.

****Offered and filed as Exam. Exh. No. 1

35. Is your Club still in existence?

A. No.

36. When did it dissolve?

A. On March 25th, 1944.

37. How did your dissolution take place?

A. There has always been the thought of dissolving, and on March 25th, 1944, we had a special meeting to talk this matter over.

38. How many men were present at this meeting?

A. 14 to 15 out of a membership of 18, and after discussion, a motion was made from the floor by Benjamin Stokes and seconded by William S. Walker that the A.T. and L. Pleasure Club be finally dissolved as of that date, and that Motion was carried. ****Certified copy of Minutes filed as Exam. Ex.2

39. As a result of this motion to dissolve the Club what did your members decide to do with the real estate and personal property?

A. We had a number of chairs and tables, etc. and we had an offer from The Third District Democratic Club to buy everything we had for $3,000

40. What developed from this offer?

A. We decided to sell to The Third District Democratic Club, and a motion was made and carried to do so.

41. Was any one authorized to execute the Contract of Sale for your Club?

A. Yes, Emmett L. Taylor, President and Louis A. Taylor, Secretary, were authorized.

42. This Exhibit offered and filed as Exam. Exh. 2 is a certified copy of the Minutes of that meeting of March 25th, 1944.

A. Yes.

43. Is this the contract executed by the buyer and seller?

A. Yes.

*******Offered in evidence as Exam. Exh. No. 3

44. Subsequent to the execution of this contract of sale what did you discover about the title and adeed affecting this property?

A. We learned that the deed to us was made to the association or club in such a way that we could not sign a proper deed unless some legal steps were taken to have a Trustee appointed by the Court to execute a deed for the Club, that's the reason this suit was filed.

45. What is your understanding about the division of the assets of the sale?

A. We are advised that under the law that the money arising from a sale is to be divided among the members of the Association who were in good standing at the time of our dissolution on March 25th, 1944.

46. Are there any creditors unpaid, or are there any outstanding liens or other interests against the association or its property?

A. No there is not.

47. Is this property free and clear of all encumbrances?

A. Yes.

E.L.T. Emmett L. Taylor

There being no other witnesses to be examined on behalf of the Plaintiffs, and no further testimony desired on their behalf at this time, this testimony is now closed, and, at request of Plaintiff's Solicitor, is returned to the Court.

Witness my hand and seal this 14th day of June, 1945.

Marvin L. Anderson (Seal)
Examiner

No. 8825 Equity.

A.T.L. Pleasure Club, et al, etc.
vs.
John Wittig, et al.

Testimony and three exhibits on behalf of the Plaintiffs.

Mr. Clerk:- Please file.

M. L. Anderson
Examiner.

Filed June 14th 1945.

J.D.S.----$4.00 Pd. T.D.S.
E.A.----$4.00 Pd. mtd

13

I, Louis A. Taylor, do hereby certify that I am the secretary of the A. T. and L. Pleasure Club, an unincorporated association of the State of Maryland, and that I am the custodian of the records of said association.

That the following is a true copy of the minutes of a meeting held by the association at its clubhouse in Pasadena, Anne Arundel County, Maryland, on March 25, 1944:

> "A regular meeting of the A. T. and L. Pleasure Club was held at the clubhouse on March 25, 1944, at 2:15 p.m., with Emmett Taylor, President, presiding. There were fourteen members present, as follows: Jesse Archer, Jr., James Manielzerik, Benjamin Stokes, Harry Holland, Louis A. Taylor, William J. Taylor, Emmett L. Taylor, Thomas J. Taylor, Lawrence C. Taylor, William S. Walker, Joseph Blinkner, Charles Scharman, John O'Leary, Sr., George Hofmeister, Jr.
>
> "President Taylor explained the purpose of the meeting was to decide whether or not the organization should dissolve because the members were no longer interested in the club. After considerable discussion, a motion was made by Benjamin Stokes and seconded by William S. Walker that the A. T. and L. Pleasure Club be dissolved as of this date. Motion was carried.
>
> "The question of the disposition of the real estate and personal property of the club was then considered. President Taylor reported that the Third District Democratic Club had offered $3,000.00 for the real estate and its contents. Upon motion of Benjamin Stokes and seconded by William S. Walker, the club voted to accept the offer of the Third District Democratic Club; and the president and secretary were authorized to execute a contract of sale with the Third District Democratic Club for the purchase of the real estate and personal property of the club for $3,000.00.
>
> "There being no further business, the meeting was adjourned in due form.
>
> Louis A. Taylor, Secretary"

In witness whereof, I have hereunto set my hand and seal this 31st day of May, 1945.

Louis A. Taylor (SEAL)
Louis A. Taylor, Secretary

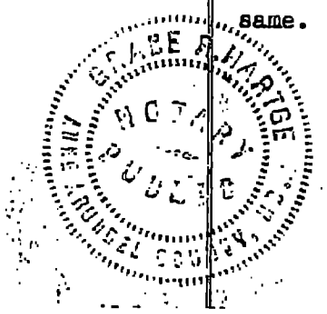
I, Emmett L. Taylor, president of the A. T. and L. Pleasure Club, an unincorporated association, do hereby certify that the foregoing is a correct copy of the minutes of the meeting held on March 25, 1944.

Emmett L. Taylor
Emmett L. Taylor, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of May, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared LOUIS A. TAYLOR, secretary of the A. T. and L. Pleasure Club, an unincorporated association of the State of Maryland, who made oath in due form of law that the attached copy of the minutes of the meeting held by the association on March 25, 1944, is a true copy of the same.

AS WITNESS my hand and Notarial seal.



GRACE R. HARTGE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Grace R. Hartge
Notary Public

NO. 8825 Equity
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. AND L. PLEASURE CLUB,
etc., et al.

VS.

JOHN WITTIG, et al.

CERTIFIED COPY OF MINUTES OF MEETING HELD MARCH 25, 1944

Exams. Exh. #2 JDS

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

A. T. AND L. PLEASURE CLUB, an unincorporated asscciation, et al.	:	NO. 8825 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
JOHN WITTIG, et al.	:	ANNE ARUNDEL COUNTY

:::::

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I, THOMAS G. TAYLOR, being duly sworn, do depose and say:

(1) That I am a resident of Anne Arundel County in the State of Maryland.

(2) That on behalf of the complainants in the above-entitled case, I made an investigation for the purpose of determining whether JOHN WITTIG and MARY WITTIG, his wife; HENRY SCHUHART; EDWARD SCHUHART and ELIZABETH SCHUHART, his wife; JOHN SCHUHART and MARY SCHUHART, his wife; GEORGE SCHUHART and MAE SCHUHART, his wife; JEANETTE HETTCHEN and RAYMOND HETTCHEN, her husband; WILLIAM SCHUHART; EDNA LOVELL; CARL SCHUHART; MARIE SCHUHART; ELLA V. HOFMEISTER; ELLA V. THOMPSON and IRVIN THOMPSON, her husband; some of the respondents in said case, are in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland; and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said respondents are not in the military service of the United States as defined in the above-named Acts or the amendments thereto; that they are not in the military service of any nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that they have not been discharged from any such military service within thirty days prior to the date of this affidavit; that they have not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and they they are not members of the

enlisted Reserve Corps who have been ordered to report for military service.

Thomas G. Taylor
Thomas G. Taylor, Affiant

Subscribed and sworn to before me, a Notary Public, this 26th day of June, 1945.

Steven J. Overd
Notary Public

NO. 8825 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. AND L. PLEASURE CLUB, etc., et al.

VS.

JOHN WITTIG, et al.

MILITARY AFFIDAVIT

Mr. Clerk:

Please file, etc.

Albert J. Goodman
Solicitor for Complainants

Filed June 26" 1945.

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

14

LIBER 113 PAGE 587

A. T. AND L. PLEASURE CLUB, etc., et al.	:	NO. 8825 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
JOHN WITTIG, et al.		

:::::

AFFIDAVIT OF NON-MILITARY STATUS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

THOMAS G. TAYLOR, being duly sworn, deposes and says:

THAT this affidavit is made with the intent and purpose to comply with the provisions of Section 200 (1) of the Soldiers' and Sailors' Civil Relief Act of 1940.

THAT the affiant is unable to file an affidavit with respect to the non-military status of the respondents, UNKNOWN MEMBERS AND HEIRS OF DECEASED UNKNOWN MEMBERS OF THE A. T. AND L. PLEASURE CLUB, an unincorporated association, and ANY UNKNOWN CLAIMANTS WHO MAY HAVE ANY INTEREST OR CLAIM IN SAID PROPERTY, for the reason that this affiant is not able to determine whether or not there are any aforesaid respondents and, if so, whether or not they are in the military service of the United States. That this affiant has made diligent search and inquiry to ascertain if there are any of the above-named class respondents and if they were in the military service, and he is unable to obtain this information. Affiant is, therefore, unable to file an affidavit that said respondents are not in the military service of the United States.

Thomas J. Taylor
Affiant

Subscribed and sworn to before me this 26th day of June, 1945.

Steven J. Ernest
Notary Public

NO. 8825 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. AND L. PLEASURE CLUB, etc., et al.

VS.

JOHN WITTIG, et al.

AFFIDAVIT OF NON-MILITARY STATUS

Mr. Clerk:

Please file, etc.

Albert J. Goodman
Solicitor for Complainants

Filed June 26" 1945

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

LIBER 113 PAGE 588

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

A. T. & L. PLEASURE CLUB, an Unincorporated Association, and others,

PLAINTIFFS,

vs.

JOHN WITTIG, and others,

DEFENDANTS.

NO. 8825 EQUITY

This case standing ready for hearing and being submitted, the proceedings were, by the Court, read and considered.

And it appearing that none of the defendants, including those who are in the Military Service of the United States, as well as those as to whom the plaintiffs are unable to state whether they are or are not in the Military Service of the United States, or any of its Allies, have any interest in the property mentioned in these proceedings, or in the proceeds of the sale thereof.

It is thereupon, this 29th day of October, 1945, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED, that the plaintiffs be, and they are hereby, granted leave to proceed in this cause, and that this decree be, and the same is hereby, entered, notwithstanding the fact that some of said defendants are or may be in such Military Service.

And it is further ADJUDGED, ORDERED and DECREED, that the property of the plaintiff, the A. T. & L. Pleasure Club be, and the same is hereby, declared to belong to the eighteen members thereof, who were in good standing at the time of its dissolution, to wit, March 25, 1944, namely: the plaintiffs Harry Holland, Joseph Blinkner, Thomas J. Taylor, John O'Leary, Sr., Emmett L. Taylor, William J. Taylor, Louis A. Taylor, Lawrence C. Taylor, John W. Gabrielson, Benjamin Stokes, James Manielzerik, Charles Scharman, George Hofmeister, Jr., Jesse Archer, Sr., Jesse Archer, Jr., William S. Walker, John E. Spindler, and Robert Ritterbusch, free and clear of the claims of any of the other parties to this suit, whether plaintiffs or defendants.

And it appearing that said Club has been duly dissolved, and is no longer functioning, so that its property is no longer needed for the purpose for which it was acquired, or for any other purpose of said Club, it is further ADJUDGED, ORDERED and DECREED, that the affairs of said Club be wound up under the jurisdiction and supervision of this Court; that Albert J. Goodman be, and he is hereby, appointed receiver for said Club's assets; and that before he proceeds to act as such, he shall file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court, or the Clerk thereof, in the penalty of $3,000.00, if a corporate surety be given, or in double that amount, if personal sureties be given, conditioned, no matter the amount, 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.

And it is further ADJUDGED, ORDERED and DECREED, that all the property of said Club be sold; that the sale of the property described in the deed from Steven J. Everd, and wife, to said Club, dated September 18, 1934, and recorded among the Land Records of said Anne Arundel County in Liber W. M. B. No. 130, folio 176, etc., and filed with the Bill of Complaint herein, marked "Complainants' Exhibit A", together with the furniture in the club-house thereon, to the Third District Democratic Club, Inc., a body corporate, at and for the price and sum of $3,000.00, and on the terms set out in the contract between said A. T. & L. Pleasure Club, and said Third District Democratic Club, Inc., dated April 29, 1944, and filed in these proceedings, be, and the same is hereby, adopted as the sale of this Court, and finally ratified and confirmed.

And it is further ADJUDGED, ORDERED and DECREED, that the said Albert J. Goodman, receiver as aforesaid, shall, on qualifying as aforesaid, and upon the payment to him of the whole purchase money

for said property as aforesaid, and not before, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the said Third District Democratic Club, Inc., the property and estate to it, sold free clear and discharged from all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or any of them; and the said receiver shall thereupon bring into this Court the proceeds of said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such commissions to the said receiver as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

JUDGE.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
IN EQUITY

A.T. & L. PLEASURE CLUB, an Unincorporated Association, and others,

PLAINTIFFS,

vs.

JOHN WITTIG, and others,
DEFENDANTS.

DECREE

29 January 1945

Filed Oct. 29, 1945.

16

KNOW ALL MEN BY THESE PRESENTS, That we, Albert J. Goodman of Anne Arundel County, State of Maryland, as principal, and AMERICAN SURETY COMPANY OF NEW YORK, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of THREE THOUSAND AND 00/100 DOLLARS ($3000.00) to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 6th day of November Nineteen Hundred and Forty Five.

Whereas, the above bounden Albert J. Goodman by virtue of an order of the Circuit Court for Anne Arundel County passed in Equity No. 8825 having been appointed Receiver to receive and receipt for funds derived from sale of all of the property of the A. T. & L. Pleasure Club, an Unincorporated Association and others and to distribute the proceeds to the parties entitled thereto under the order of the Court.

Now, Therefore, the condition of this obligation is such that if the above bounden Albert J. Goodman shall well and faithfully perform the trust reposed in him by said order or that may be reposed in him by any future orders in the premises, then this obligation to be void, otherwise to remain in full force and virtue.

Albert J. Goodman (SEAL)
Albert J. Goodman

Signed, sealed and delivered in the presence of:

Grace R. Hartge
Grace R. Hartge

AMERICAN SURETY COMPANY OF NEW YORK
BY: Thomas G. Basil
Thomas G. Basil
Attorney in Fact

NO. 8825 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

A. T. & L. Pleasure Club, et al.
vs.
John Wittig, et al.

RECEIVER'S BOND

ALBERT J. GOODMAN
RECEIVER

TO THE
STATE OF MARYLAND

Filed Nov. 7th 1945.

Bond

Approved this 7th day of Nov. 1945.
John H. Hopkins, 3rd. Clerk

LIBER 113 PAGE 592

In the Case of

A. T. & L. Pleasure Club, etc, et al

VS.

John Wittig, et al

In the

Circuit Court

For

Anne Arundel County

No. 8825 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.

November 29, 1945.

All of which is respectfully submitted.

Laura R. Jacklung

Auditor.

Dr. A. T. & L. Pleasure Club, etc, et al, vs. John Wittig, et al. in ac.

To Receiver for Fee as Solicitor and Receiver (Order of 11/20/45)			300	00
To Receiver for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	41	50		
Jos. C. Deegan - Sheriff's costs	14	25		
Auditor - stating this account	13	50		
			89	25
To Receiver for Expenses, viz:				
Southern Maryland Times - Order of publication	33	00		
Southern Maryland Times - Order nisi on this acct.	5	00		
Marvin I. Anderson - Examiner's fee	8	00		
Juliet D. Strahorn - Stenographer	4	00		
American Surety Co. of N.Y. - bond premium	15	00	Pd JSS. 2-26-4	
John S. Strahorn - fee for legal services	50	00		
Grace R. Hartge - notary fees	1	00		
			116	00
Balance for distribution - $2,494.75				
Distributed as follows in accordance with				
Decree of Court of October 29, 1945:				
To Harry Holland - one-eighteenth	138	59		
To Joseph Blinkner - "	138	59		
To Thomas J. Taylor - "	138	59		
To John O'Leary, Sr. - "	138	59		
To Emmett L. Taylor - "	138	59		
To William J. Taylor - "	138	60		
To Louis A. Taylor - "	138	60		
To Lawrence C. Taylor - "	138	60		
To Benjamin Stokes - "	138	60		
To James Manielzerik - "	138	60		
To George Hofmeister, Jr. "	138	60		
To Charles Scharman - "	138	60		
To Jesse Archer, Sr. - "	138	60		
To Jesse Archer, Jr. "	138	60		
To William S. Walker - "	138	60		
To John E. Spindler - "	138	60		
To John W. Gabrielson- "	138	60		
To Robert Ritterbusch- "	138	60	2,494	75
			3,000	00

with Albert J. Goodman, Receiver Cr.

1945			
Apr.	29	Proceeds of Sale	3,000 00
			3,000 00

LIBER 113 PAGE 595

12/3/45
Copy of the within Order Nisi Received.
Southern Maryland Times.
Per. W. H. Hopkins

No. 8825 EQUITY

19 No. Docket

IN THE

CIRCUIT COURT

FOR

Anne Arundel County

A. T. & L. Pleasure Club, etc, et al

VS.

John Wittig, et al

Auditor's Report and Account

Order nisi Dec. 3rd 1945

Final order 10 January 1946

Filed December 3rd 1945.

ORDER NISI

A. T. & L. Pleasure Club, etc, et al
VERSUS
John Wittig, et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 8825 Equity.

ORDERED, This 3rd day of December, 1945, 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 January 1946 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 January 1946 next.

John W. Hopkins, 3rd Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of January, 1946, 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.

Lan Clark

Mr. Albert J. Goodman
Solicitor
Annapolis, Maryland

ORDER NISI

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 8825 EQUITY

A. T. & L. Pleasure Club, etc., et al, versus John Wittig, et al.

Ordered, this 3rd day of December, 1945, That the Report and Account of the Auditor, filed this day in the above entitled cauee BE RATIFIED AND CONFIRMED, unless cauee to the contrary be shown on or before the 5th day of January, 1946 next; Provided, a copy of this Order be ineerted in some newepaper publiehed in Anne Arundel County, once in each of three succeesive weeks before the 5th day of January 1946 next.

JOHN H. HOPKINS, 3rd, Clerk

True Copy:
TEST
JOHN H. HOPKINS, 3rd, Clerk.

12/21

OFFICE OF

THE SOUTHERN MARYLAND TIMES

Annapolis, Maryland

THIS IS TO CERTIFY

That the annexed advertisement of

Order Nisi

was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the

5th day of January 1946,

that is to say, the same was inserted in the issues of Dec 7, 14, 21, 1945.

THE

THE SOUTHERN MARYLAND TIMES

Alverda O. Lauer

Sec.-Treas. ~~Business Manager~~

Albert J. Goodman, Solicitor
Annapolis, Md.

LIBER 113 PAGE 597

No. 8825 EQUITY

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

A. T. & L. PLEASURE CLUB, ETC., ET AL.,
PLAINTIFF

VS.

JOHN WITTIG, ET AL.

DEFENDANT

Certificate Of Publication

OF

ORDER NISI

IN

THE SOUTHERN MARYLAND TIMES

Filed January 9th 1946

80402
PV:MB

LIBER 113 PAGE 598

A. T & L PLEASURE CLUB, an unincorporated Association and others, Plaintiffs

vs

John Wittig, and others.

Defendants.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 8825 EQUITY.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of The Green Haven Third District Democratic Club, Incorporated, a body corporate, duly incorporated under the Laws of the State of Maryland, respectfully represents unto your honors:

1. That on April 29, 1944 the said Petitioner entered into a Contract of Sale with the A. T. & L. Pleasure Club for the purchase of the lots of ground situate in the Third Election District of Anne Arundel County, Maryland, known as Lots 28, 29, 30 and 31, in Section C, as outlined on the Plat of Hahn's (now Everd's) Subdivision of Green Haven, recorded among the Land Records of Anne Arundel County in Plat Book W.N.H. No. 3, folio 54, which Contract of Sale is filed as an exhibit in these proceedings.

2. That through inadvertenance your Petitioner's name was stated in said Contract of Sale as The Third District Democratic Club, Incorporated instead of The Green Haven Third District Democratic Club, Incorporated, and consequently, the report of sale to this Honorable Court was made in the name of The Third District Democratic Club, Incorporated, instead of The Green Haven Third District Democratic Club, Incorporated, wherefore your Petitioner respectfully prays this Honorable Court to pass an order permitting an amendment to the report of sale and contract of sale above referred to, filed as an exhibit therewith, by inserting the words Green Haven before Third District and for such other and further relief as this case may require.

AS IN DUTY BOUND, etc.

THE GREEN HAVEN THIRD DISTRICT DEMOCRATIC CLUB, INCORPORATED

BY: Louis Hauro
President, Petitioner

Joseph Bernstein
Solicitor for Petitioner

I hereby assent to the passage of the aforegoing order.

Albert J. Graham
Trustee.

STATE OF MARYLAND, City of Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 30th day of January in the year one thousand nine hundred and forty-six, before me, the subscriber,

a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Louis Mauro the President of THE GREEN HAVEN THIRD DISTRICT DEMOCRATIC CLUB, INCORPORATED, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein set forth to the best of his knowledge, information and belief.

AS WITNESS: my hand and notarial seal.

Marie D. Wheeler
Notary Public

ORDER OF COURT

Upon the aforegoing Petition and Affidavit it is this 31st day of January, 1946, adjudged, ordered and decreed by the Circuit Court for Anne Arundel County that the Contract of Sale heretofore filed in these proceedings be amended by inserting Green Haven before the words Third District in the corporate name of the Vendee and be it further ordered that the report of sale be amended by inserting the words Green Haven before Third District so that the sale shall be ratified in the name of the purchaser, The Green Haven Third District Democratic Club, Incorporated.

Jno. Clark

LIBER 113 PAGE 600

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY NO. 8825

A. T. & L. PLEASURE CLUB, et al,

vs.

JOHN WITTIG, ET AL

PETITION AND ORDER

Mr. Clerk:-

Please file, etc.

Joseph Bernstein

Solicitor for Petitioner.

Filed Jany. 31" 1946

31 January 1946 Ordered

Plaintiff

MARYLAND TITLE GUARANTEE COMPANY
215 EAST FAYETTE STREET
BALTIMORE, MD.

NO. 3021 3M 1-43 F. CO.

App. No. 80402

Written by PV:MB

Approved by _____ Examiner

Ready for Record _____