Frankie Wils. & Sons, Inc. 25 Baltimore-Annapolis Blvd.,N.W., Glen Burnie, Maryland. COMPLAINANT VS John H. Jacob, Address Unknown, His heirs and next-of-kin and all persons claiming to have any interest in Lot 37, Block 16, Woodlawn Heights, as shown on Plat GW 60, Folio 79. RESPONDENTS	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND EQUITY NO. 12694

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. That by deed, dated October 29, 1946, and recorded among the Land Records of Anne Arundel County in Liber JHH 386, folio 286, the County Commissioners of Anne Arundel County, et als., conveyed to Frankie Wilson, among other lots, Lot No. 37, Block 16 Woodlawn Heights, as shown on plat filed in Liber GW 60, folio 79, and that Frankie Wilson by deed, dated January 4, 1949, conveyed this lot, among others, to Frankie Wilson & Sons, Inc., which deed is recorded among the aforesaid Land Records in Liber JHH 507, folio 186 . That photostatic copy of pages 287 and 289, Liber JHH 386, are filed herewith as Complainant's Exhibit No. 1, and prayed to be taken as a part hereof.

2. That lot 37, Block 16 Woodlawn Heights was acquired by the County Commissioners of Anne Arundel County at tax sale No. 4143, $23.75, but in deed above recited, it is erroneously given as No. 1147, "In the Matter of the Tax Sale of the Land of John H. Jones,"

3. That lot 37, Block 16 Woodlawn Heights was set up on the Assessment Rolls of Anne Arundel County for year 1935 as assessed to John H. Jones, as well as Rolls of 1928 and 1918.

4. That Tax Sale No. 4143 by the Treasurer of Anne Arundel County, sold lot 37, block 16 Woodlawn Heights, in the name of John H. Jones, 1103 West Lexington Street, although the Land Records do not disclose any conveyance of Lot 37, Block 16 Woodlawn Heights, per plat recorded GW 60, folio 79 to John H. Jones, although the said Records do disclose that Lot 37, Block 16 Woodlawn Heights, as shown on said plat, was conveyed by the

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Arundel Realty Company on October 28, 19C to one John H. Jacob, which deed is recorded among aforesaid Land Records in Liber WNW 36, folio 181, and no tax sale is listed under the name of John H. Jacobs.

5. That on May 3, 1958, Joseph H. Griscom, Sr., Treasurer of Anne Arundel County issued Tax Sale Certificate No. 1189 to the County Commissioners of Anne Arundel County, in accordance with Article 81, Sections 83 and 88 of the Annotated Code of Maryland, 1951 edition, That this tax sale certificate has been assigned by the County Commissioners of Anne Arundel County unto Frankie Wilson & Sons, Inc., Complainant herein, which certificate is attached hereto, marked "Complainant's Exhibit No. 2" and prayed to be taken as a part hereof.

6. To redeem the lot, it is necessary that the defendant pay the sum of $23.75, together with interest from date of sale, all taxes, penalties, etc. accruing subsequent to date of sale, and reimburse the Complainant for amounts due under section 109, Article 81 of the Annotated Code of Maryland, 1951 edition.

7. That said property has not been redeemed by any party of interest, although more than one year and a day from the date of sale has expired.

8. That the Complainant prays for process directed to the above named respondent, John H. Jacob, address unknown, his heirs and next of kin, and all other persons claiming by, through or under him, to have any interest in Lot 37, Block 16 Woodlawn Heights, as shown on Plat recorded in Liber GW 60, folio 79.

9. The Complainant prays for order of publication directed to all parties interested.

10. The Complainant prays the Court to pass a final decree foreclosing all rights of redemption of the Respondent, his heirs and assigns in and to the aforesaid property.

AND as in duty bound, etc.

Frankie Wilson

Frankie Wilson, Solicitor for Complainant

25 Balto.-Annapolis Blvd., NW,
Glen Burnie, Maryland.

FRANKIE WILSON & SONS, INC.

BY Walton D. Wilson
Walton D. Wilson, Vice-President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 20th 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 Anne Arundel County aforesaid, personally appeared Walton D. Wilson, Vice-President of Frankie Wilson & Sons, Inc., a body corporate in the State of Maryland, and made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Vivian D. Schaumloeffel

Vivian D. Schaumloeffel - Notary Public

3

Frankie Wil[illegible] & Sons, Inc. 25 Baltimore-Annapolis Blvd.,N.W., Glen Burnie, Maryland. COMPLAINANT	:	IN THE
	:	CIRCUIT COURT
VS	:	FOR
John H. Jacob, Address Unknown, His heirs and next-of-kin and All persons claiming to have any interest in Lot 37, Block 16, WOODLAWN HEIGHTS, as shown on Plat GW 60, Folio 79. RESPONDENTS	:	ANNE ARUNDEL COUNTY, MARYLAND EQUITY NO. 12,694

COMPLAINANT'S EXHIBIT NO. 1

MR. CLERK:

Please file.

Frankie Wilson

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

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J. H.H. #200. 287

No. 4149, "In the Matter of Tax Sale of the Land of Emil and Barbara Kral"
No. 3754, "In the Matter of Tax Sale of the Land of Frank Safranek and Hattie Safranek, his wife, and Bessie Prochazka"
No. 4113, "In the Matter of Tax Sale of the Land of James H. Gunther"
No. 4182, "In the Matter of Tax Sale of the Land of John J. Pratt"
No. 3412, "In the Matter of Tax Sale of the Land of Margaret B. C. Weidermann"
No. 4223, "In the Matter of Tax Sale of the Land of Matilda B. Ulrich"
No. 4236, "In the Matter of Tax Sale of the Land of George Zerowski"
No. 3718, "In the Matter of Tax Sale of the Land of Anna A. Ament"
No. 3755, "In the Matter of Tax Sale of the Land of Rudolph and Catherine E. Schmidt"
No. 4081, "In the Matter of Tax Sale of the Land of George W. Dupes"
No. 4122, "In the Matter of Tax Sale of the Land of Frederick W. Haxell"
No. 4173, "In the Matter of Tax Sale of the Land of Harry W. Osborn"
No. 4172, "In the Matter of Tax Sale of the Land of Clara J. Osborn"
No. 1147, "In the matter of Tax Sale of the Land of John H. Jones."
No. 4191, "In the Matter of Tax Sale of the Land of E. G. Robinson"
No. 3355, "In the Matter of Tax Sale of the Land of William N. R. Crow"
No. 4096, "In the Matter of Tax Sale of the Land of Samuel S. Foxwell"
No. 3343, "In the Matter of Tax Sale of the Land of Mrs. Claudea Banner"
No. 3342, "In the Matter of Tax Sale of the Land of Maurice L. Banner"
No. 4187, "In the Matter of Tax Sale of the Land of Louis W. and Frances W. Hicker"
No. 4089, "In the Matter of Tax Sale of the Land of George and Jennie May Ficke"
No. 4047, "In the Matter of Tax Sale of the Land of Jacob A. ~~Lauer~~ Bauer"
No. 5015, "In the Matter of Tax Sale of the Land of R. Milton Herget"
No. 3408, "In the Matter of Tax Sale of the Land of Louis C. Fiedmann"
No. 3410, "In the Matter of Tax Sale of the Land of John F. H. and Caroline Fiedman"
No. 5762, "In the Matter of Tax Sale of the Land of Ellen Batty Mays"
No. 3373, "In the Matter of Tax Sale of the Land of Sylvan H. Hecht"

NOW, THEREFORE, This Deed Witnesseth, That for and in consideration of the sum of five dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the said parties of the first and second parts do hereby grant and convey unto the said Frankie Wilson, her heirs and assigns, in fee simple, all those lots, pieces or parcels of land situate and lying in the Fifth District of Anne Arundel County, and designated as follows:

Lots 34 and 36, Block 8 Woodlawn Heights. See deed from Arundel Realty Company to Frank Packolik and Katie Packolik, his wife, recorded among Land Records of Anne Arundel County in Liber G. W. No. 73, folio 34.

Lots 39 and 41, Block 8 Woodlawn Heights. See deed from Arundel Realty Company to J. F. Houchens, Jr., recorded in aforesaid Land Records in Liber G. W. No. 73, folio 4.

Lots 13 and 15, Block 22 Woodlawn Heights. See deed, dated April 22, 1911, from Arundel Realty Company to James H. Herr and Florence H. Herr, his wife, recorded among aforesaid Land Records in Liber G. W. No. 73, folio 50.

Lots Nos. 41 and 43, Block 6 Woodlawn Heights. See deed dated April 28, 1909, from

J. H.H. #500.

Lots Nos. 51, 53 and 55, Block 8 Woodlawn Heights. See deed from James F. Klecka to Frank Safranek and Hattie Safranek, his wife, and Bessie Prochazka, recorded among aforesaid Land Records in Liber G. W. No. 126, folio 367.

Lots Nos. 25, 27, 29 and 31, Block 15 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G. W. No. 61, folio 101, to H. F. Gunther.

Lots 14 and 16, Block 15 Woodlawn Heights. See deed dated July 9, 1925, recorded among aforesaid Land Records in Liber G. W. No. 1, folio 108 to John J. Pratt.

Lot No. 21, Block 15 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber F.S.K. No. 89, folio 256 from Elizabeth Richter and husband to Matilda B. Ulrich.

Lot No. 35, Block 15 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G. W. No. 66, folio 304, to Walter L. Weidermann.

Lots Nos. 32, 34, 36, 38 and 40, Block 15 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G. W. No. 66, folio 362 to George Zerowski.

Lots Nos. 37 and 39, Block 15 Woodlawn Heights. See deed from John J. Dorsey and wife to Anna K. Ament, recorded among aforesaid Land Records in Liber G. W. No. 109, folio 120.

Lots 42 and 48, Block 15 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G. W. No. 90, folio 311 to Rudolph and Catherine E. Schmidt.

Lots 2 and 4 Block 15 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G. W. No. 67, folio 159 from George S. Way, et al. to George W. Dupes.

Lots Nos. 53 and 55 Block 15 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber W.N. W. No. 38, folio 145, to Frederick W. Haxel.

Lots Nos. 38 and 40 Block 16 Woodlawn Heights. See deed from Arthur B. Connelly to Harry W. Osborn, recorded among aforesaid Land Records in Liber G. W. No. 70, folio 261.

Lots Nos. 42 and 44, Block 16 Woodlawn Heights. See deed from Arthur B. Connelly to Clara J. Osborn, recorded among aforesaid Land Records in Liber G. W. No. 70, folio 262.

Lot No. 37, Block 16 Woodlawn Heights, assessed in name of John H. Jones.

Lots Nos. 21, 23, 25, 27 and 29, Block 16 Woodlawn Heights, assessed in name of U. G. Robinson. See deed, recorded G. W. No. 70, folio 337. See Will Recorded Register of Wills Anne Arundel County of Tillie Tichenor.

Lots 5 and 7 Block 22 Woodlawn Heights. See deed, dated January 11, 1917, from William H. Crow to William N. H. Crow and Margaret Agnes Crow, his wife, recorded among aforesaid Land Records in Liber G. W. No. 73, folio 29.

Lots Nos. 49, 51, 53 and 55 Block 16 Woodlawn Heights. See deeds recorded among aforesaid Land Records in Libers G. W. No. 64, folio 157 and G. W. No. 66, folio 283.

Lots 2, 4, 6, 8 and 10, Block 17 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G. W. No. 70, folio 12. Also G.W. 68, Folio 280.

Lots 17 and 19, Block 16 Woodlawn Heights. See deed recorded among aforesaid Land Records in Liber G. W. No. 64, folio 496.

Lots 39 and 41, Block 17 Woodlawn Heights. See deed from Annie M. Schul and husband to Louis W. and Frances M. Ricker, recorded among aforesaid Land Records in Liber F.S.K. No. 90 folio 253.

Lots 51, 53, 55 Block 17 Woodlawn Heights. See deed from William B. Wilson et al. to George Ficke and Jennie May Ficke, his wife, recorded among aforesaid Land Records in Liber W. M. B. No. 16, folio 237.

Frankie Wilson & Sons, Inc. 25 Baltimore- napolis Blvd.,N.W., Glen Burnie, Maryland. COMPLAINANT VS John H. Jacob, Address Unknown, His heirs and next-of-kin and All persons claiming to have any interest in Lot 37, Block 16, WOODLAWN HEIGHTS, as shown on Plat GW 60, Folio 79. RESPONDENTS	:	LIBER 114 PAGE 7 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND EQUITY NO. 12,694

COMPLAINANT'S EXHIBIT NO. 2

MR. CLERK:

Please file.

Frankie Wilson

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

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1958 JUN -3 AM 11:25

COMPLAINANT'S EXHIBIT NO. 2

LIBER 114 PAGE 8

1189

no 12,694 Equity

CERTIFICATE OF TAX SALE

I, Joseph H. Grisom Sr. successor to C Albert Hodges Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1935 I sold to A. A. Co Commissioners public auction for the sum of 23.75 Dollars and ..... Cents, of which 23.75/xx Dollars has been paid as a deposit on the property in District 5 described as Lot #37 Blk 16 as shown on the plat of Woodlawn Heights

and assessed to John H. Jones.

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 15th 1936, 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 3rd day of May 1958

Joseph H. Grisom Sr.
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 3rd day of May, 1958, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Grisom Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Lillian C. Carter
Notary Public.

My Commission Expires May 4, 1959

Annapolis, Md., May 9, 1958

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County hereby assign this tax sale certificate unto Frankie Wilson & Sons, Inc.

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Witness: Lucy F. Loskocky

County Commissioners of Anne Arundel Co
Ralph L. Rowman

Frankie Wils & Sons, Inc. 25 Baltimore-Annapolis Blvd.,N.W., Glen Burnie, Maryland. COMPLAINANT VS John H. Jacob, Address Unknown, His heirs and next-of-kin and All persons claiming to have any interest in Lot 37, Block 16, WOODLAWN HEIGHTS, as shown on Plat filed in Liber GW 60, Folio 79. RESPONDENTS	LIBER 114 PAGE 9 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND EQUITY NO. 12,694

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights and redemption in Lot 37, Block 16 Woodlawn Heights, as shown on Plat GW 60, Folio 79, sold by The Collector of Taxes for Anne Arundel County and State of Maryland.

ALL that lot situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland, as shown on Plat GW 60, Folio 79, duly recorded in the Office of the Clerk of the Circuit Court; ~~now Plat Book~~ ~~Folio~~

BEING the same property which was conveyed to John H. Jacob by the Arundel Realty Company of Anne Arundel County by deed dated October 28, 1909 and recorded in Liber WNW 36, Folio 181.

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

IT IS THEREUPON this 3rd day of June 1958, by the Circuit Court for Anne Arundel County, in Equity, ordered that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 4th day of August 1958 and redeem the property and answer the Bill or thereafter a final decree will be rendered, foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

George T. Cromwell
Clerk

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LIBER 114 PAGE 10 OFFIC_ 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

Order of Publication

Eq. 12,694. Property.

John H. Jacob.

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 5th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUL -9 PM 3:23 By H. Tilghman

IN THE CIRCUIT COURT FOR ANNE ARUND. COUNTY, MARYLAND EQUITY NO. 12,694

FRANKIE WILSON & SONS, INC.
25 Balto-Annapolis Blvd., N.W.
Glen Burnie, Maryland
Complainant

versus

JOHN H. JACOB,
Address Unknown,
His heirs and next-of-kin
and
All persons claiming to have any interest in Lot 37, Block 16, WOODLAWN HEIGHTS, as shown on Plat filed in Liber GW 60, Folio 79.
Respondents

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights and redemption in Lot 37, Block 16 Woodlawn Heights, as shown on Plat GW 60, Folio 79, sold by The Collector of Taxes for Anne Arundel County and State of Maryland.

ALL that lot situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland, as shown on Plat GW 60, Folio 79, duly recorded in the Office of the Clerk of the Circuit Court:

BEING the same property which was conveyed to John H. Jacob by the Arundel Realty Company of Anne Arundel County by deed dated October 28, 1909 and recorded in Liber WNW 36, Folio 181.

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

IT IS THEREUPON this 3rd day of June, 1958, by the Circuit Court for Anne Arundel County, in Equity, ordered that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 4th day of August, 1958 and redeem the property and answer the Bill or thereafter a final decree will be rendered, foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
Ju-26

LIBER 114 PAGE 11

Frankie Wilson & Sons, Inc. 25 Baltimore-Annapolis Blvd.,N.W. Glen Burnie, Maryland. COMPLAINANT VS John H. Jacob, Address Unknown, His heirs and next-of-kin and All persons claiming to have any interest in Lot 37, Block 16, WOODLAWN HEIGHTS, as shown on Plat filed in Liber GW 60, Folio 79 RESPONDENTS	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND EQUITY NO. 12,694

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frankie Wilson & Sons, Inc., by Frankie Wilson, its Attorney, respectfully shows:

1. That two non-ests have been returned against the Defendant, John H. Jacob.

2. That the said John H. Jacob, Defendant, having neither appeared nor answered as required by the Order of Publication, although the time for so doing has expired, as will be seen by reference to the certificate of publication hereto attached,

WHEREFORE your Petitioner prays that the Bill of Complaint be entered Pro Confesso against said Defendant, John H. Jacob.

Frankie Wilson

Frankie Wilson, Attorney for Complainant
25 Baltimore-Annapolis Boulevard, N.W.
Glen Burnie, Maryland.

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Frankie Wilson & Sons, Inc. 25 Baltimore-Annapolis Blvd., N.W. Glen Burnie, Maryland. COMPLAINANT VS John H. Jacob, Address Unknown, His heirs and next-of-kin and All persons claiming to have any interest in Lot 37, Block 16, WOODLAWN HEIGHTS, as shown on Plat filed in Liber GW 60, Folio 79. RESPONDENTS	LIBER 114 PAGE 12 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND EQUITY NO. 12,694

DECREE PRO CONFESSO

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

IT IS, THEREFORE, This 11th day of October, 1958, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the said Bill of Complaint be, and the same is hereby taken pro confesso against said defendant.

Benjamin Henderson
Judge

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Frankie Wi. on & Sons, Inc.
25 Baltimore-Annapolis Blvd.,N.W.
Glen Burnie, Maryland.
COMPLAINANT

VS

John H. Jacob,
Address Unknown,
His heirs and next-of-kin and
All persons claiming to have
any interest in Lot 37, Block 16,
WOODLAWN HEIGHTS, as shown on
Plat filed in Liber GW 60, Folio 79.
RESPONDENTS

IN THE
CIRCUIT COURT
FOR ANNE ARUNDEL
COUNTY, MARYLAND
EQUITY NO. 12,694

DECREE

This cause standing ready for hearing and submitted, the proceedings were read and considered, and it appearing that the same have been conducted in compliance with the provisions of Article 81, Sections 69 to 121 of the Annotated Code of Maryland, 1951 Edition.

IT IS THEREUPON THIS 17th day of ~~September~~ November, 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the defendant, John H. Jacob, his heirs and next-of-kin, be barred and foreclosed.

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

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

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

Matthew S. Evans
Judge

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LIBER 114 PAGE 14

WILLIAM F. PODLICH, Attorney Named In Mortgage	NO.	12,771 EQUITY
vs.	IN THE CIRCUIT COURT	
THOMAS L. NICHOLAS and FRANCES C. NICHOLAS, his wife	FOR ANNE ARUNDEL COUNTY	
	DOCKET	FOLIO

****

MR. GEORGE T. CROMWELL, CLERK:

Please docket the above entitled case and file the accompanying original Mortgage upon the property described therein and situated in Anne Arundel County, State of Maryland, from THOMAS L. NICHOLAS and FRANCES C. NICHOLAS, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, for the sum of Nine Thousand Two Hundred and 00/100 ($9,200.00) Dollars, dated September 27, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 968 Folio 415 and marked "ATTORNEY'S EXHIBIT NO. 1," together with the accompanying Affidavit regarding the Military Status of said Defendants and marked "ATTORNEY'S EXHIBIT NO. 2."

William F. Podlich

(William F. Podlich),
Attorney Named In Mortgage

July 16th, 1958

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Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

"ATTORNEY'S EXHIBIT NO. 1"

No. 12,771 Equity

This Mortgage, made this 27th day of September, in the year one thousand nine hundred and fifty-five, between THOMAS L. NICHOLAS and FRANCES C. NICHOLAS, his wife, - - - - - - - - - - - - of - - - - - - - - - - - - - - - - Anne Arundel County, in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said THOMAS L. NICHOLAS and FRANCES C. NICHOLAS, his wife, - - - - - - - - - - - - - - - - - - the sum of NINE THOUSAND TWO HUNDRED and no/100 ($9,200.00)- - - - - - - - - - - dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of five and one-half ($5\frac{1}{2}$%) per cent per annum, in the manner following:

By the payment of FIFTY-SIX and 50/100 ($56.50)- - - - - - - - - - - - - - - - dollars on or before the twentieth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

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

SECOND: Towards the payment of the aforesaid principal sum.

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

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

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

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

ALL that lot of ground and premises known and designated as Lot Numbered Ten (10), fronting on the west side of Nottingham Drive, as shown on the Plat of Section One (1) of Lehigh, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book JHH No. 25, Folio 48.

BEING THE SAME lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from The Dixie Corporation unto the Mortgagors herein.

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Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining. **TO HAVE AND TO HOLD** the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, ~~in fee simple forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Eight ($108.00) Dollars, payable in even and equal half-yearly installments on the 7th days of March and September in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIBER 114 PAGE 18

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Thelma B. Breeden

THELMA B. BREEDEN

Thomas L. Nicholas (SEAL)
Thomas L. Nicholas

Frances C. Nicholas (SEAL)
Frances C. Nicholas

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: LIBER 968 PAGE 419

I HEREBY CERTIFY, that on this 27th day of September in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared THOMAS L. NICHOLAS and FRANCES C. NICHOLAS, his wife, - - -

LIBER 114 PAGE 19

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942

"ATTORNEY'S EXHIBIT NO. 2"

WILLIAM F. PODLICH, Attorney Named In Mortgage	NO. 12,771	EQUITY
vs.	IN THE CIRCUIT COURT FOR	
THOMAS L. NICHOLAS and FRANCES C. NICHOLAS, his wife	ANNE ARUNDEL COUNTY	
	DOCKET	FOLIO

****

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared VIOLA G. SHULTS, Vice President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated under the Laws of the United States of America, which Corporation is the owner and holder of the Mortgage filed in the above proceeding, and she made oath in due form of law that she knows the Defendants herein, and that to the best of her knowledge, information and belief:-

1 - Said Defendants are not in the Military Service of the United States.

2 - Said Defendants are not in the Military Service of any motion 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.

Viola G. Shults

(Viola G. Shults) Affiant

Aurora Federal Savings and Loan Association INCORPORATED 1895

Subscribed and sworn to before me this 16th day of July, 1958.

Elsie Curtis
Notary Public

ELSIE CURTIS

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD. 1958

FILED
JUL 17 PM 3:42

6

WILLIAM F. PODLICH, Attorney Named In Mortgage	:	NO. 12771 - EQUITY IN THE
vs.	:	CIRCUIT COURT OF
THOMAS L. NICHOLAS and FRANCES C. NICHOLAS, his wife	:	ANNE ARUNDEL COUNTY Docket 17 - Folio 377

****

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage filed in these proceedings, from the aforesaid THOMAS L. NICHOLAS and FRANCES C. NICHOLAS, his wife, to the said body corporate, dated September 27, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 968 Folio 415.

Original Loan	$9,200.00
Amount Repaid	441.39
Loan Balance	$8,758.61
Interest to 8/18/58	219.30
Deficit Expense Account	42.37
	$9,020.28

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By D. Dwight F. Brunk
(Dwight F. Brunk) Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 14th day of August, 1958, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, Vice President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the Plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the Mortgage filed in said cause now remaining due and unpaid.

WITNESS MY hand and Notarial Seal.

Elsie Curtis
Notary Public

FILED

1958 AUG 15 PM 2:14

7

Judicial 13—Maryland—Mortgagee's or / ney's Bond (1-55) ⊙

LIBER 114 PAGE 21

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 9 PAGE 390

WILLIAM F. PODLICH,
Attorney named in Mortgage

vs.

THOMAS L. NICHOLAS and
FRANCES C. NICHOLAS, his wife

No. 12 771 - Equity
Docket 17 folio 377

BOND OF Attorney

TO SELL Real Estate

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

Meyerhoff Building, Baltimore, Maryland

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Nine Thousand One Hundred and 00/100 - - - - - - - - - - - - - - -
Dollars ($ 9,100.00), 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 12th day of August , in the year of our Lord, nineteen hundred and fifty eight.

WHEREAS, the above bounden William F. Podlich

by virtue of the power contained in a mortgage from Thomas L. Nicholas & Frances C. Nicholas to Aurora Federal Savings and Loan Association bearing date the 27th day of September , 19 55 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 968 Folio 415 ~~and~~

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich

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

Signed, sealed and delivered

in the presence of

Elsie Curtis

Elsie Curtis

William F. Podlich (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

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

FILED

1958 AUG 15 PM 2:14

Bond Approved this 15th day of August 1958
George T. Bromwell

8

LIBER 114 PAGE 22

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

KNOWN AS
NO. 1132 NOTTINGHAM DRIVE
(Being Lot No. 10 on Plat of Section One (1) of LEHIGH in the Third Election District of Anne Arundel County, Maryland)

The undersigned Attorney, under and by virtue of the power and authority contained in a Mortgage dated September 27, 1955 and recorded among the Mortgage Records of Anne Arundel County in Liber G. T. C. No. 968 Folio 415 from THOMAS L. NICHOLAS and FRANCES C. NICHOLAS, his wife, to AURORA FEDERAL SAVINGS and LOAN ASSOCIATION, the said Mortgage being now in default, will sell at Public Auction, on the premises on

Monday,
August 18, 1958
at 2:30 o'clock P.M.

(EASTERN DAYLIGHT SAVINGS TIME)

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

ALL that lot of ground and premises known and designated as Lot Numbered Ten (10), fronting on the west side of Nottingham Drive, as shown on the Plat of Section One (1) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book J. H. H. No. 25 Folio 48. The improvements thereon being known as No. 1132 Nottingham Drive.

SUBJECT to the payment of an annual ground rent of One Hundred Eight ($108.00) Dollars, payable in even and equal semi-annual installments.

IMPROVED by a detached Brick Dwelling House with Carport.

TERMS: Cash upon ratification of Sale by the Circuit Court for Anne Arundel County, in Equity.

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

A CASH deposit of $500.00 will be required of the Purchaser on the day of Sale, balance of purchase price to bear interest at 6% from day of Sale.

WILLIAM F. PODLICH,
Attorney Named In Mortgage
E. T. Newell & Co., Auctioneer

A-14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 15, 1958

We hereby certify, that the annexed

Attorney's Sale

Thomas L. Nicholas

No. 12,771 Equity

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 24th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Carrie Tate

Filed 1958 Aug 15 P.M. 2:49

LIBER 114 PAGE 23

WILLIAM F. PODLICH, Attorney named in Mortgage, vs. Thomas L. Nicholas and Frances C. Nicholas, his wife.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDE COUNTY
	:	Docket 17, folio 377 Equity No. 12 771

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 18th day of August, 1958, the undersigned Auctioneer did sell the leasehold property known as No. 1132 Nottingham Drive (being Lot No. 10 on the Plat of Section 1 of Lehigh) in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in The Maryland Gazette) unto WILLIAM WURZBERGER AND MADELINE M. WURZBERGER, HIS WIFE,

at and for the sum of EIGHT THOUSAND, TWO HUNDRED, TWENTY-FIVE —— Dollars, said purchasers being, at that figure, the highest bidders therefor.

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

E. T. NEWELL & CO.

By _____ Its President Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 18th day of August, 1958, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from William F. Podlich, Attorney named in Mortgage, at and for the sum of $8226.00 ~~Dollars~~, of which the sum of Five Hundred and 00/100 ($500.00 Dollars was paid on account to said Attorney; and the undersigned hereby agree to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

William Wurzberger

Madeline M. Wurzberger

Per William Wurzberger

FILED

1958 AUG 22 PM 2:32

10

WILLIAM F. PODLICH, Attorney named in Mortgage,	:	No. 12,771 Equity
vs.	:	IN THE CIRCUIT COURT FOR
THOMAS L. NICHOLAS and FRANCES C. NICHOLAS, his wife.	:	ANNE ARUNDEL COUNTY Docket 17 fo.377

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1 - That under and by virtue of the power contained in a Mortgage from Thomas L. Nicholas and Frances C. Nicholas, his wife, to Aurora Federal Savings and Loan Association, dated September 27, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 968, folio 415, to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said Mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper printed and published in Anne Arundel County, did, on Monday, August 18, 1958, at 2:30 o'clock P. M. (Eastern Daylight Saving Time) at the said mortgaged premises, offer the leasehold property known as Lot No. 10, as shown on the Plat of Section ONe (1) of Lehigh, in the Third Election District of Anne Arundel County, as said lot is described in said Mortgage, for sale by public auction; and the said William F. Podlich, Attorney as aforesaid, then and there sold the leasehold interest in and to the said property unto William Wurzberger and Madeline M. Wurzberger, his wife, at and for the sum of Eight Thousand Two Hundred Twenty-Five and no/100 ($8,225.00) Dollars, they being at that figure the highest bidders therefor, the said property so sold being more particularly described in a copy of the Advertisement of Sale which has been filed herein as a party of the Certificate of Publication thereof, executed by The Capital-Gazette Press, Inc. and which is prayed to be taken as a part of this Report.

2 - And the said Attorney further reports that he has received from the purchasers a deposit of Five Hundred and no/100 ($500.00) Dollars,

FILED

1958 AUG 22 PM 2:32

11

on account of the aforementioned purchase price, and has also obtained the written agreement of the purchasers to comply with the terms of sale, as set out in said Advertisement annexed hereto.

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

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

AND, as in duty bound, etc.

William F. Podlich

(William F. Podlich) Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 21st day of August, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney named in the aforementioned Mortgage, and made oath thatthe facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis

Elsie Curtis - Notary Public

12

ORDER NISI

LIBER 114 PAGE 26

WILLIAM F. PODLICH,

Attorney named in Mortgage

versus

THOMAS L. NICHOLAS and
FRANCES C. NICHOLAS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,771 Equity

Ordered, this 22nd day of August, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by William F. Podlich, Attorney named in Mortgage

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

The report states that the amount of sale was $ 8,225.00

FILED 1958 AUG 22 PM 2:32

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WILLIAM F. PODLICH,

Attorney named in Mortgage

versus

THOMAS L. NICHOLAS and
FRANCES C. NICHOLAS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of September, 1958, that the sale made and reported by the Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED

1958 SEP 30 PM 3:35

15

LIBER 114 PAGE 27 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. 12,771 Equity

WILLIAM F. PODLICH, Attorney named in Mortgage
Versus
THOMAS L. NICHOLAS and FRANCES C. NICHOLAS, his wife

Ordered, this 22nd day of August, 1958, that the sale of the Property in these proceedings mentioned made and reported by William F. Podlich, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $8,225.00.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
s-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 30, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,771

Thomas L. Nicholas

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 29th day of September, 1958. The first insertion being made the 28th day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 4541 1958 SEP 30 PM 12:12 By M. Tilghman

14

In the Case of

William F. Podlich,
Attorney named in Mortgage
vs.
Thomas L. Nicholas
and
Frances C. Nicholas, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,771 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.

October 15, 1958

All of which is respectfully submitted.

Laura R. Inkling
Auditor.

FILED
1958 OCT 18 AM 11:56

Dr. William F. Podlich, Attorney named in Mortgage vs. Thomas L. Nicholas and Frances C. Nicholas, his wife in ac.

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	278	72	313	72
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	22	50	60	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S. Fidelity & Guaranty Co. -bond premium	36	40		
E.T. Newell & Co., Inc. - auctioneer's fee	50	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Elsie Curtis -notary fees	1	50	168	77
To Attorney for Ground Rent, viz:				
Savings Bank of Baltimore - ground rent due 9/7/58	54	00	54	00
To Aurora Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,774	79	7,774	79 =
			8,371	78
Amount of mortgage claim filed	9,020	28		
Cr. Amount allowed above	7,774	79		
Balance subject to decree in personam	1,245	49		

16

with William F. Podlich, Attorney named in Mortgage Cr.

1958						
Aug.	18	Proceeds of Sale	8,225	00		
		Interest on deferred payment of $7,725.00 to 10/9/58 - 1 month 21 days	65	67	8,290	67
		Refund 1958 State and County taxes ($146.14) - 4 months 12 days	53	59		
		Refund 1958 water and sewer benefit charges ($59.50) - 4 months 12 days	21	82		
		Refund ground rent ($54.00) paid in advance - 19 days	5	70	81	11
					8,371	78

ORDER NISI

LIBER 114 PAGE 31 In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

William F. Podlich,

Attorney named in Mortgage

VERSUS

Thomas L. Nicholas

and

Frances C. Nicholas, his wife

No. 12,771 Equity.

ORDERED, This 18th 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 24th 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 24th day of November, next.

George T Cromwell JR

FILED

1958 OCT 18 AM 11:56

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th 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 25 PM 2:08

Judge

LIBER 114 PAGE 32 OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,771 Equity

WILLIAM F. PODLICH, Attorney Named in Mortgage
VERSUS
THOMAS L. NICHOLAS and FRANCES C. NICHOLAS, his wife

Ordered, this 18th 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 24th 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 24th day of November next.

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

N-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12, 1958

We hereby certify, that the annexed

Order Nisi - Eq. 12,771

Auditor account

Thomas L. Nicholas

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 24th day of November, 1958. The first insertion being made the 23rd day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1958 NOV 13 AM 11:06

No. M. G. 5743

19

In the Matter of the Sale	:	No. 12,780 Equity
of the Mortgaged Real Estate	:	In the Circuit Court
of Charles Junior Scott and	:	for
Violit Lorraine Scott, 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

FILED

1958 JUL 21 PM 3:19

LIBER 114 PAGE 34

LIBER 1008 PAGE 505

12899

12,750 Equity

This Mortgage,

made this 14TH day of March in the year one thousand nine hundred and fifty-six, between

CHARLES JUNIOR SCOTT and VIOLIT LORRAINE SCOTT, his wife of Anne Arundel Co, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

TEN THOUSAND TWO HUNDRED DOLLARS - - - - - - - - - - - - - - - - - - ($10,200.00)

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

By the payment of 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 14th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

BEGINNING for the same at a pipe in the easterly line of the County Road (30 ft. wide) said pipe being located at the end of the second line of the land described in the deed from Omage E. Oliver, Widow to Clarence Sewell and Hazel Sewell, his wife, dated November 30, 1944 and recorded among the Land Records of Anne Arundel County in Liber JHH 318, Folio 458; thence from said beginning pipe running reversely along a portion of said second line North 77° 15' East 249.78 ft. to a pipe; thence leaving said second line and running for a division line through the larger tract of which this is a part the following two courses and distances, to wit: (1) South 11° 00' East, 124.60 ft. to a pipe and (2) South 77° 15' West, 249.78 ft. to a pipe in the easterly line of the County Road, being also in the third line of the land described in the above mentioned deed; thence along the easterly line of said road, being also reversely along a portion of said third line, North 11° 00' West, 124.60 ft. to the place of beginning. Containing 0.714 acre, more or less.

BEING the same property conveyed to the within-named Mortgagors by Clarence Sewell and Hazel Sewell, his wife, by deed dated September 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC 969, Folio 110.

RECORDATION TAX ACT OF 1947 $11.00

FILED

1958 JUL 21 PM 3:19

CANCELLED

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 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

Charles Junior Scott (SEAL)
Charles Junior Scott

Violit Lorraine Scott (SEAL)
Violit Lorraine Scott

(SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 14TH day of March LIBER 114 PAGE 37.
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 Charles Junior Scott and Violit Lorraine Scott, his wife, , the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Howood A. Menoke
NOTARY PUBLIC

My Commission expires 5/6/57

Rec'd for record Mar 15 1956, at 11 20 AM.
Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE

FROM

CHARLES JUNIOR SCOTT AND

VIOLIT LORRAINE SCOTT, HIS WIFE

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 15 MARCH 1956 at 11 20 o'clock A M.
Same day recorded in Liber C.T.C. No. 1408 folio 515 &c. one of the Land Records of Anne Arundel County and examined per GEORGE T. CROMWELL, Clerk.
Cost of Record $

LIBER 114 PAGE 38

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

12,780 Equity

VALUABLE IMPROVED REAL ESTATE

Under the by virtue of a power of sale contained in a mortgage from Charles Junior Scott and Violit Lorraine Scott, his wife, to United Federal Savings and Loan Association of Glen Burnie dated March 14, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1008, Folio 505, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

MONDAY, AUGUST 25, 1958

at 1:00 o'clock P.M.

All that tract or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the same at a pipe in the easterly line of the County Road (30 ft. wide) said pipe being located at the end of the second line of the land described in the deed from Omage E. Oliver, Widow, to Clarence Sewell and Hazel Sewell, his wife, dated November 30, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 318, Folio 458; thence, from said beginning pipe running reversely along a portion of said second line North 77° 15' East, 249.78 ft. to a pipe; thence, leaving said second line and running for a division line through the larger tract of which this is a part the following two courses and distances, to wit: (1) South 11° 00' East, 124.60 ft. to a pipe and (2) South 77° 15' West, 249.78 ft. to a pipe in the easterly line of the County Road, being also in the third line of the land described in the above mentioned deed; thence, along the easterly line of said road, being also reversely along a portion of said third line, North 11° 00' West, 124.60 ft. to the place of beginning. Containing 0.714 acre, more or less.

Being the same property conveyed to Charles Junior Scott and Violit Lorraine Scott, his wife by Clarence Sewell and Hazel Sewell, his wife, by deed dated September 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 969, Folio 110.

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.

FILED

1958 JUL 21 PM 3:19

6

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 , 24, and 31, 1958
August 7, and 14, 1958

7

In the Matter of the	:	No. 12,780 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Charles Junior Scott and	:	for
Violit Lorraine Scott, his wife	:	Anne Arundel County

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

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

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

(3) said Defendants have not been ordered to report for induction under The Selective Training and Service Act of 1940 as amended,

(4) said Defendants are not members of the Enlisted Reserve Corps who has been ordered to report for military service.

William W. Townshend, Jr.
Attorney named in Mortgage

Subscribed and sworn to before me this 14th day of July, 1958.

Mary Lee Albright
Mary Lee Albright, Notary Public

My commission expires 5/4/59

FILED
1958 JUL 21 PM 3:19

8

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building, South St
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under by the virtue of a power of sale contained in a mortgage from Charles Junior Scott and Violit Lorraine Scott, his wife, to United Federal Savings and Loan Association of Glen Burnie dated March 14, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1008, Folio 505. default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Monday,
August 25, 1958
at 1:00 o'clock P.M.

All that tract or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the same at a pipe in the easterly line of the County Road (30 ft. wide) said pipe being located at the end of the second line of the land described in the deed from Omage E. Oliver, Widow, to Clarence Sewell and Hazel Sewell, his wife, dated November 30, 1944 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 318, Folio 458: thence, from said beginning pipe running reversely along a portion of said second line North 77° 15' East, 249.78 ft. to a pipe: thence, leaving said second line and running for a division line through the larger tract of which this is a part the following two courses and distances, to wit: (1) South 11° 00' East, 124.60 ft. to a pipe and (2) South 77° 15' West. 249.78 ft. to a pipe in the easterly line of the County Road, being also in the third line of the land described in the above mentioned deed; thence, along the easterly line of said road, being also reversely along a portion of said third line, North 11° 00' West. 124.60 ft. to the place of beginning. Containing 0.714 acre, more or less.

Being the same property conveyed to Charles Junior Scott and Violit Lorraine Scott, his wife by Clarence Sewell and Hazel Sewell, his wife, by deed dated September 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 969, Folio 110.

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

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

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.,
Attorney
Towns-Worth Building, South St.
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer.

A-14

LIBER 114 PAGE 41

OFFICE OF
Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 15, 1958

We hereby certify, that the annexed

Attorney's Sale

Charles Junior Scott
No. 12,780 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for _____ successive weeks before the _____ day of _____, 19____. The first insertion being made the _____ day of _____, 19____.

THE CAPITAL-GAZETTE PRESS, INC.

By _____

FILED
AUG 15 PM 2:49

In the Matter of the Sale of the * No. 12,780 Equity
Mortgaged Real Estate of Charles * In the Circuit Court for
Junior Scott and Violit Lorraine * Anne Arundel County
Scott, his wife *
* * *

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Charles Junior Scott and Violit Lorraine Scott, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated March 14, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1008, Folio 505		$10,200.00
Total amount paid on account of principal		446.75
		$ 9,753.25
Credit, Expense Account		40.58
		$ 9,712.67
Interest, 6/1/58 to 7/31/58	$ 97.54	
Interest, 8/1/58 to 8/25/58	40.65	
	$138.19	138.19
Total amount of indebtedness due		$ 9,850.86

William W. Townshend, Jr., Atty.

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

FILED
1958 AUG 19 AM 10:27

10

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

No. 12,780 Equity

BOND NO. 263934

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 TEN THOUSAND, TWO HUNDRED AND 00/100 ($10,200.00) 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 18th day of August, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Charles Junior Scott and Violit Lorraine Scott, his wife to the United Federal Savings and Loan Association of Glen Burnie, bearing date March 14th-1956, the said William W. Townshend Jr., as Attorney-Named-in-Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon in whole or in part.

AND WHEREAS: default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend Jr. as Attorney-Named-in-Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounded 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:

Grace Sweeney

William W. Townshend Jr. (SEAL)

Witness as to Surety:

M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

Bond Approved this 19th day of August 1958.

George T. Cromwell, Clerk

FILED

1958 AUG 19 AM 10:23

ROBERT H. CAMPBELL - - - - - - - - - - - - - - - Auctioneer

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

No. 12,780 Equity

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Charles Junior Scott and Violit Lorraine Scott, his wife, to United Federal Savings and Loan Association of Glen Burnie dated March 14, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1008, Folio 505, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

MONDAY, AUGUST 25th, 1958

AT 1:00 O'CLOCK P.M.

All that tract or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the same at a pipe in the easterly line of the County Road (30 ft. wide) said pipe being located at the end of the second line of the land described in the deed from Omage E. Oliver, Widow, to Clarence Sewell and Hazel Sewell, his wife, dated November 30, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 318, Folio 458; thence, from said beginning pipe running reversely along a portion of said second line North 77° 15′ East, 249.78 ft. to a pipe; thence, leaving said second line and running for a division line through the larger tract of which this is a part the following two courses and distances, to wit: (1) South 11° 00′ East, 124.60 ft. to a pipe and (2) South 77° 15′ West, 249.78 ft. to a pipe in the easterly line of the County Road, being also in the third line of the land described in the above mentioned deed; thence, along the easterly line of said road, being also reversely along a portion of said third line, North 11° 00′ West, 124.60 ft. to the place of beginning. Containing 0.714 acre, more or less.

Being the same property conveyed to Charles Junior Scott and Violit Lorraine Scott, his wife by Clarence Sewell and Hazel Sewell, his wife, by deed dated September 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 969, Folio 110.

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 26 AM 11:44

LIBER 114 PAGE 45 No. 12,780 Equity

Annapolis, Maryland
August 25, 1958

I hereby certify that I have this 25th day of August, 1958, sold the property of William W. Townshend, Jr., Attorney, ~~known as~~ containing 0.714 acre, Fourth Election District, Anne Arundel County, Maryland, unto Clarence Sewell and Hazel Sewell, his wife

at and for the sum of Ten Thousand Seven Hundred Dollars ($10,700)

they being then and there the highest bidder (s) therefor.

Robert H. Campbell

Annapolis, Maryland
August 25, 1958

I/We hereby certify that I/we have this 25th day of August, 1958, purchased from William W. Townshend, Jr., Attorney, the property ~~known as part of~~ containing 0.714 acre, Fourth Election District, Anne Arundel County, Maryland, at and for the sum of

Ten Thousand, Seven Hundred Dollars ($10,700)

and I/we hereby agree to comply with the terms of sale.

Clarence Sewell Purchaser

Hazel Sewell Purchaser

FILED

1958 AUG 26 AM 11:44

In the matter of the mortgaged	*	No. 12,780 Equity
real estate of Charles Junior	*	In the Circuit Court for
Scott and Violit Lorraine Scott,	*	Anne Arundel County
his wife	*	

* * * * * *

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 Charles Junior Scott and Violit Lorraine Scott, his wife dated March 14, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1008, folio 505, 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 Monday, August 25, 1958 at 1:00 o'clock p.m., and there sold the said property to Clarence Sewell and Hazel Sewell, his wife, at and for the sum of Ten Thousand, Seven Hundred Dollars ($10,700), being at that figure the highest bidder therefor, said property described as follows:

All that parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, containing 0.714 acre, more or less, more particularly described by metes and bounds in a deed from Clarence Sewell and Hazel Sewell, his wife to Charles Junior Scott and Violit Lorraine Scott, his wife, dated September 22, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 969, folio 110.

FILED

1958 AUG 26 AM 11:44

14

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time 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 26th day of August, 1958, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Grace Senseney
Grace Senseney, Notary Public

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

15

ORDER NISI

LIBER 114 PAGE 48

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES JUNIOR SCOTT and

XXXXXX

VIOLIT LORRAINE SCOTT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,780 Equity

Ordered, this 26th 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 XXXXXX,

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

The report states that the amount of sale was $ 10,700.00

FILED 1958 AUG 26 AM 11:44

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES JUNIOR SCOTT and

XXXXXX

VIOLIT LORRAINE SCOTT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of October Finally, 1958, that the sale made and reported by the Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED

1958 OCT -8 PM 3:59

LIBER 114 PAGE 49 OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,780 Equity

In the Matter of the Mortgaged Real Estate of
CHARLES JUNIOR SCOTT and VIOLIT LORRAINE SCOTT, his wife

Ordered, this 26th 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 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.

The report states that the amount of sale was $10,700.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-25

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 8, 1958

We hereby certify, that the annexed Order Nisi Sale Eq. 12,780. Charles Junior Scott.

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 4555 1958 OCT -8 AM 11:58 By H. Tilghman

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~xxx~~
Charles Junior Scott
and
Violet Lorraine Scott, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,780 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.

All of which is respectfully submitted.

Laura E. Johnson
Auditor.

October 15, 1958

FILED
1958 OCT 18 AM 9:25

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Charles Junior Scott and Violet Lorraine Scott, his wife

To Attorney for Commissions, viz:	353	24		
To Attorney for Fee, viz:	100	00	453	24
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	60	00		
Capital-Gazette - order nisi (sale)	8	00		
Capital-Gazette - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	13	31		
New Amsterdam Casualty Co. -bond premium	40	80		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	6	05		
One-half State documentary stamps	6	05		
Grace Senseney - notary fees	1	00		
Mary Lee Albright - notary fee		50	186	71
To Attorney for Taxes, viz: 1958 State and County taxes ($102.11) - adjusted to 8/25/58	66	82	66	82
To United Federal Savings and Loan Ass'n of Glen Burnie, Maryland, mortgagee - in full for mortgage claim	9,850	86	9,850	86
To Charles J. Scott and Violet L. Scott, his wife, mortgagors - this balance	165	67	165	67
			10,774	80

with William W. Townshend, Jr., Attorney named in Mortgage Cr.

1958							
Aug.	25	Proceeds of Sale		10,700	00		
		Interest on deferred payment of					
		$10,200.00 to 10/8/58		74	80	10,774	80
						10,774	80

LIBER 114 PAGE 53

ORDER NISI

In the Matter of the Sale of
the Mortgaged Real Estate
of ~~xxxxxxx~~
Charles Junior Scott
and
Violet Lorraine Scott, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,780 Equity.

1958 OCT 18 AM 9:25

FILED

ORDERED, This 18th 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 24th 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 24th day of November next.

[illegible]

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th 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 25 PM 2:[illegible]

Matthew F. Crane
Judge

LIBER 114 PAGE 54

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. 12,780 Equity

In the Matter of the Sale of the Mortgaged Real Estate of CHARLES JUNIOR SCOTT and VIOLET LORRAINE SCOTT, his wife

Ordered, this 18th 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 24th 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 24th day of November next.

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

N-6,

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,780
Auditor account

Charles Junior Scott

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 24th day of November, 1958. The first insertion being made the 23rd day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 2744 1958 NOV 13 AM 11:06 By A. Tilghman

27

LIBER 114 PAGE 55

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
VINCENT TALINO AND	*	ANNE ARUNDEL COUNTY
MIRIAM TALINO, his wife	*	NO. 2405 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage

FILED

1958 MAY 23 PM 3:55

Purchase Money Mortgage on First Parcel.

LIBER 114 PAGE 56

LIBER 1095 PAGE 518 No. 12,685 County

PURCHASE MONEY

This Mortgage,

Made this 28th day of January, 19 57

by and between Vincent Talino and Miriam Talino, his wife ----------

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

WHEREAS, the said MORTGAGORS as a condirion precedenr to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C as herein indicated, and being the holder of --155- shares of unredeemed srock of said body corporate and a member thereof, have received from said body corporate an advance of $ 15,500.00, which is rhe par value of said shares of stock when fully paid up and completed, in the conremplation 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 corporare in accordance with its present consriturion and by-laws, said MORTGAGORS have agreed ro execute rhis Mortgage, rhe execurion hereof being a condition precedent to said advance being made by said Associarion. the said sum having been used as part of the purchase price for the first parcel of ground hereinafter described.

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

FIRST PARCEL: BEING known and designated as Lots Nos. 24, 25 and 26 in Block C, as shown on the Plat of Marley Park Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 2, folio 11; and recorded in Plat Cabinet 1, Rod E, Plat 11; now in Plat Book No. 2, folio 19. The improvements thereon being known as 101 Summit Avenue.

BEING ALSO the same property which the said Mortgagors acquired from William J. Hall and Sophie C. Hall, his wife, (the said William J. Hall acting by Sophie C. Hall, his Attorney in Fact) by Deed of even date herewith and intended to be recorded immediately prior hereto.

SECOND PARCEL: BEING known and designated as Lots Nos. 53, 54 and 55, in Block V, as shown on the Plat of Marley Park Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2 folio 11; Plat Cabinet 1, Rod E, Plat 11; now in Plat Book No. 2, folio 19.

BEING ALSO the same property which the said Mortgagors acquired from Walter P. Owen and Thelma A. Owen, his wife, by Deed dated October 10, 1956; and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1069, folio 571.

FILED

1958 MAY 23 PM 3:55

AND WHEREAS this Mortgage shall also secure future advances as provided by Article 66, Section 2 of the Annotated Code of Maryland or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

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

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

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 77.50 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 $ 77.50 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, it shall be also deemed a default under this mortgage if the Mortgagee shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 15,500.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Amelia H. Tubman
AMELIA H. TUBMAN

Vincent Talino ..... (SEAL)
Vincent Talino

..... (SEAL)

Miriam Talino ..... (SEAL)
Miriam Talino

..... (SEAL)

LIBER 114 PAGE 59

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: LIBER 1095 PAGE 521

I HEREBY CERTIFY, That on this 28th day of January , 19 57 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Vincent Talino and Miriam Talino, 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.

Amelia H. Dubman
Notary Public.

Rec'd for record Jan 30, 1957 at 3:19 P.M.
Mailed to John Demyan, Jr.

PURCHASE MONEY
Mortgage

FROM

VINCENT TALINO and
MIRIAM TALINO, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3470

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 JAN 30 PM 3:19
& RECORDED IN LIBER GTC
NO 1095 FOLIO 518
GEO. I. CROMWELL, CLERK

LAW OFFICE
JOHN DEMYAN, JR.
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

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

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

ATTEST:

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

..... By .....
Secretary. President.

LIBER 114 PAGE 60

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF VINCENT TALINO AND MIRIAM TALINO, his wife.
vs.

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 12,685 EQUITY

Military Affidavit

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY That, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Fred W. Kuethe, Secretary of The Glen Burnie Savings and Loan Association of Anne Arundel County, and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) knowledge, information and belief

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

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

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

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

MURIEL G. CARTER NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Fred. W. Kuethe

Fred. W. Kuethe, Secretary
Affiant

Subscribed and sworn to before me this 23rd day of May, 1958.

Muriel G. Carter

MURIEL G. CARTER

FILED
1958 MAY 23 PM 3:56

6

LIBER 114 PAGE 61

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
VINCENT TALINO and	*	ANNE ARUNDEL COUNTY
MIRIAM TALINO, his wife	*	NO. 12,685 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 15,500.00
Interest from the 31st day of November, 1957 to the 31st day of May, 1958	$ 525.00	
Late Fines from the 31st day of December, 1957 to the 31st day of May, 1958	180.00	705.00
		$ 16,205.00
LESS: Amount paid in on Mortgage		517.16
Total Amount due under Mortgage		$ 15,687.84

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 3:55

Muriel G. Carter

MURIEL G. CARTER
Notary Public

Judicial 13—Maryland—Mortgagee's o[illegible]orney's Bond (1-55) ⊙

LIBER 114 PAGE 62

LIBER 9 PAGE 338

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOND OF Attorney

TO SELL Real Estate

No. 12,685 County

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 Sixteen Thousand Five Hundred and 00/100 - - - - - - - - Dollars ($16,500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 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 Vincent Talino and Miriam Talino, his wife to Glen Burnie Savings and Loan Association bearing date the 28th day of January , 19 57 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1095 Folio 218 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. Nuttle

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

JOHN DEMYAN, JR.
ATTORNEY AT LAW
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Situate in Anne Arundel County, in Marley Park, State of Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from the, tained in a mortgage from Vincent Talino and Miriam Talino, his wife, dated January 28th, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1095, folio 518 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at Public Auction on the premises at 101 Summit Avenue, Marley Park, Maryland; on

Wednesday, June 25th, 1958 at 2:00 P.M.

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

BEING known and designated as Lots No. 24, 25 and 26, Block C, as shown on the Plat of Marley Park Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 2, folio 11; and recorded in Plat Cabinet 1, Rod E, Plat 11; now in Plat Book No. 2, folio 19. The Improvements thereon being known as No. 101 Summit Avenue.

BEING ALSO the same property which the said Mortgagors acquired from William J. Hall and Sophie C. Hall, his wife, by Deed dated January 28, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1095, folio 516.

Said parcel of ground improved by a concrete block store and living quarters consisting of livingroom, kitchen, 2 bedrooms and bath, with hot-air furnace.

Thereafter Beginning at 2:30 P.M. On Wednesday, June 25th, 1958

On the premises at 101 Queen Anne Avenue, Marley Park; all those lots of ground at Marley Park, Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lots Nos. 53, 54 and 55 in Block V, as shown on the Plat of Marley Park Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 11; Plat Cabinet 1, Rod E, Plat 11; now in Plat Book No. 2, folio 19.

BEING ALSO the same property which the said Mortgagors acquired from Walter P. Owen and Thelma A. Owen, his wife, by Deed dated October 10, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1089, folio 571.

Said parcel of ground improved by a frame dwelling with livingroom and Dinette, Kitchen, 3 Bedrooms and Bath, with hot-air heat.

TERMS OF SALE: The property known as 101 Summit Avenue, will be offered first at the time and date mentioned firstly in this

LIBER 114 PAGE 63 OFF : OF

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

Vincent Talino

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of 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 H. Tilghman

advertisement. The purchaser at this sale will be required to pay a cash deposit of Seven Hundred and Fifty ($750.00) Dollars at the time and place of Sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent per annum from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary charges, if any, and all other assessments to be adjusted to the date of sale.

TERMS OF SALE: The property known as 101 Queen Anne Avenue, will be offered second at the time and date mentioned secondly in this advertisement. The purchaser will be required to pay a cash deposit of Seven Hundred and Fifty ($750.00) Dollars at the time and place of Sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent per annum from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary charges, if any, and all other assessments to be adjusted to the date of sale.

JOHN DEMYAN, JR.
Attorney named in the Mortgage.
GEORGE SCIBLE
Auctioneer.

JU-14

LIBER 114 PAGE 65

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
VINCENT TALINO and MIRIAM	*	ANNE ARUNDEL COUNTY
TALINO, his wife.	*	NO. 12,685 EQUITY

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a Mortgage from Vincent Talino and Miriam Talino, his wife, dated January 28th, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1095, folio 518; 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 firstly described in said Mortgage, at public auction, on the premises known as 101 Summit Avenue, Marley Park, Maryland, Wednesday, June 25th, 1958 at 2:00 P.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 FIVE THOUSAND ($5,000.00) DOLLARS, it being at that figure the highest bidder therefor, said property being the following:

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

> BEING known and designated as Lots Nos. 24, 25 and 26, Block C, as shown on the Plat of Marley Park Beach, which Plat is recorded among the Plat Records of Anne

FILED
1958 JUL -9 PM 2:29

10

Arundel County in Plat Book W.N.W. 2, folio 11; and recorded in Plat Cabinet 1, Rod E, Plat 11; now in Plat Book No. 2, folio 19. The improvements thereon being known as No. 101 Summit Avenue.

BEING ALSO the same property which the said Mortgagors acquired from William J. Hall and Sophie C. Hall, his wife, by Deed dated January 28, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1095, folio 516.

AND secondly offered, at public auction, on the premises known as 101 Queen Anne Avenue, Marley Park, Maryland, Wednesday, June 25th, 1958 at 2:30 P.M., and then and there sold the property to GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, at and for the sum of SIX THOUSAND SEVEN HUNDRED AND FIFTY ($6,750.00) DOLLARS, it being at that figure the highest bidder therefor, said property being the following:

All those lots of ground at Marley Park, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 53, 54 and 55 in Block V, as shown on the Plat of Marley Park Beach which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 11; now Plat Book No. 2, folio 19; k/a 101 Queen Anne Ave.

BEING ALSO the same property which the said Mortgagors acquired from Walter P. Owen and Thelma A. Owen, his wife, by Deed dated October 10, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1069, folio 571.

AND the said Attorney further reports that he has received from the Purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: The property known as 101 Summit Avenue, will be offered first at the time and date mentioned firstly in this advertisement. The purchaser at this sale will be required to pay a cash deposit of Seven hundred and Fifty ($750.00) Dollars at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% per annum from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary charges, if any, and all other assessments to be adjusted to the date of sale.

11

TERMS OF SALE: The property known as 101 Queen Anne Avenue, will be offered second at the time and date mentioned secondly in this advertisement. The purchaser will be required to pay a cash deposit of Seven Hundred and Fifty ($750.00) Dollars at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% per annum from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary charges, if any, and all other assessments to be adjusted to the date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid; that the total sale amounted to $11,750.00.

Respectfully submitted,

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 25th 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.

AMELIA N. [illegible]
Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

12

ORDER NISI

LIBER 114 PAGE 68

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF VINCENT TALINO AND MIRIAM TALINO, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,685 Equity

Ordered, this 24th day of July, 19 58, 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 2nd day of September next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of September next.

The report states that the amount of sales were $ 11,750.00

George J. Cromwell Clerk.

True Copy,

FILED 1958 JUL 24

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF VINCENT TALINO AND MIRIAM TALINO, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of September, 1958 that the sale made and reported by the Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1958 SEP -5 PM 3:16

13

LIBER 114 PAGE 69 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. 12,685 Equity

In the Matter of the Mortgaged Real Estate of
VINCENT TALINO and
MIRIAM TALINO, his wife

Ordered, this 24th day of July, 1958. That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of September next.

The report states that the amounts of sales were $11,750.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 3, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,685

Vincent Talino

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of September, 1958. The first insertion being made the 31st day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 2735 1958 SEP -3 PM 3:53 By H. Tilghman

14

LIBER 114 PAGE 70

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Vincent Talino
and
Miriam Talino, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,685 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 M. Tolley
Auditor.

October 25, 1958

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Vincent Talino and Miriam Talino, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	385	99	435	99
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	60	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. -handbills	16	42		
U.S. Fidelity & Guaranty Co.-bond premium	66	00		
George W. Scible - auctioneer's fee	40	00		
One-half Federal documentary stamps	6	60		
One-half State documentary stamps	6	60		
Muriel G. Carter - notary fees	1	00		
Amelia H. Tubman - notary fee		50	211	12
To Attorney for Taxes, viz:				
1958 State and County taxes (101 Summit Avenue)	139	15		
1958 State and County taxes (101 Queen Avenue)	129	45	268	60
To The Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	11,056	54	11,056	54
			12,023	75
Amount of mortgage claim filed	15,687	84		
Interest on $15,500.00 from 5/31/58 to 6/25/58 - 25 days	64	58		
	15,752	42		
Cr. Amount allowed above	11,056	54		
Balance subject to decree in personam	4,695	88		

16

with

John Demyan, Jr., Attorney named in Mortgage

Cr.

1958					
June	25	Proceeds of Sale	11,750 00		
		Interest on deferred payment of $10,250.00 to 9/2/58	116 17	11,866	17
		Refund 1958 State and County taxes ($268.60) - 6 months 5 days	138 01		
		Refund 1958 water and sewer benefit charges ($38.10) - 6 months 5 days	19 57	157	58
				12,023	75

17

ORDER NISI LIBER 114 PAGE 73

In the Matter of the Mortgaged Real Estate ~~VERSUS~~ of Vincent Talino and Miriam Talino, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 12,685 Equity.

ORDERED, This 27th 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 1st day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st. day of December next.

George J. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of December, 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 DEC -4 PM 2:37

Benjamin Michaelsen

Judge

LIBER 114 PAGE 74 OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov 3, 1958

We hereby certify, that the annexed

Order Nisi - Circ. Ct. Eq. 12685

Vincent Talino

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 1st day of Nov, 1958. The first insertion being made the 30th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,685 Equity

In the Matter of the Mortgaged Real Estate of
VINCENT TALINO and
MIRIAM TALINO, his wife

Ordered, the 27th 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 1st day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of December next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-13

FILED

No. M.G. 5283 1958 DEC -3 AM 11:59

19

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 12,797
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
WILLIAM S. WARD, JR., AND	:	FOR
FRANCES M. WARD, HIS WIFE	:	ANNE ARUNDEL COUNTY

: : : : : : :

Mr. Clerk:

Please docket this case and file the original mortgage, statement of the mortgage debt, and the military affidavit.

George E. Rullman
Attorney named in the mortgage

FILED

1958 AUG -8 PM 2:35

VA Form 4-6318a (Home Loan)
August 1946. Use Optional.
Servicemen's Readjustment Act
(38 U.S.C.A. 694 (a)). Acceptable to RFC Mortgage Co

LIBER 457 PAGE 95

MARYLAND
LIBER 114 PAGE 76

No. 12,797 Equity

MORTGAGE

Purchase Money

THIS MORTGAGE, Made this 13th day of February, A. D. 1948, by and between WILLIAM S. WARD, JR., and FRANCES M. WARD, his wife, of the City of Baltimore, in the State of Maryland, hereinafter called the Mortgagor, and ~~a corporation organized and existing under the laws of the State of hereinafter called the Mortgagee~~ THE COUNTY TRUST COMPANY OF MARYLAND, a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called Mortgagee.

and used in payment of part of the purchase money for the lot of ground hereinafter described

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of SIX THOUSAND THREE HUNDRED NINETY Dollars ($ 6,390.00), with interest from date at the rate of four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of The County Trust Company of Maryland, in Annapolis, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-Five Dollars ($ 45.00), commencing on the first day of March, 19 48 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 February, 1968. 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 ($100.00), 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 ($1.00) 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 the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lots 432, 433 and 434 as shown on a Plat of Magothy Beach, recorded among the Land Records of Anne Arundel County in Plat Book FSR No. 4, Plat 15, formerly, but now recorded in Plat Cabinet No. 1, Rod A-4, Plat15.

BEING the same lots of ground described in a deed from Magothy Homestead Corporation to the within named Mortgagors dated of even date herewith and recorded among the Land Records of Anne Arundel County, prior hereto.

FILED

1948 AUG -8 PM 2:35

2

Together with all buildings and improvements now and hereafter on said land, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned: All bathroom fixtures, equipment and accessories, breakfast nook furniture, all kitchen cabinets, hot water heaters, gas and electric ranges, refrigerator, laundry tubs, built in [illegible], doors, storm windows, storm doors, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units, piping, tubing and motors used in connection therewith.

LIBER 114 PAGE 77

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever.

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 consitute a waiver of the right to exercise it at any other time.

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

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

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

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

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

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or

impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

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

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

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or George E Rullman, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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

4

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

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

Witness: Edward C. Golder
EDWARD C. GOLDER

William S. Ward Jr. [SEAL]
William S. Ward, Jr.

[SEAL]

Frances M. Ward [SEAL]
Frances M. Ward

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 13th day of February, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore County ~~City~~ ~~aforesaid~~, personally appeared WILLIAM S. WARD, JR and FRANCES M. WARD, his wife, - the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their respective act.

At the same time also personally appeared George E. Rullman, 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

Edward C. Golder
EDWARD C. GOLDER Notary Public.

Recorded- 24th- Feb. 1948- at 2-15 P.M.

Appl. 91211
By: PV:MLP

STATE OF MARYLAND

COUNTY MORTAGE

WILLIAM S. WARD, JR. AND WIFE

TO

THE COUNTY TRUST COMPANY OF MARYLAND

Received for Record Feby 24 1948
at 2-15 o'clock P. M.
Same day recorded in Liber No. 45 ... etc., one of the Mortgage
Folio 95 ... County and
Records of
examined per ... Clerk.
Cost of Records, $

U. S. GOVERNMENT PRINTING OFFICE

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 12,797
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
WILLIAM S. WARD, JR., AND	:	FOR
FRANCES M. WARD, HIS WIFE	:	ANNE ARUNDEL COUNTY

: : : : : : :

STATEMENT OF MORTGAGE DEBT

State, County, and School Taxes, Paid (1958)	88.56
Balance due on mortgage debt	$4,459.06
Interest on mortgage from December 13, 1956 to August 13, 1958	301.20
Total	$4,848.82

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

I hereby certify that on this 8th day of August, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Tilden O. Atwell, assistant cashier of County Trust Company of Maryland, a body corporate of the state of Maryland, and made oath in due form of law that the above statement is correct to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Barbara Ann Thompson
Notary Public

FILED
1958 AUG -8 PM 2:35

5P

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 12797
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
WILLIAM S. WARD, JR., AND	:	FOR
FRANCES M. WARD, HIS WIFE	:	ANNE ARUNDEL COUNTY

: : : : : : :

AFFIDAVIT

In compliance with the Soldiers and Sailors Civil Relief Act of Congress, October, 1940, and the Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition.

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

George E. Rullman, being first duly sworn on oath deposes and says that he is the duly authorized agent of the County Trust Company of Maryland, a body corporate of the State of Maryland, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October 1940, and the Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of the plaintiff, careful investigation has been made to ascertain whether or not the above named defendants is in the military service of the United States, that is to say, said defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and is not an officer of the Public Health Service, detailed by proper authority for duty with any of the branches aforesaid, nor is said defendant under training or education under the supervision of the United States preliminary to induction into the military service, but is employed as a civilian and not subject to the aforesaid.

George E. Rullman

George E. Rullman, Assignee and Agent

SUBSCRIBED and SWORN TO before me this 8th day of August, 1958.

LAVERNA ANN THOMPSON NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Barbara Ann Thompson

Notary Public

FILED

1958 AUG -8 PM 2:35

6

F. 21788 500 9-55 Made in U.S.A.

12797 Equity

MORTGAGEES OR ATTORNEYS BOND. LIBER 114 PAGE 82 LIBER 9 PAGE 401

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman of Anne Arundel County, State of Maryland as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifty-five Hundred ($5500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of August, in the year of our Lord 1958

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from William S. Ward, Jr. and Frances Ward, his wife to County Trust Company of Maryland, bearing date the 13th day of February, 1948 and recorded among the mortgage records of Anne Arundel County in Liber I.H.H. No. 457 Folio 95 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Carolyn D. Napier
Carolyn D. Napier

George E. Rullman [SEAL]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch
Rose M. Bausch Attorney-in-fact

As to Surety

Catherine F. Minderlein
Catherine F. Minderlein

Attorney-in-fact

Bond approved this 29th day of August 1958
George T. Cromwell Clerk

FILED
1958 AUG 29 AM 9:20

GEORGE W. SCIBLE - - - - - - - - - - - - - - - - Auctioneer

PUBLIC SALE

OF VALUABLE

Residence Property

Situate, lying and being in the Third Election District of Anne Arundel County, Maryland, Magothy Beach, improved by a frame bungalow containing four rooms and bath, and asbestos shingle roof.

Under and by virtue of the power of sale contained in a mortgage from William S. Ward, Jr., and Frances M. Ward, his wife, to the County Trust Company of Maryland, a body corporate of the State of Maryland, dated February 13, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 457, folio 95, the undersigned attorney named in the said mortgage is to make sale of the said property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, SEPTEMBER 2nd, 1958

AT 11:00 A.M.

The following described property: namely.

ALL those lots designated as Lots 432, 433 and 434 with improvements thereon, as shown on the Plat of Magothy Beach, recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 4, Plat 15, formerly, but now recorded in Cabinet No. 1 Rod A-4, Plat 15 containing the identical property which was conveyed to William S. Ward, Jr., and Frances M. Ward, his wife, by Magothy Homestead Corporation, by deed dated February 13, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 457, folio 93.

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN
Attorney named in the mortgage
140 South Street
Annapolis, Maryland

FILED
1958 SEP -3 AM 11:00

I hereby certify that on this 2nd day of September, 1958, representing the County Trust Company of Maryland, I bid in and purchased the property described on the reversed side hereof at public auction at the Court House Door in the City of Annapolis, for the sum of $4500 and agreed for the County Trust Company of Maryland to comply with the terms of the sale on the reversed side hereof.

County Trust Company of Maryland
By: ~~Tilden O. Atwell, Assistant Cashier~~

Tilden O. Atwell, Asst. Cashier

I hereby certify that I did offer the property described on the reversed side hereof at public auction at the Court House Door in the City of Annapolis on the 2nd day of September, 1958, and sold the property to the County Trust Company of Maryland for the sum of $4500 it then and there being the highest bidder therefor.

George W. Scible, Auctioneer

George W. Scible, Auctioneer

FILED

1958 SEP -3 AM 11:00

9

IN THE MATTER OF THE SALE OF	:	EQUITY # 12,797
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
WILLIAM S. WARD and	:	FOR
FRANCES WARD, his wife	:	ANNE ARUNDEL COUNTY
	: : :	

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the mortgage filed in these proceedings, respectfully shows:-

That under and by virtue of the power of sale contained in a mortgage from William S. Ward, Jr. and Frances Ward, his wife, dated February 13, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 457, folio 95, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale be advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, September 2, 1958, at eleven o'clock a.M., and then and there sold the property to the County Trust Company of Maryland, a body corporate, at and for the sum of Four Thousand Five Hundred ($4,500.00) Dollars, it then and there being the highest bidder therefor, which property is as follows:-

ALL those lots designated as Lots No. 432, 433, and 434, with improvements thereon, as shown on the plat of Magothy Beach, plat being recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, plat 15 (formerly in Cab. 1, Rod A-4, Plat 15)

FILED
1958 SEP -3 AM 11:00

BEING the identical property which was conveyed to William S. Ward, Jr. and Frances Ward, his wife by the Magothy Homestead Corporation by deed dated February 13, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 457, folio 93.

AND the said Attorney further reports that he has received from the said purchaser the deposit as required by the terms of said sale, and has also received the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman

George E. Rullman
Attorney named in Mortgage

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

I hereby certify that on this 3rd day of September, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Barbara Ann Thompson

Notary Public

ORDER NISI

LIBER 114 PAGE 87

In the Matter of the Sale of
The Mortgaged Real Estate of
William S. Ward and
~~xxxxx~~
Frances Ward, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,797 Equity

Ordered, this 3rd. day of Sepetember, 19 58, That the sale of the Property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in the Mortgage ~~xxxxx~~, x

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of Ocotber next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of October next.

The report states that the amount of sale ~~xxxxx~~ was $ 4,500.00

George J. Tremmel Clerk.

True Copy.

FILED 1958 SEP 3 AM 11:00

TEST Clerk.

(Final Order)

In the Matter of the Sale of
The Mortgaged Real Estate of
William S. Ward and
~~xxxxx~~
Frances Ward, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of October, 1958 that the sale made and reported by the ~~xxxxx~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~xxxxx~~ Attorney be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Crowe
Judge

FILED
1958 OCT 10 PM 3:31

12

LIBER 114 PAGE 88

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. 12,797 Equity
In The Matter Of The Sale Of The Mortgaged Real Estate Of WILLIAM S. WARD and FRANCES WARD, his wife

Ordered, this 3rd day of September, 1958, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of 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 7th day of October next.

The report states that the amount of sale was $4,500.00.

GEORGE T. CROMWELL, Clerk
True copy, TEST:
GEORGE T. CROMWELL, Clerk
S-25.

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 9, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,797
Sale
William S. Ward

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 45-75 1958 OCT 10 AM 10:02 By H. Tilghman

13

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~VS~~
William S. Ward, Jr.,
and
Frances M. Ward, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,797 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.

October 23, 1958

Laura N. Tickling
Auditor.

FILED

1958 OCT 27 AM 11:42

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of William S. Ward, Jr., and Frances M. Ward, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	165	00	215	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	32	82		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	34		
National Surety Corp. - bond premium	22	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Barbara Ann Thompson - notary fees	1	50	110	61
To The County Trust Company of Maryland, mortgagee - this balance on account mortgage claim	4,151	93	4,151	93
			4,529	04
Amount of mortgage claim filed	4,848	82		
Cr. Amount allowed above	4,151	93		
Balance subject to decree in personam	696	89		

15

with

George E. Rullman, Attorney named in Mortgage

Cr.

1958				
Sept.	2	Proceeds of Sale	4,500 00	4,500 00
		Refund 1958 State and County taxes ($88.56) - 120 days	29 04	29 04
				4,529 04

ORDER NISI

LIBER 114 PAGE 92

In the Matter of the Sale of the Mortgaged Real Estate of ~~MERRICK~~ William S. Ward, Jr., and Frances M. Ward, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 12,797 Equity.

1958 OCT 27 AM 11:42 FILED

ORDERED, This 27th 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 1st day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of December next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of December, 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 DEC -9 AM 9:39

Matthew S. Evans

Judge

17

LIBER 114 PAGE 93 OFFICE 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. 12,797 Equity

In the Matter of the Sale of the Mortgaged Real Estate of WILLIAM S. WARD, JR., and FRANCES M. WARD, his wife

Ordered, the 27th 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 1st day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

N-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 5, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,797

Auditor Accounts

William S. Ward, Jr.

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 1st day of December, 1958. The first insertion being made the 28th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 DEC -5 PM 2:26

No. M. G. 5720 By Nagel Leighton

18

Sharon Building and Loan Association, Inc.	:	
	:	
	:	
vs	:	In the Circuit Court for Anne Arundel County
	:	In Equity
Robert A. Proctor and Isabel S. Proctor, his wife	:	12,398 Equity

Mr. Clerk:

Please docket suit in Equity and file the attached Mortgage as an exhibit, and enter my appearance as attorney for plaintiff.

Albert F. Leasure
Attorney for plaintiff

Filed 5 Nov., 1957, at 9:15 A. M.

No. 12,398 Equity

LIBER 114 PAGE 95

This Mortgage, Made this 5th day of July

in the year one thousand nine hundred and fifty-seven between

Robert A. Proctor and Isabel S. Proctor, his wife,

of the Anne Arundel County , in the State of Maryland, Mortgagor , and the

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

being members of the said body corporate

have received therefrom an advance of Twenty-four hundred ($2400.00)

Dollars

on twenty-four share s of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Mortgagors

do grant unto Sharon Building and Loan Association, Inc.

and its successors and assigns, all that lot

piece or parcel of ground situate and lying in the Anne Arundel County

and described as follows:

Beginning for the same at a pine in a ditch, which pine is at the end of the third line of the conveyance from Lawrence Wilde and wife to Mary E. Siegert as recorded in Liber F.S.R. No. 10 folio 163 on the 23rd day of February 1927 and is on the East side of a 12 foot right of way, with use in common leading through the whole lot, thence with said third line, reversed, as now surveyed, North 70 degrees 28 minutes East 238.8 feet to a stone in a ditch, thence with the outlines of the heirs of Charles W. Griner North 34 degrees 39 minutes West 100 feet to a pine, thence leaving Greiner and running across the whole lot South 70 degrees 49 minutes West 255.25 feet to the East side of a 12 foot right of way, thence with said East side of said right of way South 30 degrees 44 minutes East 100 feet to the beginning. Containing Rxx 0.56 acres, more or less.

Being the same lot which by deed dated April 27, 1957 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 163 folio 200 was granted and conveyed in fee simple by Oscar F. Siegert and wife unto the within mortgagors.

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

In the event of a voluntary or involuntary alienation of title, this mortgage shall become due and payable on demand, and on default of payment, this mortgage shall become in default, and the mortgagee shall have the right to foreclose under the assent herein contained.

This mortgage shall secure future advances as legally permissible as of the date hereof.

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, ~~during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of $, payable in equal semi-annual instalments on the days of and in each and every year~~ in fee simple.

IF, HOWEVER, the said Mortgagors shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void.

LIBER 114 PAGE 97

AND the said Mortgagors or their he executors, administrators and assigns, covenant with the said mortgagee 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 twenty-five cents on each of said twenty-four shares of stock as dues, until the combined payment of dues shall amount to one hundred Dollars for each of said twenty-four shares, and also to pay weekly, the sum of twelve 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 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 MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of One Dollars and - - - 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.

LIBER 1135 PAGE 144

AND it is agreed that until default is made the said Mortgagors, 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 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 hereby also authorize the said Mortgagee, its successors or assigns or Albert F. Reisfeld, 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 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.

WITNESS the hands and seals of the said Mortgagors

TEST:

Annie M. Rogers
Annie M. Rogers

Robert A. Proctor (SEAL)
Robert A. Proctor

Isabel S. Proctor (SEAL)
Isabel S. Proctor

(SEAL)

STATE OF MARYLAND, City of Baltimore SS:

I HEREBY CERTIFY, that on this 5th day of July in the year one thousand nine hundred and fifty-seven, before me, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Robert A. Proctor, and Isabel S. Proctor, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Zell C. Hurwitz President of said body corporate, the mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

Annie M. Rogers
Notary Public
Annie M. Rogers

Rec'd for record July 17 1957 at 9:46 A.M.

Mailed to William Reisfeld

4

5

Short Assignment

LIBER 114 PAGE 98

June 27-1958

Sharon Building and Loan Association does hereby assign this mortgage to R. Lewis Bainder, Attorney for purposes of foreclosure.

As witness the signature of Zell C. Hurwitz VS President - Sharon Building and Loan Assn.

Witness: R. Lewis Bainder

R. Lewis Bainder

by Zell C. Hurwitz, Jr.
President

Zell C. Hurwitz

THE SHARON BLDG. & LOAN ASSN., INC. BALTIMORE MARYLAND

Consent

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1958 JUN 27 AM 9:14
& RECORDED IN LIBER GTC
NO 1135 FOLIO 144
GEO. T. CROMWELL, CLERK

Fol. 1 oc

MORTGAGE

FROM

Robert A. Proctor and wf

TO

Sharon Bldg & Loan Asso

BLOCK NO.

Received for Record 19

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

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

1414 MUNSEY BLDG

Land Records of ..... Baltimore & MD

and examined per

..... Clerk.

Cost of Record, $ 700 pp

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 JUL 17 AM 9:46
& RECORDED IN LIBER GTC
NO 1135 FOLIO 142
GEO. T. CROMWELL, CLERK

Plaintiff's Exhibit No 1

STATEMENT OF MORTGAGE CLAIM

LIBER 114 PAGE 99

Klaron Building and Loan Association, Inc.

vs.

Robert A. Proctor and Isabel S. Proctor, his wife

DOCKET ..... FOLIO .....
CASE NO. 12398
FILED .....

IN THE

CIRCUIT COURT No. 2

—OF—
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

STATEMENT OF MORTGAGE DEBT

Mortgage Loan		$2400.00
Paid on account		25.39
		$2374.61
Int to 6/2/58		95.84
		$2470.45
Credit in Exp a/c		15.90
		$2454.55 /
Mortgage	$300.00	
Paid	14.00	
	$286.00	
Int to 6/2	8.28	
	$294.28	294.28
		$2748.83

Albert F. Reisfeld

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 26th day of May in the year nineteen hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Albert F Reisfeld, attorney and agent of

.....

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Kathryn M. O'Healy
Notary Public.

FILED

1958 MAY 28 AM 11:36

6

REISFELD & REISFELD
Attorneys At Law
Suite 1414 Munsey Building
Baltimore 2, Md.

ATTORNEY'S SALE

Of Valuable

Real Estate And Improvements Consisting Of A Frame Dwelling At Shadyside, Anne Arundel, Co.

Under and by virtue of an order of the Circuit Court of Anne Arundel County, Equity No. 12398, the undersigned attorney named in said mortgage will offer for sale at Public Auction, on the Premises, Shadyside, Md. on

Monday, June 2, 1958

At 11 O'CLOCK A.M.

All that lot of ground and improvements thereon described as follows: Beginning for the same at a pipe in a ditch, which pipe is at the end of the third line of the conveyance from Lawrence Wilde and wife to Mary E. Siegert as recorded in Liber F.S.R. No. 10 folio 163 on the 23rd day of February 1927 and is on the east side of a 12 foot right of way, with use in common, leading through the whole lot, thence with said third line reversed, as now surveyed, North 70° 28' East 238.8 feet to a stone in a ditch, thence with the outlines of the heirs of Charles W. Griner North 34° 39' West 100 feet to a pipe; thence leaving Griner and running across the whole lot South 70° 49' West 233.25 feet to the East side of a 12 foot right of way: thence with said East side of said right of way South 30° 44' East 100 feet to the beginning. Containing 0.56 acres, more or less. Being the same lot described in a deed from Oscar F. Siegert and wife unto Sharon Buinlding and Isabel Proctor, his wife, dated April 7, 1937 and recorded in Liber F.A.M. 163 folio 200. Being also the same lot described in a mortgage from Robert A. Proctor and wife unto Sharon Building and Loan Association, dated July 5, 1957 and recorded in Liber No. 1135 folio 142.

Terms of Sale: A deposit of $400.00 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; 6% interest to be paid upon unpaid charges to money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

ALBERT F. REISFELD
Attorney named in Mortgage
1414 Munsey Building
Baltimore 2, Md.

Robert H. Campbell,
Auctioneer
121 Prince George St.
Annapolis, Maryland
To May 22

LIBER 114 PAGE 100
OFFICE OF

THE STAR

GLEN BURNIE, MD., May 23, 1958

THIS IS TO CERTIFY, that the annexed advertisement of

Attorney's Sale

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 23rd day of May 1958, that is to say the same was inserted in the issues of May 8, 15, 22, 1958

STROMBERG PUBLICATIONS, Inc.
Publisher.

By Edith Greenwood

Substituted Mortgagee and Attorney's Bond. US 1-369

LIBER 9 PAGE 349

UNITED STATES CASUALTY COMPANY

LIBER 114 PAGE 101

60 JOHN STREET, NEW YORK

No. 12,388 Equity

Know All Men by These Presents:

That we R. Lewis Bainder - Tower Building - Baltimore 2, Maryland as Principal

and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand and no/100---------- 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 30th day of June in the year nineteen hundred and Fifty-eight

Whereas, the above bounden R. Lewis Bainder (Substituted Attorney)

by virtue of the power contained in a Mortgage from Robert A. Proctor and Isabelle S. Proctor to Sharon Building and Loan Association, Inc.

bearing date the 5th day of July nineteen hundred and fifty-seven and recorded among the Records of Anne Arundel County, in Liber No. 1135, Folio 142, and R. Lewis Bainder (Substituted Attorney)

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 R. Lewis Bainder 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

Anne E. Rowland

Attest:

Anne Lathroum

Anne Lathroum

R. Lewis Bainder (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By Samuel R. Zetzer, Attorney-In-Fact

Bond Approved this 2nd day of July 1958.

George T. Cromwell, Clerk

FILED

1958 JUL -2 AM 11:26

LIBER 114 PAGE 102

ROBERT h. CAMPBELL - - - Auctioneer

R. LEWIS BAINDER
Attorney At Law
1301 Tower Building
Baltimore 2, Maryland

ATTORNEY'S SALE

OF VALUABLE

REAL ESTATE

AND IMPROVEMENTS

CONSISTING OF A FRAME DWELLING AT SHADYSIDE, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of an order of the Circuit Court of Anne Arundel County, Equity No. 12398, the undersigned substituted attorney named in said order will offer for sale at public auction, at the Court House Door, Annapolis, Md., on

Thursday, July 24, 1958

AT 11 O'CLOCK A.M.

All that lot of ground and improvements thereon described as follows: Beginning for the same at a pipe in a ditch, which pipe is at the end of the third line of the conveyance from Lawrence Wilde and wife to Mary E. Siegert as recorded in Liber F.S.R. No. 10 folio 163 on the 23rd day of February 1927 and is on the east side of a 12 foot right of way, with use in common, leading through the whole lot, thence with said third line reversed, as now surveyed, North 70° 23′ East 238.8 feet to a stone in a ditch, thence with the outlines of the heirs of Charles W. Griner North 34° 39′ West 100 feet to a pipe; thence leaving Griner and running across the whole lot South 70° 49′ West 233.25 feet to the East side of a 12 foot right of way; thence with said East side of said right of way South 30° 44′ East 100 feet to the beginning. Containing 0.56 acres, more or less. Being the same lot described in a deed from Oscar F. Siegert and wife unto Robert A. Proctor and Isabel Proctor, his wife, dated April 7, 1937 and recorded in Liber F.A.M. 163 folio 200. Being also the same lot described in a mortgage from Robert A. Proctor and wife unto Sharon Building and Loan Association, dated July 5, 1957 and recorded in Liber No. 1135 folio 142.

Terms of sale: A deposit of $400.00 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; 6% interest to be paid upon unpaid balance from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

FILED
1958 JUL 30 PM 1:07

R. LEWIS BAINDER
Attorney named in Court Order
1301 Tower Building
Baltimore 2, Md.

LIBER 114 PAGE 103

REPORT OF SALE

SHARON BUILDING & LOAN ASSOCIATION, INC.

vs.

ROBERT A. PROCTOR and

ISABELL S. PROCTOR, his wife

DOCKET ..... FOLIO .....
CASE NO. 12398
FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY IN EQUITY

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

The Report of Sale of **R. Lewis Bainder, substituted Attorney** ~~Trustee~~ appointed by the decree in the above entitled cause, to make sale of **frame dwelling at Shady Side, Md., Anne Arundel County, as per attached hand bill** in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of **his** trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Evening Capitol

daily newspaper published in **Anne Arundel County** ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said ~~Trustee~~ **Substituted Attorney** did pursuant to said notice on **Thursday** the **24th** day of **July** 19 **58** at **11** o'clock **A.** M. ~~at the Courthouse door, Annapolis, Maryland~~ at the **Courthouse door, Annapolis, Maryland, then and there sold the specific property as described in the attached advertisement of sale, which is prayed to be taken as a part of this Report, to B. M. Hurwitz at and for the sum of $2,400.00, which price was the highest amount bid for the property.**

FILED
1958 JUL 30 PM 1:07

R. Lewis Bainder
Substituted Attorney

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 29th day of July 19 58 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared

R. LEWIS BAINDER, Substituted Attorney

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

ELINOR C. PAZORNIK NOTARY PUBLIC BALTIMORE, MD.

As witness my hand and Notarial Seal,

Elinor C. Pazornik
Notary Public.

10

LIBER 114 PAGE 104

ORDER NISI

DOCKET ..... FOLIO .....
CASE NO. 12398
FILED .....

SHARON BUILDING & LOAN ASSN., INC.

vs.

ROBERT A. PROCTOR and
ISABELL S. PROCTOR, his wife

IN THE

CIRCUIT COURT ~~No. 2~~

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY IN EQUITY

..... TERM, 19.....

1958 JUL 30 PM 1:07

ORDERED, That the sale of the property mentiond in these proceedings, made to B. M. Hurwitz and reported by R. Lewis Bainder, Substituted Attorney ~~Trustee~~ be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of September, 1958; provided a copy of this order be inserted in some daily newspaper, printed in ~~Baltimore City~~ Anne Arundel County, once in each of three successive weeks before the 2nd day of September, 1958.

The report states the amount of the sale to be $ 2,400.00

George T. Clemens
Clerk.

DOCKET ..... FOLIO .....
CASE No. .....
FILED .....

FINAL ORDER

ORDERED by the Circuit Court ~~No. 2 of Baltimore City~~ for Anne Arundel County, this 9th day of September, 1958, That the sale made and reported by the ~~Trustee~~ Substituted 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 order nisi passed in said cause; and the ~~Trustee~~ Substituted Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Benjamin Michaelson
Judge

FILED
1958 SEP 10 PM 2:20

11

OFFICE OF LIBER 114 PAGE 105

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 25, 1958

We hereby certify, that the annexed

Attorney's Sale

R. Lewis Bainder

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 24th day of July, 1958. The first insertion being made the 1st day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 AUG -5 P.M. 3:33

By [illegible]

R. LEWIS BAINDER
A. ney At Law
1301 Tower Building
Baltimore 2, Md.

ATTORNEY'S SALE

OF VALUABLE

REAL ESTATE
AND IMPROVEMENTS

Consisting Of A Frame Dwelling At
Shadyside, Anne Arundel Co., Maryland

Under and by virtue of an order of the Circuit Court of Anne Arundel County, Equity No. 12398, the undersigned substituted attorney named in said order will offer for sale at public auction, at the Court House door, Annapolis, Md.

THURSDAY JULY 24, 1958
At 11 o'clock A.M.

All that lot of ground and improvements thereon described as follows: Beginning for the same at a pipe in a ditch, which pipe is at the end of the third line of the conveyance from Lawrence Wilde and wife to Mary E. Siegert as recorded in Liber F.S.R. No. 10 folio 168 on the 23rd day of February 1927 and is on the east side of a 12 foot right of way, with use in common, leading through the whole lot, thence with said third line reversed, as now surveyed, North 70° 28' East 238.8 feet to a stone in a ditch, thence with the outlines of the heirs of Charles W. Griner North 34° 30' West 100 feet to a pipe; thence leaving Griner and running across the whole lot South 70° 40' West 238.23 feet to the East side of a 12 foot right of way; thence with said East side of said right of way South 30° 44' East 100 feet to the beginning. Containing 0.56 acres, more or less. Being the same lot described in a deed from Oscar F. Siegert and wife unto Robert A. Proctor and Isabel Proctor, his wife, dated April 7, 1937 and recorded in Liber E.A.N. 163 folio 200. Being also the same lot described in a mortgage from Robert A. Proctor and wife unto Sharon Building and Loan Association, dated July 5, 1957 and recorded in Liber No. 1135, folio 142.

Terms of sale: A deposit of $400.00 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; 6% interest to be paid upon unpaid balance from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

R. LEWIS BAINDER
Attorney named in Court Order
1301 Tower Building
Baltimore 2, Md.

ROBERT H. CAMPBELL --- Auctioneer

LIBER 114 PAGE 107

SHARON BUILDING & LOAN ASSN., INC.	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ROBERT A. PROCTOR and ISABELL S. PROCTOR, his wife	:	IN EQUITY
	:	No. 12,345

oooooooooooooooooooooooooooooo

CERTIFICATE AND REPORT OF SALE

Property: -	Frame Dwelling - Shady Side, Anne Arundel County, Md.
Sold To:	B. M. Hurwitz - 349 N. Calvert Street, Balto., Md.
Amount of Sale:	$2,400.00
Date of Sale:	July 24, 1958 - 11 A. M.
Place of Sale:	Courthouse door, Annapolis, Maryland

I, ROBERT H. CAMPBELL, Auctioneer, do hereby certify that the above Report of Sale was made by me and that B. M. Hurwitz was the highest bidder to whom the property was sold,

Robert H. Campbell

Robert H. Campbell, Auctioneer

B. M. Hurwitz, Purchaser

FILED

1958 AUG -7 PM 3:33

13

LIBER 114 PAGE 108 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. 12,398 Equity

Sharon Building and Loan Association, Inc.
Versus
ROBERT A. PROCTOR and ISABELL S. PROCTOR, his wife

Ordered, this 30th day of July, 1958, That the sale of the property in these proceedings mentioned made and reported by R. Lewis Bainder, Substituted Attorney BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of September next.

The report states that the amount of sale was $2,400.00.

GEORGE T. CROMWELL, Clerk
True TEST:
GEORGE T. CROMWELL, Clerk
A-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 8, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,398

Robert A. Proctor

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 September, 1958. The first insertion being made the 31st day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 3651 1958 SEP -9 PM 12:10 By H. Tilghman

14

LIBER 114 PAGE 109

In the Case of

Sharon Building and Loan Association, Inc.

VS.

Robert A. Proctor

and

Isabel S. Proctor, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,398 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 W. Fleming

Auditor.

October 24, 1958

FILED

1958 OCT 29 PM 12:28

5

Dr. Sharon Building and Loan Association, Inc. vs. Robert A. Proctor in ac.
and Isabel S. Proctor, his wife

To Attorney for fee, viz:	100	00		
To Attorney for Commissions, viz:	105	39	205	39
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	34	00		
Auditor - stating this account	13	50	57	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	70	56		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	26	32		
U.S. Casualty Co. - bond premium	12	00		
Robert H. Campbell - auctioneer's fee	60	00		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	1	37		
Kathryn M. Healy - notary fees		50		
Elinor C. Pazornik - notary fee		50	187	63
To Sharon Building and Loan Association, Inc., mortgagee - this balance on account mortgage claim	1,970	12	1,970	12
			2,420	64
Amount of first mortgage claim filed	2,454	55		
Interest on $2,376.61 from 6/2/58 to 7/24/58 - 52 days	20	60		
	2,475	15		
Cr. Amount allowed above	1,970	12		
Balance subject to decree in personam	505	03		

with

R. Lewis Bainder, Substituted Attorney

Cr.

1958				
July	24	Proceeds of Sale	2,400 00	
		Interest on deferred payment of $2,000.00 to 9/10/58	15 69	2,415 69
		Refund 1968 State and County taxes - 5 months 7 days	4 95	4 95
				2,420 64

ORDER NISI LIBER 114 PAGE 112

Sharon Building and Loan Association, Inc.

VERSUS

Robert A. Proctor and Isabel S. Proctor, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,398 Equity

FILED 1958 OCT 29 PM 12:28

ORDERED, This 29th 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 8th day of ~~November~~ December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of ~~November~~ December next.

George T. Cramer, Clerk
Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of December, 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 DEC -9 PM 3:19

Matthew P. Evans
Judge

LIBER 114 PAGE 113 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. 12,398 Equity

SHARON BUILDING AND LOAN ASSOCIATION, INC.
VERSUS
ROBERT A. PROCTOR and ISABEL S. PROCTOR, his wife

Ordered, this 29th 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 8th day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of December next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Order Nisi - Circuit Court - Eq 12398.

Robert A. Proctor

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of December, 1958. The first insertion being made the 6th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
No. M. G. 6837 1958 DEC -3 AM 11:59 By Mary Peter

19

LIBER 114 PAGE 114

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

SHARON BUILDING AND LOAN ASSOCIATION, INC.	IN THE
	CIRCUIT COURT
v.	FOR
	ANNE ARUNDEL COUNTY
ROBERT A PROCTOR and ISABEL S. PROCTOR, his wife	IN EQUITY No. 12398

. . . . . .

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 ALBERT F. REISFELD, Attorney at Law, and made oath in due form of law that he knows the Defendants herein, ROBERT A. PROCTOR and ISABEL S. PROCTOR, his wife, and to the best of his information, knowledge and belief that

A. Said Defendants are not nor were they at the time of the filing of the Foreclosure Proceedings in the above entitled case, in the Military Service of the United States; nor in the Military Service of any Nation allied with the United States;

B. Nor were either of said Defendants ordered to report for induction under the Service Training and Service Act of 1940, as amended;

C. Nor either of said Defendants a member of the Enlisted Reserve Corps, who were nor had been ordered to report for Military Service.

Albert F. Reisfeld

ALBERT F. REISFELD

Subscribed and sworn to before me this 9 day of December, 1958.

Notary Public

FILED

1958 DEC 10 AM 9:34

20

LIBER 114 PAGE 115

ORDER TO DOCKET SUIT

EDWARD A GREENSTEIN, ASSIGNEE PLAINTIFF VS. GEORGE G. HOLTHAUS and MABEL A. HOLTHAUS, his wife DEFENDANTS	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,691 Equity

Mr. Clerk:

Please docket the attached foreclosure proceeding and enter my appearance as attorney for Plaintiff.

Edward A. Greenstein

Edward A. Greenstein
Attorney for Plaintiff

FILED

1958 MAY 31 AM 9:57

LIBER 114 PAGE 116

LIBER 1136 PAGE 376

No. 12,691 Equity

This Mortgage Made this 16th day of July

in the year nineteen hundred and fifty-seven by and between

GEORGE G. HOLTHAUS and MABEL A. HOLTHAUS, his wife

of Anne Arundel County, in the State of Maryland, of the first part, Mortgagors, and

EDWARD A. GREENSTEIN, of Baltimore City, in the State of Maryland, of the second part, Mortgagee.

WHEREAS, the said Mortgagors stand justly and bona fide indebted unto the said Mortgagee, in the full and just sum of Two thousand three hundred and thirty one dollars & eightyone/cents ($2,331.81), being cash money this day loaned and advanced by the latter to the former, as part of the purchase price for the property hereinafter described, which said principal sum of mortgage indebtedness the said Mortgagors covenant and agree to repay unto the said Mortgagee ~~in monthly installments of twenty ($20.00) dollars, accounting from this date, together with the interest to accrue thereon at the rate of six percent (6%) per annum, payable monthly; and~~ three years after this date, together with interest at the rate of six per cent (6%) per annum to accrue thereon payable three years after this date, 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.

WHEREAS, it was a condition precedent to the granting of the aforesaid loan, to better secure the repayment thereof, together with the interest to accrue thereon, as and when the same become due and payable, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, his heirs, personal representatives, ~~successors~~ and assigns, all that lot or parcel of ground situate and lying in Anne Arundel County in the State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a pipe set on the north side of Mountain Road 40 feet wide, distant westerly 241.42 feet from the intersection formed by the north side of Mountain Road and the west side of Forest Drive 30 feet wide as laid out on the Plat of Bodkin Plains, recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, Folio 131, running thence binding on the north side of Mountain Road North 78 degrees 18 minutes West 80.0 feet to a pipe, thence North 28 degrees East 134.82 feet to a pipe thence North 68 degrees 25 minutes East 114.81 feet to a pipe; thence South 62 degrees East 12.73 feet to a pipe; thence South 9 degrees 15 minutee West 108.93 feet to a pipe; thence South 44 degrees 07 minutes West 100.9 feet to the point of beginning.

FILED

1958 MAY 31 AM 9:57

2

BEING the same lot of ground described in a deed from Edward A. Greenstein unto the within Mortgagors, of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto.

SUBJECT to the legal operation and effect of a mortgage from George G. Holthaus and Mabel A. Holthaus, his wife, unto Progress Federal Savings and Loan Association , of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, made to secure the repayment of the sum of $6,600.00 a default in which mortgage shall constitute and be a default in this mortgage.

#1 Assmt.

FOR VALUE RECEIVED, the Redwood Corporation, a body corporate, duly incorporated under the Laws of the State of Maryland, does hereby assign, without recourse, the within mortgage, together with the mortgage indebtedness due thereon unto Aard Homes Improvement Company, a body corporate.

WITNESS the corporate seal of Redwood Corporation and the signature of its duly authorized offical, this 20th day of May, 1958.

WITNESS:

Agnes B. Dixon

Agnes B. Dixon

REDWOOD CORPORATION

BY: Benjamin Brilliant

Benjamin Brilliant-President

IT IS AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that in the event of the transfer of the lot of ground hereby mortgaged, by voluntary or involuntary grant or assignment, or by operation of law or in any other manner, then the Mortgagee , his , heirs, personal representatives, successors and assigns in title, shall at any time after the change in title or ownership, have the right to demand the immediate payment of the unpaid part of the mortgage indebtedness and accrued interest; and upon failure thereupon to pay said unpaid principal and accrued interest, this mortgage shall be in default and the Mortgagee , shall be entitled to institute the foreclosure proceedings herein provided for. And it is agreed that the failure of the Mortgagee , his heirs, personal representatives, successors or assigns, to demand payment of the unpaid principal and accrued interest, after there be a change in title or ownership, as aforesaid, shall not be construed as a waiver of his , right to make and demand at any time thereafter. The Mortgagee , however, reserves to himself, his , heirs, personal representatives, successors or assigns in title, the right to consent from time to time to a change in title or ownership, such consent, however, only to be binding if made in writing.

IT IS FURTHER AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that the balance of the mortgage indebtedness hereby secured shall mature and become due and payable at the expiration of three years from the date hereof; and a failure on the part of the mortgagors so to pay the balance of this mortgage indebtedness and accrued interest thereon shall constitute and be a default in this mortgage.

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 said lot of ground, with the improvements and appurtenances aforesaid, unto the said Mortgagee , his heirs, personal representatives, successors and assigns, ~~as aforesaid~~, during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of such term forever; subject to the payment of the annual rent of $120.00, payable in equal semi annual installments on the 1st days of March and September, in each and every year.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all the covenants herein mentioned shall be performed, then this mortgage shall be void.

BUT upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

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 Public General Laws or any Public Local Laws of the State of Maryland, relating to mortgages, including any amendments, supplements, or additions thereto, do hereby consent to the passage of a decree by either of the Circuit or Chancery Courts of Baltimore City, in the State of Maryland, or by the Circuit or Chancery Court of the County, in the State of Maryland, in which the property herein lies, or where the greater portion thereof may lie, 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); or this mortgage may be foreclosed, and the property herein sold, by the mortagee , or his personal representatives, successors or assigns, or by ALBERT B. HUSS , its or their duly constituted attorney, after any such default shall have occurred, as aforesaid. 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 located; 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 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 , his personal representatives, successors, or assigns, hereunder, whether the same shall have matured or not; and, third, the balance, if any, to the said mortgagor s, their heirs, personal representatives, successors 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 s, their heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

AND it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor s, their heirs, personal representatives, successors or assigns shall have possession of the property, upon paying in the meantime all taxes and assessments, ground rents, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges the said Mortgagor s for their heirs, personal representatives, successors and assigns covenant to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee , or his agent. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor s, to the immediate appointment of a receiver of said property, 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 be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

AND the said mortgagors covenant to keep the improvements on the land insured against loss by fire and/or other hazards, casualties and contingencies, in an insurance company or companies selected by, and in the amount designated by the said mortgagee , and to cause all of the policies covering said premises to be so framed or indorsed with the usual New York standard mortgagee clause as in case of fire and/or other hazards, casualties and contingencies to inure to the benefit of the said mortgagee , his personal representatives, successors or assigns, to the extent of his lien or claim under this mortgage, and to deliver all of the policies covering said premises to the mortgagee. , to be kept by the mortgagee . And in the event of any loss by fire and/or other hazards, casualties and contingencies the insurance company or companies are hereby directed by the mortgagor s to make payment for such loss to the mortgagee only, and not to the mortgagors and mortgagee jointly; such payment to the mortgagee shall 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.

AND the said mortgagor s covenant to warrant specially the said property and to execute such further assurances thereof as may be requisite.

WITNESS the hand s and seal s of the said Mortgagor s, the day and year first above written.

WITNESS:

Sylvan J. Block

~~Agnes B. Dixon~~
Sylvan J. Block

SYLVAN J. BLOCK

A. M. Dunn

A. M. Dunn

George G. Holthaus (SEAL)
George G. Holthaus

Mabel A. Holthaus (SEAL)
Mabel A. Holthaus

(SEAL)

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this sixteenth day of July in the year one thousand nine hundred and fifty -seven before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared George G. Holthaus and Mabel A. Holthaus, his wife and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Edward A. Greenstein - - - - the within-named Mortgagee , and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; ~~[struck through]~~

AS WITNESS my hand and Notarial Seal.

Sylvan J. Block
Notary Public.
~~Agnes B. Dixon~~
SYLVAN J. BLOCK

FOR VALUE RECEIVED, I do hereby assign all my right, title and interest in and to the within mortgage, together with the mortgage indebtedness due thereon unto Redwood Corporation, a body corporate.

AS WITNESS my hand and seal this 16th day of July ,1957.

WITNESS:

Sylvan J. Block
~~Agnes B. Dixon~~
Sylvan J. Block

Edward A. Greenstein (SEAL)
Edward A. Greenstein

Rec'd for record July 22, 1957 at 9:42 AM.
Mailed to Edward A. Greenstein

SHORT ASSIGNMENT OF MORTGAGE

FROM REDWOOD CORPORATION TO AARD HOMES IMPROVEMENT COMPANY

SHORT ASSIGNMENT

AARD HOMES IMPROVEMENT COMPANY TO EDWARD A. GREENSTEIN, ATTORNEY.

BLOCK

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

Recorded in Liber M. L. P. No. ____ Folio ____ etc., one of the Records of Baltimore City, and examined.

Per ____ Clerk.

1958 MAY 29 PM 1:45

#7 Assnt

FOR VALUE RECEIVED the Aard Homes Improvement Company, a body corporate, does hereby assign the within mortgage unto Edward A. Greenstein, Attorney, for purpose of foreclosure.

WITNESS the corporate seal of Aard Homes Improvement Company and the signature of its duly authorized official, this 20th day of May, 1958.

AARD HOMES IMPROVEMENT COMPANY

WITNESS:

BY: Joseph Wright
Joseph Wright
Vice President.

A.M. Dunn

Assnt.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 JUL 22 AM 9:42
& RECORDED IN LIBER GTC NO 1136 FOLIO 379
GEO. T. CROMWELL, CLERK

LIBER 114 PAGE 120

EDWARD A. GREENSTEIN, ASSIGNEE

PLAINTIFF

vs.

GEORGE G. HOLTHAUS and
MABEL A. HOLTHAUS, his wife

DEFENDANTS

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 12,691 Equity

STATEMENT OF MORTGAGE DEBT

Leasehold Property on Mountain Road near Forest Drive, Subject to an annual ground rent of $120.00

July 16th, 1957, Mortgage Loan $2331.81

With interest at the rate of 6% per annum from July 16th, 1957

NOTE: Subject to a prior mortgage from the Defendants to the Progress Federal Savings & Loan Association, dated July 16, 1957, made to secure the repayment of the sum of $6600.00 (the exact balance due to be announced at time and place of sale)

Edward A. Greenstein

Edward A. Greenstein

ASSIGNEE

FILED

1958 JUN 26 AM 11:18

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 25th day of June in the year nineteen hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared - -

EDWARD A. GREENSTEIN, ASSIGNEE, -

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Agnes B. Dixon-Notary Public

NOTARY PUBLIC BALTIMORE

6

LIBER 9 PAGE 345

Trustee's Bond

LIBER 114 PAGE 121

Equity No 12,691

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Edward A. Greenstein, 540 Equitable Building, Baltimore 2, Maryland ..... as principal, and STANDARD ACCIDENT INSURANCE COMPANY a corporation of the State of Michigan, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Five Hundred and 00/100 ($2,500.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 25th day of June in the year of our Lord one thousand nine hundred and fifty eight.

WHEREAS, the above bounden Edward A. Greenstein by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell Leasehold property located on Mountain Road near Forest Drive, Anne Arundel County, Maryland mentioned in the proceedings in the case of Edward A. Greenstein, Assignee and Plaintiff

vs.

George A. Holthaus and Mabel A. Holthaus, His Wife

now pending in said Court:

Now the Condition of the above Obligation is such,

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

Signed, sealed and delivered in the presence of

Helen Agnes B. Dennis

Sue E. Bracy

Sue E. Bracy

Edward A. Greenstein (SEAL)

Edward A. Greenstein (SEAL)

STANDARD ACCIDENT INSURANCE COMPANY (SEAL)

By: Gertrude Erdman (SEAL)

Gertrude Erdman, Attorney-in-fact.

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the STANDARD ACCIDENT INSURANCE COMPANY a corporation of the State of Michigan does hereby constitute and appoint GERTRUDE ERDMAN or T. N. FERCIOT its attorney -in-fact to make, execute and deliver on its behalf as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said STANDARD ACCIDENT INSURANCE COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 20th day of July, 1954

ATTEST: T. L. Sedwick

T. L. Sedwick *Assistant Secretary*

By W. J. Nichols

L. K. Kirk *Vice President*

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

June 25, 19 58

W. J. Nichols

Assistant Secretary

B-895-H Ed. 6-1955

FILED

1958 JUN 27 PM 1:32

Bond Approved this 27th day of June 1958

George T. Cromwell Clerk

7

LIBER 114 PAGE 122

EDWARD A. GREENSTEIN, ASSIGNEE

PLAINTIFF

VS.

GEORGE G. HOLTHAUS and

MABEL A. HOLTHAUS, His Wife

DEFENDANTS

IN THE

CIRCUIT COURT OF

ANNE ARUNDEL COUNTY

No. 13,691 Equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF THE

CIRCUIT COURT OF ANNE ARUNDEL COUNTY:

The Report of Sale of Edward A. Greenstein, Assignee, appointed by the decree in the above entitled cause, to make sale of the leasehold property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was approved, and having given notice of the time place, manner and terms of sale, by advertisement in the newspaper published in Anne Arundel County for more than three successive weeks prededing the day of sale, said Assignee did pursuant to said notice on Monday, the 30th day of June, 1958, at 1 o'clock p.m., attend on the premises and then and there sold said leasehold property, subject to an annual ground rent of $120.00, unto The Aard Home Improvement Company, subject to a prior mortgage in the amount of $6865.67, at and for the sum of $100.00, it being at that price, the highest bidder therefor.

Edward A. Greenstein

Edward A. Greenstein
ASSIGNEE

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of July, in the year nineteen hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Edward A. Greenstein, Assignee, 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.

Agnes B. Dixon

Agnes B. Dixon
Notary Public

FILED

1958 JUL -3 AM 9:55

8

LIBER 114 PAGE 123

ORDER NISI

EDWARD A. GREENSTEIN, ASSIGNEE

versus

GEORGE G. HOLTHAUS and
MABEL A. HOLTHAUS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,691 Equity

Ordered, this 3rd day of July, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Edward A. Greenstein, Assignee xxxxxx

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

The report states that the amount of sale was xxxxxx $ 100.00

FILED 1958 JUL 3 AM 9:55

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EDWARD A. GREENSTEIN, ASSIGNEE

versus

GEORGE G. HOLTHAUS and
MABEL A. HOLTHAUS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of August, 1958 that the sale made and reported by the Assignee xxxxxx aforesaid, be and the same Finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee xxxxxxx allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Ennis
Judge

FILED
1958 AUG: 23

9

EDWARD S. GREENSTEIN
540 Equitable Bldg.
Baltimore, Md.

Assignee's Sale

MOUNTAIN ROAD

Leasehold Property

Ground Rent $120.00

Under and by virtue of a decree of the Circuit Court of Anne Arundel County in equity the undersigned assignee will sell at public auction on the premises

Monday,

June 30th, 1958

At 1 P.M., EDST

BEGINNING for the same at a pipe set on the north side of Mountain Road 40 feet wide, distant westerly 241.42 feet from the intersection formed by the north side of Mountain Road and the west side of Forest Drive 30 feet wide as laid out on the Plat of Bodkin Plains, recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, Folio 131, running thence binding on the north side of Mountain Road North 78 degrees 18 minutes West 80.0 feet to a pipe, thence north 28 degrees East 134.82 feet to a pipe, thence north 68 degrees 25 minutes East 114.81 feet to a pipe; thence south 62 degrees East 12.73 feet to a pipe; thence south 9 degrees 15 minutes West 108.93 feet to a pipe; thence south 44 degrees 07 minutes West 100.9 feet to the point of beginning; Subject to an annual ground rent of $120.00. And improved by frame dwelling property.

This property is being sold subject to the legal operation and effect of a prior mortgage, the exact amount due thereon will be announced at the time of sale.

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

EDWARD A. GREENSTEIN,
Assignee.

10 MICHAEL FOX, Auctioneer
American Bldg., Baltimore 2, Md.
MU. 5-2288

Ju-26

LIBER 114 PAGE 124

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 12691

Mountain Road

Leasehold Property

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of June, 1958. The first insertion being made the 5th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUL -9 PM 3:23 By H. Tilghman

LIBER 114 PAGE 125 OFFIC OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,691 Equity

EDWARD A. GREENSTEIN, Assignee
VERSUS
GEORGE G. HOLTHAUS and MABEL A. HOLTHAUS, his wife

Ordered, this 3rd day of July, 1958. That the sale of the property in these proceedings mentioned, made and reported by Edward A. Greenstein, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of August next.

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

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Jy-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1958

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12691

George G. Holthaus

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 16th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 2701 1958 AUG -5 PM 3:19 By Marie Yates

11

LIBER 114 PAGE 126

Milit. Affidavit under Soldiers' and S ors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

EDWARD A. GREENSTEIN, ASSIGNEE

PLAINTIFF

vs.

GEORGE G. HOLTHAUS and

MABEL A. HOLTHAUS, his wife

DEFENDANTS

IN THE

Circuit Court

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

Equity Docket 17 Fol. 333

CASE NO. 12691

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 Edward A. Greenstein Assignee

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 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 ~~has~~ have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

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

Edward A. Greenstein

Affiant.

Edward A. Greenstein - Assignee

Subscribed and sworn to before me this 2nd day of Sept. 19 58

Agnes B. Dixon

Notary Public

Agnes B. Dixon

FILED

1958 SEP -4 PM 3:41

12

In the Case of

Edward A. Greenstein,
Assignee
vs.
George G. Holthaus
and
Mabel A. Holthaus, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,691 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 N. Dickling
Auditor

October 28, 1958

FILED

1958 OCT 31 AM 10:27

Dr. in ac.

Edward A. Greenstein, Assignee vs. George G. Holthaus and Mabel A. Holthaus, his wife

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	7	00	107	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	42	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Standard Accident Ins. Co.-bond premium	10	00		
Michael Fox - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	35		
One-half State documentary stamps	3	35		
Agnes B. Dixon - notary fees	1	50	99	72
To Assignee for Taxes, viz: 1958 State and County taxes ($44.47) - adjusted - 6 months	22	24	22	24
To Assignee for Ground rent, viz: Annual ground rent of $120.00 from 3/1/58 to 6/30/58 - 3 months	30	00	30	00
			310	46
Amount of mortgage claim filed	2,331	81		
Interest at 6% from 7/16/57 to 6/30/58 - 11 months 14 days	134	46		
Overpayment by Assignee, as above	210	46		
Total subject to decree in personam	2,676	73		

14

with

Edward A. Greenstein, Assignee

Cr.

1958				
June	30	Proceeds of Sale	100 00	100 00
		OVERPAYMENT BY ASSIGNEE	210 46	210 46
				310 46

5

ORDER NISI LIBER 114 PAGE 130

Edward A. Greenstein,
Assignee
VERSUS
George G. Holthaus
and
Mabel A. Holthaus, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,691 Equity.

ORDERED, This 31st 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 8th day of ~~November~~ December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of ~~November~~ December next.

FILED
1958 OCT 31 AM 10:27

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of December, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 DEC -9 PM 3:10

Matthew S. Crane
Judge

LIBER 114 PAGE 131 OFFIC OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,691 Equity

EDWARD A. GREENSTEIN, Assignee
VERSUS
GEORGE G. HOLTHAUS and MABEL A. HOLTHAUS, his wife

Ordered, this 31st 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 8th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of December next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Order Nisi - Aud. Rect. Eq 12691

George G. Holthaus

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of December, 1958. The first insertion being made the 6th day of November, 1958.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 1.0 1958 DEC -3 AM 11:59

By Marie Late

17

LIBER 114 PAGE 132

ORDER TO DOCKET SUIT

EDWARD A. GREENSTEIN, ASSIGNEE PLAINTIFF VS. GEORGE G. HOLTHAUS and MABEL A. HOLTHAUS, his wife DEFENDANTS	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,692 Equity

Mr. Clerk:

Please docket the attached foreclosure proceedings and enter my appearance as attorney for Plaintiff.

Edward A. Greenstein

Edward A. Greenstein
Attorney for Plaintiff

FILED

1958 MAY 31 AM 9:57

LIBER 114 PAGE 133

LIBER 1136 PAGE 372 No. 12,692 Equity

This Mortgage Made this sixteenth day of July

in the year nineteen hundred and FIFTY*SEVEN by and between

GEORGE G. HOLTHAUS and MABEL A. HOLTHAUS, his wife.

of Anne Arundel County in the State of Maryland, of the first part, Mortgagor s, and REDWOOD CORPORATION, a body corporate, duly incorporated under the Laws of the State of Maryland,- - - of the

second part, Mortgagee .

WHEREAS, the said Mortgagors stand justly and bona fide indebted unto the said Mortgagee, in the full and just sum of Twenty-Nine Hundred and Ninety ($2990.00) Dollars, being cash money this day loaned and advanced by the latter to the former as part of the purchase price for the property hereinafter described and which said principal sum the said Mortgagors covenant and agree to repay unto the said Mortgagee two years from the date hereof, together with the interest to accrue thereon at the rate of six percent per annum, payable quarterly; 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.

WHEREAS, it was a condition precedent to the granting of the aforesaid loan, to better secure the repayment thereof, together with the interest to accrue thereon, as and when the same become due and payable, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee its successors

~~and personal representatives~~, successors and assigns, *in fee simple, all* that lot or parcel of ground situate and lying in Anne Arundel County in the State of Maryland, ~~and Nox~~

and described as follows, that is to say:

BEGINNING for the same at a pipe set on the north side of Mountain Road 40 feet wide, distant westerly 241.42 feet from the intersection formed by the north side of Mountain Road and the west side of Forest Drive 30 feet wide, as laid out on the Plat of Bodkin Plains, recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, Folio 131, running thence north 44 degrees 07 minutes East 100.9 feet to a pipe, thence north 9 degrees 15 minutes East 90 feet to a pipe, thence south 62 degrees East 100 feet, thence south 28 degrees West 149 feet, more or less, to the north side of Mountain Road, thence westerly binding on the north side of said road 120 feet, more or less, to the point of beginning, as prepared by Wesley W. Tarr Land Surveyor, dated July 5, 1957, ~~and being known as Lot No. 13.~~

FILED

1958 MAY 31 AM 9:57

2

BEING the same lot of ground described in a deed from Redwood Corporation unto the within Mortgagors, of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

~~SUBJECT to the legal operation and effect of a mortgage from George T. Holthaus and wife to [redacted] of even date herewith, and recorded among the Land Records of Anne Arundel County immediately prior hereto, made to secure the repayment of the sum of $[redacted], a default in which mortgage shall constitute and be a default in this mortgage.~~

IT IS AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that in the event of the transfer of the lot of ground hereby mortgaged, by voluntary or involuntary grant or assignment, or by operation of law or in any other manner, then the Mortgagee , its , heirs, personal representatives, successors and assigns in title, shall at any time after the change in title or ownership, have the right to demand the immediate payment of the unpaid part of the mortgage indebtedness and accrued interest; and upon failure thereupon to pay said unpaid principal and accrued interest, this mortgage shall be in default and the Mortgagee . shall be entitled to institute the foreclosure proceedings herein provided for. And it is agreed that the failure of the Mortgagee ,its heirs, personal representatives, successors or assigns, to demand payment of the unpaid principal and accrued interest, after there be a change in title or ownership, as aforesaid, shall not be construed as a waiver of its , right to make and demand at any time thereafter. The Mortgagee , however, reserves to its-self , its , heirs, personal representatives, successors or assigns in title, the right to consent from time to time to a change in title or ownership, such consent, however, only to be binding if made in writing.

IT IS FURTHER AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that the balance of the mortgage indebtedness hereby secured shall mature and become due and payable at the expiration of 2 years from the date hereof; and a failure on the part of the mortgagor so to pay the balance of this mortgage indebtedness and accrued interest thereon shall constitute and be a default in this mortgage.

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 said lot of ground, with the improvements and appurtenances aforesaid, unto the said Mortgagee , its heirs, personal representatives, successors and assigns, *in fee simple*, during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of such term forever, subject to the payment of the annual rent of

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all the covenants herein mentioned shall be performed, then this mortgage shall be void.

BUT upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

AND the said mortgagor s, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other Public General Laws or any Public Local Laws of the State of Maryland, relating to mortgages, including any amendments, supplements, or additions thereto, do hereby consent to the passage of a decree by either of the Circuit or Chancery Courts of Baltimore City, in the State of Maryland, or by the Circuit or Chancery Court of the County, in the State of Maryland, in which the property herein lies, or where the greater portion thereof may lie, 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); or this mortgage may be foreclosed, and the property herein sold, by the mortagee , or its personal representatives, successors or assigns, or by ALBERT B. HUSS , its or their duly constituted attorney, after any such default shall have occurred, as aforesaid. 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 located; 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 Fifty 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 personal representatives, successors, or assigns, hereunder, whether the same shall have matured or not; and, third, the balance, if any, to the said mortgagor s, their heirs, personal representatives, successors 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 s, their heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

AND it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor s, their heirs, personal representatives, successors or assigns shall have possession of the property, upon paying in the meantime all taxes and assessments, ground rents, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges the said Mortgagor s for their heirs, personal representatives, successors and assigns covenant to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee , or its agent. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor s, to the immediate appointment of a receiver of said property, 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 be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

AND the said mortgagor s covenant to keep the improvements on the land insured against loss by fire and/or other hazards, casualties and contingencies, in an insurance company or companies selected by, and in the amount designated by the said mortgagee , and to cause all of the policies covering said premises to be so framed or indorsed with the usual New York standard mortgagee clause as in case of fire and /or other hazards, casualties and contingencies to inure to the benefit of the said mortgagee , its personal representatives, successors or assigns, to the extent of its lien or claim under this mortgage, and to deliver all of the policies covering said premises to the mortgagee , to be kept by the mortgagee . And in the event of any loss by fire and/or other hazards, casualties and contingencies the insurance company or companies are hereby directed by the mortgagor s to make payment for such loss to the mortgagee only, and not to the mortgagor s and mortgagee jointly; such payment to the mortgagee shall 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.

AND the said mortgagor s covenant to warrant specially the said property and to execute such further assurances thereof as may be requisite.

WITNESS the hand s and seal s of the said Mortgagor s, the day and year first above written.

WITNESS:

Edward A. Greenstein

A. M. Dunn

George T. Holthaus (SEAL)

Mabel A. Holthaus (SEAL)

(SEAL)

(SEAL)

4

LIBER 114 PAGE 136

LIBER 1136 PAGE 375

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this sixteenth day of July in the year one thousand nine hundred and fifty ~~-~~seven before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared George T. Holthaus and Mabel A. Holthaus, his wife and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Benjamin Brilliant President of Redwood Corporation, the within-named Mortgagee , and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; ~~and also made oath that~~ ~~is the agent of the mortgagee and is duly authorized to make this affidavit~~

AS WITNESS my hand and Notarial Seal.

Edward A. Greenstein

Notary Public.

~~Agnes B. Dixon~~

Edward A. Greenstein

Rec'd for record July 22 1957 at 9.42 A.M.

Mailed to Edward A. Greenstein

SHORT ASSIGNMENT OF MORTGAGE

FROM REDWOOD CORPORATION

TO EDWARD A. GREENSTEIN, ATTORNEY.

BLOCK

Received for Record ... at ... o'clock ... M. Same day ... Recorded in Liber M.L.P. No. ... Folio ... etc. one of the ... Records of Baltimore City, and examined.

Per ... Clerk.

FOR VALUE RECEIVED, the Redwood Corporation, a body corporate, duly incorporated under the Laws of the State of Maryland, does hereby assign the within mortgage unto Edward A. Greenstein, Attorney, for purpose of foreclosure.

WITNESS the corporate seal of Redwood Corporation and the signature of Benjamin Brilliant, President, this 20th day of May, 1958.

REDWOOD CORPORATION,

BY: Benjamin Brilliant

Benjamin Brilliant-President

WITNESS:

Agnes B. Dixon

Agnes B. Dixon

LIBER 114 PAGE 137

EDWARD A. GREENSTEIN, ASSIGNEE,

PLAINTIFF

vs.

GEORGE G. HOLTHAUS and
MABEL A. HOLTHAUS, his wife

DEFENDANTS

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY.

No. 12,692 Equity

STATEMENT OF MORTGAGE DEBT

Vacant Lot North side Mountain Road 241.42 feet, more or less, West of Forest Drive, 100 foot front, more or less, with an irregular depth

July 16, 1957, Mortgage Loan $2990.00

With interest from July 16th, 1957, @ 6% per annum.

Edward A. Greenstein

Edward A. Greenstein

ASSIGNEE

FILED

1958 JUN 26 AM 11:18

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 25th day of June in the year nineteen hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Edward A. Greenstein, Assignee

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Agnes B. Dixon

Agnes B. Dixon- Notary Public

6

LIBER 114 PAGE 138

LIBER 9 PAGE 346

Trustee's Bond

Equity No. 12,692

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Edward A. Greenstein, 540 Equitable Building, Baltimore 2, Maryland as principal, and STANDARD ACCIDENT INSURANCE COMPANY a corporation of the State of Michigan, 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, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 25th day of June in the year of our Lord one thousand nine hundred and fifty-eight.

WHEREAS, the above bounden Edward A. Greenstein by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell Vacant land on the North side of Mountain Road West of Forest Drive, Anne Arundel County, Maryland mentioned in the proceedings in the case of Edward A. Greenstein, Assignee and Plaintiff

vs.

George A. Holthaus and Mabel A. Holthaus, His Wife

now pending in said Court:

Now the Condition of the above Obligation is such,

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

Witness: Agnes B. Dixon

Signed, sealed and delivered in the presence of

Sue E. Bracy

Sue E. Bracy

Edward A. Greenstein (SEAL)

Edward A. Greenstein (SEAL)

STANDARD ACCIDENT INSURANCE COMPANY (SEAL)

By: Gertrude Erdman (SEAL)

Gertrude Erdman, Attorney-in-fact.

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the STANDARD ACCIDENT INSURANCE COMPANY a corporation of the State of Michigan does hereby constitute and appoint GERTRUDE ERDMAN or T. N. FERCIOT its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said STANDARD ACCIDENT INSURANCE COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 20th day of July, 1954

ATTEST: T. L. Sedwick

T.L.Sedwick *Assistant Secretary*

By L. K. Kirk *Vice President*

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

June 25, 1958

W. J. Nichols *Assistant Secretary*

B-895-H Ed. 6-1956

FILED

1958 JUN 27 PM 1:32

Bond Approved this 27th day of June 1958.
George T. Cromwell, Clerk

7

LIBER 114 PAGE 139

EDWARD A. GREENSTEIN, ASSIGNEE
PLAINTIFF
vs
GEORGE G. HOLTHAUS and
MABEL A. HOLTHAUS, His wife
DEFENDANTS

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
No. 12,693 Equity

REPORT OF SALE

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

The Report of Sale of Edward A. Greenstein, Assignee, appointed by the decree in the above entitled cause, to make sale of the Vacant Lot, Mountain Road, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was approved, and having given notice of the time, place, manner and terms of sale, by advertisement in the newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Assignee did pursuant to said notice on Monday, the 30th day of June, 1958, at 1.15 p.m., attend on the premises and then and there sold said Vacant Lot unto Redwood Corporation, in fee simple, at and for the sum of $150.00, it being, at that price, the highest bidder therefor.

Edward A. Greenstein
ASSIGNEE

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Edward A. Greenstein Assignee, 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.

Agnes B. Dixon- Notary Public

FILED
1958 JUL -3 AM 10:24

8

ORDER NISI

LIBER 114 PAGE 140

EDWARD A. GREENSTEIN, ASSIGNEE

versus

GEORGE G. HOLTHAUS and
MABEL A. HOLTHAUS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,692 Equity

Ordered, this 3rd day of July, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Edward A. Greenstein, Assignee xxxxxx

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

The report states that the amount of sale was xxxxx $ 150.00

FILED 1958 JUL 3 AM 10:24 Clerk.

True Copy.

TEST: George T. Cromwell Clerk.

(Final Order)

EDWARD A. GREENSTEIN, ASSIGNEE

GEORGE G. HOLTHAUS and
MABEL A. HOLTHAUS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED [illegible] this day [illegible], 19 [illegible] Assignee xxxxx aforesaid, be and the [illegible] hereby Finally Ratified and Confirmed [illegible] contrary having been shown, although due notice appears to have been given as required by the Order [illegible] Assignee xxxxx allowed the usual commission and such proper expenses [illegible] all pro[illegible]

Judge

9

EDWARD A. GREENSTEIN
540 Equitable Bldg.
Baltimore, Md.

Assignee's Sale

MOUNTAIN ROAD VACANT LOT

Under and by virtue of a decree of the Circuit Court of Anne Arundel County in equity the undersigned assignee will sell at public auction on the premises

Monday,

June 30th, 1958

At 1:15 P.M., EDST

BEGINNING for the same at a pipe set on the north side of Mountain Road 40 feet wide, distant westerly 241.42 feet from the intersection formed by the north side of Mountain Road and the west side of Forest Drive 30 feet wide, as laid out on the Plat of Bodkin Plains, recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, Folio 131, running thence north 44 degrees, 07 minutes East 100.9 feet to a pipe, thence north 9 degrees 15 minutes East 90 feet to a pipe, thence south 62 degrees East 100 feet, thence south 28 degrees West 149 feet, more or less, to the north side of Mountain Road, thence westerly binding on the north side of said road 120 feet, more or less, to the point of beginning, as prepared by Wesley W. Tarr, Land Surveyor, dated July 5, 1957. Fee Simple.

TERMS OF SALE: A cash deposit of $300.00 will be required of purchaser at the time and place of sale: BALANCE of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

EDWARD A. GREENSTEIN,
Assignee.
MICHAEL FOX, Auctioneer
American Bldg., Baltimore 2, Md.
MU. 5-2288 Ju-26

No. M. G. 3149 ... 1958

LIBER 114 PAGE 141 OFFICE O.

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 12.6-2

Mountain Road

Vacant Lot.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of June, 1958. The first insertion being made the 5th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

JUL -9 PM 3:23 By H. Tilghman

10

LIBER 114 PAGE 142 OFFICE 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 Nisi - Sale - Eq. 12692

George G. Holthaus

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of August, 1958. The first insertion being made the 10th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,692 Equity

EDWARD A. GREENSTEIN, Assignee
VERSUS
GEORGE G. HOLTHAUS and MABEL A. HOLTHAUS, his wife

Ordered, this 3rd day of July, 1958. That the sale of the property in these proceedings mentioned, made and reported by Edward A. Greenstein, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of August next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of August next.

The report states that the amount of sale was $150.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Jy-31

FILED
AUG -5 PM 3:19

No. M. G. 4402 1958

11

Milit r Affidavit under Soldiers' and S 'ors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

EDWARD A. GREENSTEIN, ASSIGNEE

PLAINTIFF

vs.

GEORGE G. HOLTHAUS and
MABEL A. HOLTHAUS, his wife

DEFENDANTS

LIBER 114 PAGE 143
IN THE

Circuit Court

OF
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
Equity Docket 17, Folio 333

CASE NO. 12692

~~Docket XXXXXXXX Folio XX~~

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 Edward A. Greenstein, Assignee

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 defendant~~is~~s are not in the military service of the United States,

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

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

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

Edward A. Greenstein
Affiant.
Edward A. Greenstein
Assignee

Subscribed and sworn to before me this 2nd day of Sept 19 58

Agnes B. Dixon
Notary Public
Agnes B. Dixon

FILED
1958 SEP -4 PM 3:41

12

EDWARD A. GREENSTEIN, ASSIGNEE		IN THE
PLAINTIFF		CIRCUIT COURT OF
VS.		ANNE ARUNDEL COUNTY
GEORGE G. HOLTHAUS and		EQUITY DOCKET 17,
MABEL A. HOLTHAUS, his wife		FOLIO 333
DEFENDANTS		CASE NO. 12692

AMENDED REPORT OF SALE

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

The Amended Report of Sale of Edward A. Greenstein, Assignee, appointed by the decree in the above entitled cause, to make sale of the Vacant Lot, Mountain Road, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was approved, and having given notice of the time, place, manner and terms of sale, by advertisement in the newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Assignee did pursuant to said notice on Monday, the 30th day of June, 1958, at 1.15 p.m., attend on the premises and then and there sold said Vacant Lot unto Redwood Corporation, in fee simple, at and for the sum of $1,500.00, it being, at that price, the highest bidder therefor.

Edward A. Greenstein

Edward A. Greenstein-Assignee

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of September, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Edward A. Greenstein, Assignee, 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.

Agnes B. Dixon

Agnes B. Dixon- Notary Public

FILED

1958 SEP -4 PM 3:41

ORDER NISI

LIBER 114 PAGE 145

EDWARD A. GREENSTEIN, Assignee

versus

GEORGE G. HOLTHAUS and
MABEL A. HOLTHAUS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,692 Equity

Ordered, this 4th day of September, 1958, That the sale of the Property in these proceedings mentioned made and reported by Edward A. Greenstein, Assignee ~~XXXXXX~~, in the Amended Report of Sale filed September 4, 1958,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of October next.

The Amended report states that the amount of sales ~~XXXXXX~~ was $1,500.00

FILED 1958 SEPT -4 PM 3:41

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EDWARD A. GREENSTEIN, Assignee

versus

GEORGE G. HOLTHAUS and
MABEL A. HOLTHAUS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of October, 1958, that the sale made and reported by the ~~XXXXX~~ Assignee aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~XXXXX~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1958 OCT 30 AM 9:50

Benjamin Michaelson
Judge

14

LIBER 114 PAGE 146 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. 12,692, Equity

EDWARD A. GREENSTEIN, Assignee
VERSUS
GEORGE G. HOLTHAUS and MABEL A. HOLTHAUS, his wife

Ordered, this 4th day of September, 1958, That the sale of the property in these proceedings mentioned made and reported by Edward A. Greenstein, Assignee in the Amended Report of Sale filed September 4, 1958, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of October next.

The Amended report states that the amount of sale was $1,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 29, 1958

We hereby certify, that the annexed

Order Nisi Amended
Report of Sale
Eq. 12,692
George G. Holthaus

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of October, 1958. The first insertion being made the 11th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED

No. M. G. 1958 OCT 29 PM 3:22

15

LIBER 114 PAGE 147

In the Case of

Edward A. Greenstein,
Assignee
vs.
George G. Holthaus
and
Mabel A. Holthaus, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,692 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.

October 31, 1958

Laura H. Tickling
Auditor

Dr. in ac.

Edward A. Greenstein, Assignee vs. George G. Holthaus and Mabel A. Holthaus, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	76	50	126	50
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 first order	37	52		
Capital-Gazette Press - nisi on sale second order	8	00		
Capital-Gazette Press - nisi on sale	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Clerk of Court - recording assignment	1	00		
Standard Accident Insurance Co. - bond premium	12	00		
Michael Fox - auctioneer's fee	25	00		
One-half Federal documentary stamps		83		
One-half State documentary stamps		82		
Agnes B. Dixon - notary fees	1	50	100	67
To Redwood Corporation, mortgagee -				
this balance on account mortgage claim	1,229	58	1,229	58
			1,510	00
Amount of mortgage claim filed	2,990	00		
Interest at 6% from 7/16/57 to 6/30/58 - 11 months 14 days	171	43		
	3,161	43		
Cr. Amount allowed above	1,229	58		
Balance subject to decree in personam	1,931	85		

17

with

LIBER 114 PAGE 149

Edward A. Greenstein, Assignee

			Dr.	Cr.
1958				
June	30	Proceeds of Sale	1,500 00	1,500 00
		Refund 1958 State and County taxes adjusted to 6/30/58	10 00	10 00
			1,510 00	

18

FILED
NOV-5 PM 2:07

LIBER 114 PAGE 150

ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Edward A. Greenstein,
Assignee

VERSUS

George G. Holthaus
and
Mabel A. Holthaus, his wife

No. 12,692 Equity.

ORDERED, This 5th day of November, 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 15th day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of December next.

George F. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of December, 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 DEC 17 AM 10:17

Judge

LIBER 114 PAGE 151 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. 12,692 Equity

EDWARD A. GREENSTEIN, Assignee

Versus

GEORGE G. HOLTHAUS and MABEL A. HOLTHAUS, his wife

Ordered, this 15th day of November, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of December next.

GEORGE T. CROMWELL
Clerk,

True Copy: Test;
GEORGE T. CROMWELL
Clerk.

N-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 12692

George G. Holthaus

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 December, 1958. The first insertion being made the 13th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 DEC -3 AM 11:58

By Marie Pate

No. M. G. 6759

20

LIBER 114 PAGE 152

In the matter of the mortgaged : No. 12,804 Equity
real estate of Amos Crawford and : In the Circuit Court for
Genevieve Crawford, his wife : Anne Arundel County

Mr. Clerk,

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

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

FILED

1958 AUG 13 PM 3:44

LIBER 114 PAGE 153

PURCHASE MONEY

MORTGAGE

LIBER 938 PAGE 83

No. 12,804 Equity

THIS MORTGAGE, Made this 20th day of June, A. D. 19 55, by and between AMOS CRAWFORD and GENEVIEVE CRAWFORD, his wife,

of Anne Arundel County, in the state of Maryland, herinafter called the Mortgagor, and THE ANNAPOLIS BANKING AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

Whereas, the said Mortgagors are indebted unto the said Mortgagee in the full and just sum of THREE THOUSAND SIX HUNDRED DOLLARS ($3,600.00), as evidence of which the said Mortgagors have this day passed unto the said Mortgagee their promissory note for said sum payable ten years after date, with interest thereon at the rate of five per centum (5%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the Mortgagors shall pay the monthly sum of THIRTY EIGHT DOLLARS AND NINETEEN CENTS ($38.19) including interest at the rate aforesaid on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and,

Whereas, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the 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; and,

Whereas, this mortgage shall also secure for future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the sum of One Dollar, the said Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple,

ALL that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 134, as shown on a plat of Sylvan Shores recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 28, formerly Plat Cabinet 1, Rod W, Plat 3.

BEING the same property conveyed to the within-named Mortgagors by William E. Daugherty and Ruth R. Daugherty, 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 DEC 3 PM 1:04

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2

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

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

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Morgagee 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, 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 he will pay all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, 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 hereinbefore specifically mentioned and shall be secured by this mortgage.

2. 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.

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least Three Thousand Six Hundred - - - - - - - - - - - - Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

5. 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.

6. 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.

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or Wm. W. Townshend, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Cne Hundred Dollars ($ 100.00) and a commisssion to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompained by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefore, legal tender to be made of said principal, interest, costs, expenses and commission.

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 bodies corporate shall be considered neuter gender.

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

Witness:

William W. Townshend Jr. — Amos Crawford (SEAL)
William W. Townshend Jr. — Amos Crawford

Genevieve Crawford (SEAL)
Genevieve Crawford

(SEAL)

(SEAL)

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LIBER 114 PAGE 156

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit: LIBER 938 PAGE 86

I HEREBY CERTIFY, That on this 20th day of June, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Amos Crawford and Genevieve Crawford, his wife,

the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Wm. W. Townshend, Jr., the Attorney 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 W. Townshend
Notary Public

William W. Townshend, Jr.

(2)

Recorded- 20th June, 1955, at 2:50 P.M.

MORTGAGE

AMOS CRAWFORD AND
GENEVIEVE CRAWFORD,
HIS WIFE

...TO...

The Annapolis Banking and Trust Company

Received for Record 20 day of June 1955 at 2:50 P.M. and the same duly recorded in Liber J.H.H. No. 938 Fol. 86, Records of Anne Arundel County

JOHN H. HOPKINS, Jr. Clerk

WM. W. TOWNSHEND, JR.
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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

LIBER 114 PAGE 157

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

OF

No. 12,804 Equity

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Amos Crawford and Genevieve Crawford, his wife, dated June 20, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 938, Folio 83, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

TUESDAY, SEPTEMBER 16, 1958

at 10:00 o'clock A.M.

All that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland,

Known and designated as Lot No. 134, as shown on a plat of Sylvan Shores recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 28.

Being the same property conveyed unto Amos Crawford and Genevieve Crawford, his wife, by deed dated June 20, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 938, Folio 80, from William E. Daugherty and Ruth R. Daugherty, his wife.

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

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Maryland Gazette Press
August 21 and 28 (1958)
September 4 and 11 (1958)
Capital Gazette Press
September 12 (1958)

FILED

1958 AUG 13 PM 3:44

6

LIBER 114 PAGE 158

In the matter of the mortgaged * No. 12.804 Equity
real estate of Amos Crawford and * In the Circuit Court for
Genevieve Crawford, his wife * Anne Arundel County

* * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

(1) Said Defendant is not in the military service of the United States,

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

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

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

William W. Townshend, Jr.
Attorney named in mortgage

Subscribed and sworn to before me, this 22nd day of August, 1958.

Grace Senseney
Grace Senseney, Notary Public

My commission expires 5/4/59.

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED

1958 AUG 29 PM 12:07

7

LIBER 114 PAGE 159

In the matter of the mortgaged * No. 12,804 Equity
real estate of Amos Crawford and * In the Circuit Court for
Genevieve Crawford, his wife * Anne Arundel County

* * *

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Amos Crawford and and Genevieve Crawford, his wife, dated June 20, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 938, folio 83.....$3600.00

Total amount paid on principal..... 847.24

$2752.76

Interest 4/15/58 to 9/1/58.....$ 52.83
Interest 9/1/58 to 9/15/58..... 5.85
Fire Insurance Premium paid 5/9/58..... 54.00

$112.68..... 112.68

Total amount of mortgage indebtedness.....$2865.44

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 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 he acknowledged the foregoing 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., MD.

FILED

1958 AUG 29 PM 12:07

8

LIBER 114 PAGE 160

LIBER 9 PAGE 400

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND No. 12,804 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, WILLIAM W. TOWNSHEND, JR. **, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of** FIVE THOUSAND DOLLARS ($5,000.00) - ---------- **current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this** 27th **day of** August **, 1958 .**

WHEREAS, by virtue of a power of sale contained in a mortgage from Amos Crawford and Genevieve Crawford, his wife, ---------- **bearing date on or about** the 20th day of June, 1955 ---------**the said** William W. Townshend, Jr. ---- **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** William W. Townshend, Jr. - **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 William W. Townshend, Jr. ---------- **does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.**

SIGNED, sealed and delivered in the presence of

(SEAL)
William W. Townshend, Jr. PRINCIPAL
GLOBE INDEMNITY COMPANY, a body corporate
By
John R. Hopkins, IV, Attorney-in-fact
SURETY

Grace Senseney
Grace Senseney, as to both

Bond Approved this 27th day of August 1958.
George T. Cromwell, Clerk

FILED
1958 AUG 27 AM 11:45

9

WILLIAM W. TOWNSHEND, JR.,
Attorney
Towns-Worth Building,
South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Amos Crawford and Genevieve Crawford, his wife, dated June 20, 1955 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 938, Folio 83, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Tuesdoy,

September 16, 1958

at 10:00 o'clock A.M.

All that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland.

Known and designated as Lot No. 134, as shown on a plat of Sylvan Shores recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 20.

Being the same property conveyed unto Amos Crawford and Genevieve Crawford, his wife, by deed dated June 20, 1955 and recorded among the aforesaid Land Records in Liber J. H. H. 938, Folio 80, from William E. Daugherty and Ruth R. Daugherty, his wife.

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

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

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.,
Attorney.
Towns-Worth Building,
South Street,
Annapolis, Maryland.
ROBERT H. CAMPBELL,
Auctioneer.

16

8-12

LIBER 114 PAGE 161 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1958

We hereby certify, that the annexed

Attorney's Sale
No. 12,804 Equity
Amos Crawford

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of September, 1958. The first insertion being made the 21st day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 SEP 15 PM 3:52
By [illegible]

WILLIAM W. TOWNSHEND, JR.,
Attorney
Towns-Worth Building,
South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Amos Crawford and Genevieve Crawford, his wife, dated June 20, 1955 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 938, Folio 83, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Tuesday,
September 16, 1958
at 10:00 o'clock A.M.

All that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland.

Known and designated as Lot No. 134, as shown on a plat of Sylvan Shores recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 20.

Being the same property conveyed unto Amos Crawford and Genevieve Crawford, his wife, by deed dated June 20, 1955 and recorded among the aforesaid Land Records in Liber J. H. H. 933, Folio 80, from William E. Daugherty and Ruth R. Daugherty, his wife.

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

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

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.,
Attorney,
Towns-Worth Building,
South Street,
Annapolis, Maryland.
ROBERT H. CAMPBELL,
Auctioneer.

S-12

LIBER 114 PAGE 162 OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1958

We hereby certify, that the annexed

Attorney's Sale
No. 12,804 Equity
Amos Crawford

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once ~~a week~~ ~~for~~ June 1 successive ~~weeks~~ before the 16th day of September, 1958. The first insertion being made the 12th day of September, 1958.

FILED
1958 SEP 15 PM 3:52

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 114 PAGE 163

ROBERT H. CAMPBELL - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland

No. 12,804 Equity

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Amos Crawford and Genevieve Crawford, his wife, dated June 20th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 938, Folio 83, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

TUES., SEPT. 16, 1958

AT 10:00 O'CLOCK A. M.

All that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland.

Known and designated as Lot No. 134, as shown on a plat of Sylvan Shores recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 28.

Being the same property conveyed unto Amos Crawford and Genevieve Crawford, his wife, by deed dated June 20, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 938, Folio 80, from William E. Daugherty and Ruth R. Daugherty, his wife.

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

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

For further particulars, apply to:

WM. W. TOWNSHEND, JR., Attorney
Towns-Worth Bldg., South St.,
Annapolis, Md.

FILED
1958 SEP 18 AM 9:13

12

LIBER 114 PAGE 164

Annapolis, Maryland
September 16, 1958

No. 12,804 County

I hereby certify that I have this 16th day of September, 1958, sold the property of ~~[illegible]~~ William W. Townshend, Jr., known as Lot No. 134, Sylvan Shores, Second Election Dist. of Anne Arundel County, Maryland unto William E. Dougherty and Ruth R. Dougherty at and for the sum of Three Thousand Three Hundred Seventy-Five Dollars ($3375.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

Annapolis, Maryland
September 16, 1958

I/We hereby certify that I/We have this 16th day of September, 1958, purchased from William W. Townshend, Jr., Attorney, the property known as Lot No. 134, Sylvan Shores, Second Election Dist. of Anne Arundel County, Maryland, at and for the sum of Three Thousand Three Hundred Seventy-five Dollars ($3375.00) and I/we hereby agree to comply with the terms of sale.

William E. Dougherty Purchaser

Ruth R. Dougherty Purchaser

FILED

1958 SEP 18 AM 9:13

In the matter of the mortgage real estate of Amos Crawford and Genevieve Crawford, his wife * No. 12.804 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 Amos Crawford and Genevieve Crawford, his wife, dated June 20, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 938, folio 83, 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, September 16, 1958, at 10:00 o'clock A.M., and then and there sold the said property to William E. Dougherty and Ruth R. Dougherty, his wife, at and for the sum of Three Thousand Three Hundred Seventy-five Dollars ($3375.00), being at that figure the highest bidder therefor, said property described as follows:

All that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 134, as shown on a plat of Sylvan Shores recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 28.

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

FILED

1958 SEP 18 AM 9:13

14

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

Respectfully submitted,

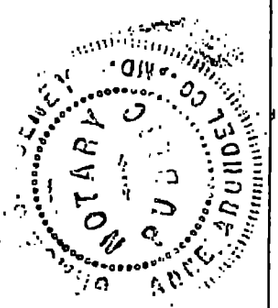
William W. Townshend, Jr.,
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of September, 1958, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Grace Senseney
Grace Senseney, Notary Public



15

ORDER NISI

LIBER 114 PAGE 167

IN THE MATTER OF THE MORTGAGE REAL ESTATE OF AMOS CRAWFORD and

xxxxx

GENEVIEVE CRAWFORD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,804 Equity

Ordered, this 18th day of September, 1958, 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 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.

The report states that the amount of sale was xxxxx $ 3,375.00

FILED 1958 SEP 18 AM 9:13

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGE REAL ESTATE OF AMOS CRAWFORD and

xxxxx

GENEVIEVE CRAWFORD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd day of November, 1958 that the sale made and reported by the Attorney xxxxx 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 xxxxx allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans

Judge

FILED

1958 NOV -5 AM 9:50

16

OFFICE OF

LIBER 114 PAGE 168

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. 12,804 Equity

In the Matter of the Mortgage Real Estate of AMOS CRAWFORD and GENEVIEVE CRAWFORD, his wife

Ordered, this 18th day of September, 1958, That the sale of the Property in these proceedings mentioned, made and reported by William W. Towshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $3,375.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

O-16;

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,804
Amos Crawford

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 October, 1958. The first insertion being made the 25th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 1958 NOV 3 PM 12:38

17

LIBER 114 PAGE 169

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Amos Crawford
and
Genevieve Crawford, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,804 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 N. Eckenrode
Auditor.

November 10, 1958

FILED
1958 NOV 10 PM 2:36

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Amos Crawford and Genevieve Crawford, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	131	88	231	88
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	54	70		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	39		
Globe Indemnity Co. - bond premium	20	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
Grace Senseney - notary fees	1	50	149	44
To Attorney for Taxes, viz:				
1957 State and County taxes and interest	46	32		
Advertising tax sale	11	00		
1958 State and County taxes ($44.19) - 8 months 16 days	31	36	88	68
To Annapolis Banking & Trust Company, mortgagee - in full for mortgage claim	2,865	44	2,865	44
To Amos Crawford and Genevieve Crawford, his wife, mortgagors - this balance	9	14	9	14
			3,396	08

with

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

Cr.

1958					
Sept.	16	Proceeds of Sale	3,375	00	
		Interest on deferred payment of $2,875.00 to 10/30/58 - 44 days	21	08	3,396 08
					3,396 08

LIBER 114 PAGE 172

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~XXXXXX~~ Amos Crawford and Genevieve Crawford, his wife

FILED 1958 NOV 10 PM 2:36

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,804 Equity.

ORDERED, This 10th day of November, 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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of December next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of December, 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 DEC 23 PM 1:58

Matthew S. Evans

Judge

LIBER 114 PAGE 173 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. 12,804 Equity

In the Matter of the Mortgaged Real Estate of
AMOS CRAWFORD and
GENEVIEVE CRAWFORD,
his wife

Ordered, this 10th day of November, 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of December next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-4.

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,804

Auditor's Account

Amos Crawford

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 December, 1958. The first insertion being made the 20th day of November, 1958

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 1958 DEC 10 AM 11:35

22

LIBER 114 PAGE 174

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ADAIR JOHN SMITH AND KATHLEEN SMITH, HIS WIFE	:	(In Equity) 12,759

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from Adair John Smith and Kathleen Smith, his wife to Baltimore Federal Savings and Loan Association, dated November 10th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 796 folio 247.

Walter S. Calwell -
Attorney Named in Mortgage

FILED
1958 JUL 11 AM 11:01

LIBER 114 PAGE 175

MARYLAND

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

LIBER 796 PAGE 247

MORTGAGE

Equity No. 12,759

THIS MORTGAGE, made this 10th day of November, A. D. 1953, by and between ADAIR JOHN SMITH and KATHLEEN SMITH, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINETY-SEVEN HUNDRED AND No/100ths Dollars ($ 9700.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one half per centum (4½ %) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-three and 92/100ths Dollars ($ 53.92), commencing on the first day of December, 1953, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 19 78. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEGINNING FOR THE SAME, and being known as Lot No. 87 on Plat of Belvedere Heights, said Plat being dated February, 1953, and recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6.

BEING THE SAME lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Admiral Equipment Corporation to the within named Mortgagors.

FILED

1958 JUL 11 AM 11:01

Plaintiff's Exhibit 'A'

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

16—49890-5

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described [illegible]:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Eighty-four ($84.00) Dollars, payable half-yearly on the 18th days of March and September in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIBER 114 PAGE 177

16—49890-6

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

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

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

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

LIBER 114 PAGE 178

Witness:

JOHN C. EVELIUS

Adair John Smith [SEAL]
Adair John Smith

Kathleen Smith [SEAL]
Kathleen Smith

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

LIBER 796 PAGE 251

I HEREBY CERTIFY, That on this 10th day of November, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ADAIR JOHN SMITH and KATHLEEN SMITH, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

JOHN C. EVELIUS
Notary Public

Recorded-14th-Nov.-1953-at-9:00-A.M.

Application No. 31761
Written by J.M.
Examiner
Approved by
Ready for Record

STATE OF MARYLAND

Mortgage

FROM

ADAIR JOHN SMITH and

KATHLEEN SMITH, his wife,

TO

BALTIMORE FEDERAL SAVINGS

AND LOAN ASSOCIATION

Received for Record 14 Nov. 1953 at 9 o'clock A. M.
Same day recorded in Liber 796 Folio 247 &c.,
No. 796 one of the Land Records of A.A.Co.
and examined per
JOHN H. HOPKINS, 2nd Clerk.
Cost of Record, $

U. S. GOVERNMENT PRINTING OFFICE 16—43200-4

MILITARY AFFIDAVIT

Docket 17 folio 370
Equity No. 12,759

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of July 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendant s Adair John Smith and Kathleen Smith, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Clara M. Link - Notary Public

FILED
1958 JUL 11 AM 11:01

6

CALLAHAN AND CALWELL
Solictors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Adair John Smith and Kathleen Smith, his wife to Baltimore Federal Savings and Loan Association, dated November 10th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 796 folio 247 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction on the premises on

Wednesday, August 20th, 1958 at 3:30 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying on Buena Vista Avenue in Belvedere Heights, near Arnold, Anne Arundel County, Third Election District, and described as follows:-

Being known as Lot No. 87 on Plat of Belvedere Heights, said Plat being dated February, 1953, and recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-5, Plat No. 6.

TOGETHER with the buildings thereupon; and all the rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $14.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of brick and frame 1½ story, 1 family bungalow, containing 4 rooms, 1 bath, unfinished attic, hot water, radiant panel, oil fired heat.

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

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer

A-14

OFFICE OF
LIBER 114 PAGE 180
Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 15, 1958

We hereby certify, that the annexed

Attorney's Sale

Adair John Smith

No. 12,759 Equity

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 20th day of August, 1958. The first insertion being made the 24th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed Aug. 15, P. M. 2:49

WALTER S. CALWELL, LIBER 114 PAGE 181

Attorney Named in Mortgage

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY 12.959

ADAIR JOHN SMITH AND

KATHLEEN SMITH, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **said Adair John Smith and Kathleen Smith, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **10th** day of **November** 1953, and recorded among the Land Records of **Anne Arundel** County in Liber **J.H.H.** No. 796 Folio 247 .

Amount of Mortgage	$9700.00
Less - amount paid on principal	868.85
	8831.15
Plus - interest to 8/20/58	353.20
	9184.35
Less - balance in expense account	16.30
	9168.05

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **15th** day of **August** in the year nineteen hundred and **fifty-eight** before me, the subscriber **a Notary Public of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association**

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a full and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

GIVEN my hand and Notarial seal.

Clara F. Link Notary Public

1958 AUG 16 AM 9:47

8

~~Mortgagee's~~ Attorney's Bond. LIBER 114 PAGE 182 I-369

LIBER 9 PAGE 392
263889

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

No. 12,757 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland as Principal

and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINETY-TWO HUNDRED AND 00/100 ($9200.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 14th - day of ..... in the year nineteen hundred and .....

Whereas, the above bounden Walter S. Calwell .....

.....

by virtue of the power contained in a Mortgage from Adair John Smith and Kathleen Smith, his wife to the Baltimore Federal Savings and Loan Association .....

bearing date the 10th day of November nineteen hundred and fifty-three

and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.

No. 796, Folio 247, and .....

.....

.....

.....

Lot 87 Beuna Vista Avenue Anne Arundel Co Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden .....

Walter S. Calwell .....

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith
Attest:

As to Surety: M. S. Kraus

Walter S. Calwell (Seal)

..... (Seal)

..... (Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

FILED
1958 AUG 16 AM 9:56

Bond Approved the 16th day
August 1958
George T. Cromwell, Clerk

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Adair John Smith and Kathleen Smith, his wife to Baltimore Federal Savings and Loan Association, dated November 10th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 796 folio 247 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction on the premises on

Wednesday, August 20th, 1958 at 3:30 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying on Buena Vista Avenue in Belvedere Heights, near Arnold, Anne Arundel County, Third Election District, and described as follows:-

Being known as Lot No. 87 on Plat of Belvedere Heights, said Plat being dated February, 1953, and recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-5, Plat No. 6.

TOGETHER with the buildings thereupon: and all the rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $84.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of brick and frame 1½ story, 1 family bungalow, containing 4 rooms, 1 bath, unfinished attic, hot water, radiant panel, oil fired heat.

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

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer

A-14

LIBER 114 PAGE 183

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
ADAIR JOHN SMITH AND KATHLEEN SMITH, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) Docket

No. 12,759 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 10th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 796 folio 247 from said Adair John Smith and Kathleen Smith, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 20th day of August, 1958 at 3.30 P.M. (E.D.T.) attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known as Lot No. 87 on Plat of Belvedere Heights, said Plat being dated February, 1953, and recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-5, Plat No. 6, more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1958 AUG 22 AM 9:45

10

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of Eighty-four ($84.00) Dollars, at and for the sum of Ninety-four Hundred fifty ($9450.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of August, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link, Notary Public

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LIBER 114 PAGE 185

ORDER NISI

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

ADAIR JOHN SMITH and
KATHLEEN SMITH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,759 Equity

Ordered, this 22nd day of August, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage,

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

The report states that the amount of sale was $ 9,450.00

Filed 1958 AUG 22 AM 9:45

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

ADAIR JOHN SMITH and
KATHLEEN SMITH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1958 SEP 30 PM 3:35

Benjamin Michaelson
Judge

~~Mortgagee's~~ Attorney's Bond.
ADDITIONAL

LIBER 114 PAGE 186

I-369

LIBER 9 PAGE 399
263889

227 ST. PAUL STREET
BALTIMORE MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N.Y.

No. 12,759 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland

as Principal

and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of

TWO HUNDRED AND FIFTY AND 00/100 ($250.00) - - - - - - - - - - - - Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 25th day of August in the year nineteen hundred and fifty-eight

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Adair John Smith and Kathleen Smith, his wife, to the Baltimore Federal Savings & Loan Association

bearing date the 10th day of November nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 796, Folio 247, and

lot 87 Buena Vista Avenue - Anne Arundel Co Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Link

Attest

As to Surety:
M.S. Kraus
M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nicholl Attorney-in-Fact

Bond approved this 27th day of August 1958
George F. Cromwell, Clerk

FILED
1958 AUG 27 AM 10:33

LIBER 114 PAGE 187 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. 12,759 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
Versus
ADAIR JOHN SMITH and
KATHLEEN SMITH, his wife

Ordered this 22nd day of August, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $9,450.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

S-18

FILED

1958 SEP 29 AM 10:52

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 26, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,759

Sale

Adair John Smith

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 29th day of September, 1958. The first insertion being made the 28th day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Adair JohnSmith
and
Kathleen Smith, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,759 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. Ecklund
Auditor.

November 5, 1958

FILED
1958 NOV 17 AM 9:35

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Adair John Smith and Kathleen Smith, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	315	44	365	44
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	46	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	37	80		
E.T. Newell & Co., Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	5	22		
Clara M. Link - notary fees	1	25	134	74
To Attorney for Benefit Charges, viz: Metered water from 1/1/58 to 8/20/58	4	58	4	58
To Attorney for Ground Rent, viz: Annual ground rent of $84.00 from 3/18/58 to 8/30/58	35	46	35	46
To Baltimore Federal Savings & Loan Ass'n- mortgagee - this balance on account mortgage claim	8,966	85	8,966	85
			8,563	07
Amount of mortgage claim filed	9,168	05		
Cr. Amount allowed above	8,966	85		
Balance subject to decree in personam	201	20		

16

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1958				
Aug.	20	Proceeds of Sale	9,450 00	
		Interest on deferred payment of $8,950.00 to 10/1/58	64 57	9,514 57
		Refund 1958 State and County taxes 4 months 11 days	48 50	48 50
				9,563 07

ORDER NISI LIBER 114 PAGE 191

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Adair John Smith

and

Kathleen Smith, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,759 Equity.

1958 NOV 17 PM 3.35

ORDERED, This 17th day of November, 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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of December next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of December, 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 DEC 23 PM 1:57

Matthew S. Evans

Judge

14

LIBER 114 PAGE 192 OFI 3 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. 12,759 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
ADAIR JOHN SMITH
and
KATHLEEN SMITH, his wife

Ordered, this 17th day of November, 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of December next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-4

FILED

No. M. [illegible] DEC 10 AM 11:35

19

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,759

Auditor Account

Adair John Smith

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 December, 1958. The first insertion being made the 20th day of November, 1958

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

SAMUEL O. HARRIS and	*	IN THE
VELMA E. HARRIS, his wife,	*	CIRCUIT COURT FOR
Mortgagees	*	ANNE ARUNDEL COUNTY
VS	*	In Equity
AMHERST CONSTRUCTION COMPANY, INC.	*	Equity No. 12,726
and	*	
BALTIMORE SWIFT HOMES, INC.,	*	
Mortgagors	*	
	*	

Mr. Clerk:

Please docket the above entitled case, and file the enclosed Mortgage as Plaintiff's Exhibit "A".

Hugh K. Holmes

Hugh K. Holmes, Attorney named in Mortgage

LAW OFFICES OF
HUGH K HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

FILED

1958 JUN 21 AM 9:59

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 114 PAGE 194

LIBER 1074 PAGE 176

no. 12726
Equity

THIS MORTGAGE, Made this 25th day of October

in the year nineteen hundred and fifty-six by and between AMHERST CONSTRUCTION COMPANY, INC. and BALTIMORE SWIFT HOMES, INC., both bodies corporate,

Mortgagors of the the State of Maryland, of the first part, and

SAMUEL O. HARRIS and VELMA E. HARRIS, his wife of Baltimore County

, Mortgagees, of the second part:

Whereas, the said mortgagors are bona fide indebted unto the said mortgagees in the full and just sum of Four Thousand Seven Hundred Eighty Dollars ($4780.00), being part of the purchase money for the property hereinafter described, which said sum the said mortgagors covenant and agree to repay unto the said mortgagees two (2) years from the date hereof, together with interest to accrue thereon at the rate of six per-cent (6%) per annum; payable quarterly, accounting from the date hereof, until the mortgage indebtedness is paid in full;

WHEREAS, in order to secure the prompt payment of said principal and interest when and as the same shall respectively become due and payable it is agreed that these presents shall be executed; and

WHEREAS, it is further covenanted and agreed by and between the parties hereto that prior to a default in any of the covenants and conditions of the within mortgage, the said mortgagors shall have the right and privilege, if they so desire, to prepay the principal sum secured hereby or any part thereof at any time before maturity, interest to be abated from the date of such prepayment, and without said mortgagors being required to pay any additional charge or penalty for the privilege of making such prepayment.

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 th grant and convey unto parties of the second part,

their heirs and assigns,

in fee simple, all that lot or parcel of ground situate and lying in the County of Baltimore, State aforesaid, and described as follows, to wit:—

BEING known and designated as Lots numbered 82,83,84,85,86,265,266,267,268 as shown on Plat entitled "Revised Plat of Bodkins Plains" dated September, 1934 and now recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, folio 46.

BEING the same lot of ground which by a Deed dated October 16, 1956 and recorded or intended to be recorded among the Land Records of Baltimore County immediately prior hereto which was granted and conveyed by Samuel O. Harris and Velma E. Harris, his wife unto Amherst Construction Company, Inc. the within named Mortgagor.

The said Baltimore Swift Homes, Inc. join herein for the sole purpose of becoming personally bound on the covenants of the within mortgage and the debt secured hereby.

FILED

1958 JUN 21 AM 9:59

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said mortgagees, their heirs and assigns, forever.

Provided, that if the said mortgagors, their successors

XXXXXXXXXXXXXXXXXXXXXXor assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of FOUR THOUSAND SEVEN HUNDRED EIGHTY and 00/100ths ($4780.00) 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 Mortgagor s hereby also authorize the said Mortgagee s, their personal representatives, or assig or Hugh K. Holmes .ly 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 Seventy-five and 00/100ths Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their/successors ~~heirs, personal representatives~~ or assigns, or to whoever may be entitled to the same.

And the said Mortgagor s for themselves, their/successors ~~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/successors ~~heirs, personal representatives~~ and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or Hugh K. Holmes 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/successors ~~executors, administrators~~ or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said part ies of the first part covenant to pay when legally payable.

And the said part ies 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 FOUR THOUSAND SEVEN HUNDRED EIGHTY and 00/100ths ($4780.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness ~~hand and seal~~ corporate seals of the said Amherst Construction Company, Inc. and Baltimore Swift Homes, Inc., both bodies corporate and the signatures of their Benjamin E. Masters Presidents.

TEST:

JOHN R. HOLLAND, JR.

AMHERST CONSTRUCTION COMPANY, INC.
BY: Benjamin E. Masters [SEAL]
Benjamin E. Masters President

BALTIMORE SWIFT HOMES, INC.
BY: Benjamin E. Masters [SEAL]
Benjamin E. Masters President

[SEAL]

State of Maryland, CITY OF BALTIMORE, ss:

I Hereby Certify, that on this 25th day of October in the year one thousand nine hundred and fifty-six before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Benjamin E. Masters, President of Amherst Construction Company, Inc. one of the Mortgagors named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be its corporate act. At the same time also appeared Samuel O. Harris and Velma E. Harris, 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.

JOHN R. HOLLAND, JR.

4

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

LIBER 114 PAGE 197

I HEREBY CERTIFY, that on this 25th day of October in the year one thousand nine hundred and fifty-six, before me, a Notary Public of the State of Maryland, in and for the City, State aforesaid, personally appeared Benjamin E. Masters, President of Baltimore Swift Homes, Inc., Guarantor, named in the aforegoing Mortgage, and he acknowledged the aforegoing Mortgage to be its corporate act.

John R. Holland
JOHN R. HOLLAND, JR.
NOTARY PUBLIC
BALTIMORE, MD.

Rec'd for record Oct. 29 1956 at 9:02 A.M.
Mailed to The Colonial Title Guarantee Co.

(2) C

MORTGAGE

FROM

AMHERST CONSTRUCTION COMPANY, INC.

and BALTIMORE SWIFT HOMES, INC.

TO

SAMUEL O. HARRIS and

VELMA E. HARRIS, his wife

BLOCK NO.

Received for Record 19 at o'clock M. Same day Recorded in Liber No. Folio &c., Records of and examined per Clerk.

Cost of Record, $

THE COLONIAL TITLE GUARANTEE COMPANY
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MARYLAND

The Daily Record Co., Baltimore, Md.

SAMUEL O. HARRIS and	*	IN THE
VELMA E. HARRIS, his wife,	*	CIRCUIT COURT FOR
Mortgagees	*	ANNE ARUNDEL COUNTY
VS.	*	In Equity
AMHERST CONSTRUCTION COMPANY, INC.	*	Equity No. 14726
and		
BALTIMORE SWIFT HOMES, INC.,	*	
Mortgagors	*	

STATEMENT OF MORTGAGE CLAIM

Principal Amount of Mortgage	$ 4,780.00
Accrued Interest from October 25, 1956, to June 25, 1958	478.00
Balance Due	$ 5,258.00
Payments Received on Account	(None)
Balance Due	$ 5,258.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 24th. day of June, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Samuel O. Harris and Velma E. Harris, the above named Mortgagees, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Mary M. Shanks

Mary M. Shanks, Notary Public.

My Commission expires May 4th., 1959.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

FILED

1958 JUN 25 AM 11:42

6

Equity - 12,726

Sale of Real Estate—Md.

A STOCK COMPANY

LIBER 9 PAGE 351

LIBER 114 PAGE 199

BOND No. 524911

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

No. 12,726 Equity

Know All Men by these Presents:

THAT WE, HUGH K. HOLMES

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND and-----00/100-----

.....Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 23rd. day of June nineteen hundred and Fifty-Eight

Whereas, by virtue of a power of sale contained in a mortgage from AMHERST CONSTRUCTION COMPANY, INC., and BALTIMORE SWIFT HOMES, INC. to SAMUEL O. HARRIS and VELMA E. HARRIS, his wife, bearing date on or about the 25th. day of October nineteen hundred and Fifty-Six the said Hugh K. Holmes, as Attorney named in the Mortgage is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, [illegible] and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Hugh K. Holmes do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Mary M. Shanks
Mary M. Shanks

Hugh K. Holmes (SEAL)
Hugh K. Holmes

..... (SEAL)

GLENS FALLS INSURANCE COMPANY

Bernard J. Holmes
Bernard J. Holmes
Attorney

Mary M. Shanks
Mary M. Shanks

FILED

1958 JUL -3 PM 1:37

Bond Approved this 2nd day of July 1958
George T. Cromwell, Clerk

LIBER 114 PAGE 200

SAMUEL O. HARRIS and VELMA E. HARRIS, his wife, Mortgagees VS. AMHERST CONSTRUCTION COMPANY, INC. and BALTIMORE SWIFT HOMES, INC., Mortgagors	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity Equity No. 12,726

AMENDED STATEMENT OF MORTGAGE CLAIM

Principal Amount of Mortgage	$4,780.00
Accrued Interest from October 25, 1956, to June 25, 1958	478.00
Balance Due	$5,258.00
Payments Received on Account, February 18th., 1957	71.70
Balance Due	$5,186.30

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 16th., day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Samuel O. Harris and Velma E. Harris, the above named Mortgagees, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Mary M. Shanks

Mary M. Shanks, Notary Public

My Commission expires May 4th., 1959.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE MARYLAND

FILED

1958 JUL 16 PM 3:09

8

LIBER 114 PAGE 201

SAMUEL O. HARRIS and	*	IN THE
VELMA E. HARRIS, his wife,	*	CIRCUIT COURT FOR
Mortgagees	*	ANNE ARUNDEL COUNTY
VS.	*	In Equity
AMHERST CONSTRUCTION COMPANY, INC.	*	
and	*	Equity No. 12,726
BALTIMORE SWIFT HOMES, INC.,	*	
Mortgagors	*	
	*	

HUGH K. HOLMES
Attorney at Law
Lake Shore, Pasadena P. O.
Maryland

Attorney's

Sale

OF VALUABLE FEE SIMPLE LOTS

IN BODKIN PLAINS, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Amherst Construction Company, Inc., and Baltimore Swift Homes, Inc., dated October 25th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1074, folio 176, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Friday, July 18th, 1958 at 2:15 o'clock P. M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland.

Known and designated as Lots Nos. 82, 83, 84, 85, 86, 265, 266, 267 and 268, as shown on Plat entitled "Revised Plat of Bodkins Plains", dated September, 1934, and now recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, folio 46.

Being the same property conveyed unto Amherst Construction Company, Inc., by Samuel O. Harris and Velma E. Harris, his wife, by a Deed dated October 16th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1074, folio 173.

TERMS OF SALE: A cash deposit of 10% of the purchase price will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid 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:

HUGH K. HOLMES,
Attorney named in Mortgage
Lake Shore, Pasadena P. O.,
Maryland.

ROBERT H. CAMPBELL,
Auctioneer

59-10

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 18th. day of July, 1958, sold the property described in the attached advertisement of sale at and for the sum of $4780.00, to Samuel O. Harris and Velma E. Harris, his wife, they being at that price the highest bidder therefor, and I further certify that the said sale was fairly made.

Robert H. Campbell, Auctioneer

PURCHASERS' AGREEMENT

We hereby certify that we have this 18th day of July, 1958, purchased the property described in the attached advertisement of sale from Hugh K. Holmes, attorney named in the mortgage, at and for the sum of $4,780.00, and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Samuel O. Harris

Velma E. Harris

Purchasers

FILED
1958 JUL 22 AM 11:21

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE MARYLAND

9

LIBER 114 PAGE 202

SAMUEL O. HARRIS and	*	IN THE
VELMA E. HARRIS, his wife,	*	CIRCUIT COURT FOR
Mortgagees	*	ANNE ARUNDEL COUNTY
VS.	*	In Equity
AMHERST CONSTRUCTION COMPANY, INC.	*	
and	*	
BALTIMORE SWIFT HOMES, INC.,	*	Equity No. 12,726
Mortgagors	*	

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Hugh K. Holmes, Attorney named in the Mortgage, to make sale of the Fee Simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Hugh K. Holmes, Attorney named in the Mortgage, did, pursuant to said notice on the 18th., day of July, 1958, at 2:15 P.M. sell on the premises, the aforesaid Fee Simple property unto Samuel O. Harris and Velma E. Harris, his wife, at and for the sum of $4,780.00 cash, they having offered the greatest price therefor.

Hugh K. Holmes, Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 21st day of July, in the year One Thousand Nine Hundred Fifty-Eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, Attorney named in the Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Mary M. Sharks, Notary Public

My Commission expires May 4th., 1959.

LAW OFFICES OF HUGH K. HOLMES PASADENA POST OFFICE LAKE SHORE, MARYLAND

FILED

1958 JUL 22 AM 11:21

10

ORDER NISI

LIBER 114 PAGE 203

Samuel O. Harris and
Velma E. Harris, his wife, Mortgagees

versus

Amherst Construction Company, Inc.
and
Baltimore Swift Homes, Inc.,
Mortgagors

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,726 Equity

Ordered, this 22nd day of July, 1958, That the sale of the Property in these proceedings mentioned made and reported by Hugh K. Holmes, Attorney named in the Mortgage ~~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 ~~xxxxx~~ was $ 4,780.00

George J. Cromwell Clerk.

True Copy,

FILED 1958 JUL 22 AM 11:21

TEST: Clerk.

(Final Order)

Samuel O. Harris and
Velma E. Harris, his wife, Mortgagees

versus

Amherst Construction Company, Inc.
and
Baltimore Swift Homes, Inc.
Mortgagors

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 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 ~~xxxx~~ 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 2:39

HUGH K. HOLMES
Attorney at Law
Lake Shore, Pasadena P. O.
Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE LOTS

IN BODKIN PLAINS, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Amherst Construction Company, Inc., and Baltimore Swift Homes, Inc., dated October 25th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1074, folio 176, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Friday, July 18th, 1958 at 2:15 o'clock P. M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland.

Known and designated as Lots Nos. 82, 83, 84, 85, 86, 265, 266, 267 and 268, as shown on Plat entitled "Revised Plat of Bodkins Plains" dated September, 1934, and now recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, folio 46.

Being the same property conveyed unto Amherst Construction Company, Inc., by Samuel O. Harris and Velma E. Harris, his wife, by a Deed dated October 16th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1074, folio 173.

TERMS OF SALE: A cash deposit of 10% of the purchase price will be required of the purchaser or purchasers at the time and place of sale: balance of purchase price to be paid 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:

HUGH K. HOLMES,
Attorney named in Mortgage
Lake Shore, Pasadena P. O.,
Maryland.

ROBERT H. CAMPBELL,
Auctioneer

Jy-10

LIBER 114 PAGE 204 OFFICE 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

Attorney's Sale
No. 12,726 Eq.
Amherst Construction Co. Inc
Folio 176

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of July, 1958. The first insertion being made the 26th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 AUG -5 PM 3:19

By: Marie Tate

LIBER 114 PAGE 205 OF CE 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. 12,726 Equity

SAMUEL O. HARRIS and VELMA E. HARRIS, his wife,
Mortgagees

VERSUS

Amherst Construction Company, Inc., and
Baltimore Swift Homes, Inc.,
Mortgagors

Ordered, this 22nd day of July, 1958. That the sale of the property in these proceedings mentioned made and reported by Hugh K. Holmes, 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 $4,780.00.

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. 12726

Amherst Construction Co.

Samuel O. Harris

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 [signature]

FILED

No. M. G. 3619

1958 AUG 15 PM 2:49

LIBER 114 PAGE 206

In the Case of

Samuel O. Harris
and
Velma E. Harris, his wife
vs.
Amherst Construction Co., Inc.,
and
Baltimore Swift Homes, Inc.

In the

Circuit Court

For

Anne Arundel County

No. 12,726 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. Ticklin
Auditor

November 7, 1958

FILED

1958 NOV 13 PM 1:26

14

Dr. in ac.

Samuel O. Harris and Velma E. Harris, his wife vs. Amherst Construction Co., Inc., and Baltimore Swift Homes, Inc.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	175	19	250	19
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	00		
Auditor - stating this account	13	50	53	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	31	89		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	15	71		
Glens Falls Insurance Co. - bond premium	30	00		
Robert H. Campbell - auctioneer's fee	50	00		
Mealey Sign Service - "For Sale" sign	7	50		
Acromat - advertising prints	1	23		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Mary M. Shanks - notary fees	1	50	157	33
To Attorney for Taxes, viz:				
1957 State and County taxes and interest	32	52		
Advertising Tax Sales	22	00		
1958 State and County taxes ($31.80) - 6 months 18 days	17	49	72	01
To Samuel O. Harris and Velma E. Harris, his wife, mortgagees - this balance on account mortgage claim	4,306	72	4,306	72
			4,839	75
Amount of Amended Mortgage Claim Filed	5,186	30		
Interest on $4,780.00 from 6/25/58 60 7/18/58 - 23 days	18	33		
	5,204	63		
Cr. Amount allowed above	4,306	72		
Balance subject to decree in personam	897	91		

15

with

Hugh K. Holmes, Attorney named in Mortgage

Cr.

1958				
July	18	Proceeds of Sale	4,780 00	
		Interest from 7/18/58 to 10/3/58 - 2 months 15 days	59 75	4,839 75
				4,839 75

ORDER NISI LIBER 114 PAGE 209

Samuel O. Harris

and

Velma E. Harris, his wife

VERSUS

Amherst Construction Co., Inc.,

and

Baltimore Swift Homes, Inc.

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,726 Equity.

ORDERED, This 13th day of November, 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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of December next.

FILED
1958 NOV 13 PM 1:26

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of December, 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 attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 DEC 23 PM 1:57

Matthew S. Ewan

17

LIBER 114 PAGE 210 OFI E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,726 Equity

SAMUEL O. HARRIS and VELMA E. HARRIS, his wife
VERSUS
AMHERST CONSTRUCTION CO., INC. and BALTIMORE SWIFT HOMES, INC.

Ordered, this 13th day of November, 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of December next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,726.
Auditor account.

Samuel O. Harris

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 December, 1958. The first insertion being made the 20th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 162 1958 DEC 10 AM 11:36

By Hazel Tilghman

18

LIBER 114 PAGE 211

BERTHA E. SLAUGHTER,	*	IN THE
VELMA E. HARRIS, and	*	CIRCUIT COURT FOR
MARY E. HEROLD,	*	ANNE ARUNDEL COUNTY
Mortgagees	*	In Equity
VS	*	Equity No. 12,725
AMHERST CONSTRUCTION COMPANY, INC.	*	
and	*	
BALTIMORE SWIFT HOMES, INC.,	*	
Mortgagors	*	

Mr. Clerk:

Please docket the above entitled case, and file the enclosed Mortgage as Plaintiff's Exhibit "A".

Hugh K. Holmes, Attorney named in Mortgage

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

FILED
1958 JUN 21 AM 9:58

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 1074 PAGE 169 LIBER 114 PAGE 212

no. 12,725 Equity

THIS MORTGAGE, Made this 25th day of October

in the year nineteen hundred and fifty-six by and between AMHERST CONSTRUCTION COMPANY, INC. and BALTIMORE SWIFT HOMES, INC., both bodies corporate,

Mortgagor s of the IN the State of Maryland, of the first part, and

BERTHA E. SLAUGHTER, VELMA E. HARRIS and MARY E. HEROLD of Baltimore County

, Mortgagee s, of the second part:

Whereas, the said mortgagors are bona fide indebted unto the said mortgagees in the full and just sum of Three Thousand Seven Hundred Twenty Dollars ($3720.00), being part of the purchase money for the property hereinafter described, which said sum the said mortgagors covenant and agree to repay unto the said mortgagees two (2) years from the date hereof, together with interest to accrue thereon at the rate of six per-cent (6%) per annum; payable quarterly, accounting from the date hereof, until the mortgage indebtedness is paid in full; and

WHEREAS, in order to secure the prompt payment of said principal and interest when and as the same shall respectively become due and payable it is agreed that these presents shall be executed; and

WHEREAS, it is further covenanted and agreed by and between the parties hereto that prior to a default in any of the covenants and conditions of the within mortgage, the said mortgagors shall have the right and privilege, if they so desire, to prepay the principal sum secured hereby or any part thereof at any time before maturity, interest to be abated from the date of such prepayment, and without said mortgagors being required to pay any additional charge or penalty for the privilege of making such prepayment.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said parties of the first part,

doth grant and convey unto parties of the second part, as joint tenants and not as tenants in common, their heirs and assigns, in fee simple, all those lots or parcel of ground situate and lying in the third election district, Anne Arundel County aforesaid, and described as follows, to wit:—

BEING known and designated as lots numbered 75,76,77,80,81,116,117 as shown on a Plat entitled "Revised Plat Bodkins Plains" dated September, 1934 and now recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, folio 46.

BEING the same lots of ground which by a Deed dated October 16, 1956 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto which was granted and conveyed by Bertha E. Slaughter, Velma E. Harris and Mary E. Herold unto Amherst Construction Company, Inc. the within named Mortgagor.

The said Baltimore Swift Homes, Inc. join herein for the sole purpose of becoming personally bound on the covenants of the within mortgage and the debt secured hereby.

FILED

1958 JUN 21 AM 9:58

2

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said mortgagees, as joint tenants and not as tenants in common, their heirs and assigns, forever.

Provided, that if the said mortgagors, their successors

XXXXXXXXXXXXXXXXXXX or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of THREE THOUSAND SEVEN HUNDRED TWENTY and 00/100ths ($3720.00) 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 Mortgagor s hereby also authorize the said Mortgagee s, their personal representatives, or assig or Hugh K. Holmes ly authorized Attorney or Agent

of the said Mortgagee s, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Seventy-five and 00/100ths Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee s, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor s, their / successors or assigns, or to whoever may be entitled to the same.

And the said Mortgagor s for themselves, their/ successors and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their/ successors and assigns, do hereby covenant to pay, and the said Mortgagee, s, their personal representatives or assigns, or Hugh K. Holmes 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 seccessor or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments when legally payable. the said parties of the first part covenant to pay

And the said part 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 Seven Hundred Twenty and 00/100ths ($3720.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness the corporate seals of the said Amherst Construction Company, Inc. and Baltimore Swift Homes, Inc. both bodies corporate and the signatures of their Benjamin E. Masters President.

TEST:

AMHERST CONSTRUCTION COMPANY, INC.
BY: Benjamin E. Masters President

JOHN R. HOLLAND, JR.

BALTIMORE SWIFT HOMES, INC.
BY: Benjamin E. Masters President

(SEAL)

State of Maryland, CITY OF BALTIMORE , ss:

I Hereby Certify, that on this 25th day of October in the year one thousand nine hundred and fifty-six before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared one of Benjamin E. Masters , President of Amherst Construction Company, Inc. / the Mortgagor s named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be its corporate act. At the same time also appeared Bertha E. Slaughter, Velma E. Harris and Mary E. Herold 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.

JOHN E. HOLLAND, NOTARY PUBLIC, BALTIMORE, MD.

4

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 25th day of October in the year one thousand nine hundred and fifty-six, before me, a Notary Public of the State of Maryland, in and for the City, State foresaid, personally appeared Benjamin E. Mas/ters Guarantor , President of Baltimore Swift Homes, Inc. named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be its corporate act.

[illegible]

JOHN R. HOLLAND, JR.

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Oct. 29 1956 at 9 02 A M.
Mailed to The Colonial Title Guarantee Co.

MORTGAGE

FROM

AMHERST CONSTRUCTION COMPANY, INC.
and
BALTIMORE SWIFT HOMES, INC.

TO

BERTHA E. SLAUGHTER, VELMA E. HARRIS
and MARY E. HEROLD

BLOCK NO.

Received for Record , 19

at o'clock M. Same day recorded

in Liber No. Folio &c.,

Records of

and examined per.

Cost of Record, $

REC'D FOR RECORD
OCT 29 AM 9 02
RECORDED IN LIBER G C
NO 1074 FOLIO 169
GEO. T. CROMWELL, CLERK.
Clerk.

THE COLONIAL TITLE GUARANTEE COMPANY
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MARYLAND

The Daily Record Co., Baltimore, Md.

Application No. 42126
Written by D.H.
Approved by [illegible]
Ready for Record [illegible]

LIBER 114 PAGE 216

BERTHA E. SLAUGHTER,	*	IN THE
VELMA E. HARRIS, and	*	CIRCUIT COURT FOR
MARY E. HEROLD,	*	ANNE ARUNDEL COUNTY
Mortgagees	*	In Equity
VS.		
AMHERST CONSTRUCTION COMPANY, INC.	*	Equity No. 12,725
and	*	
BALTIMORE SWIFT HOMES, INC.,	*	
Mortgagors	*	
	*	

STATEMENT OF MORTGAGE CLAIM

Principal Amount of Mortgage	$ 3,720.00
Accrued Interest from October 25, 1956, to June 25, 1958	372.00
Balance Due	$ 4,092.00
Payments Received on Account	(None)
Balance Due	$ 4,092.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 24th. day of June, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Bertha E. Slaughter, Velma E. Harris, and Mary E. Herold, the above named Mortgagees, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Mary M. Shanks

Mary M. Shanks, Notary Public.

My Commission expires May 4th., 1959.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

FILED

1958 JUN 25 AM 11:42

6

Equity - 12,725

Sale of Real Estate—Md.

A STOCK COMPANY

LIBER 9 PAGE 350

"Old and Tried" Organized 1849

LIBER 114 PAGE 217
BOND No. 524812

Glens Falls

No. 12,725 Equity

INSURANCE COMPANY
Glens Falls, N. Y.

Know All Men by these Presents:

THAT WE, HUGH K. HOLMES

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND and——00/100——

Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 23rd. day of June

nineteen hundred and Fifty-Eight

Whereas, by virtue of a power of sale contained in a mortgage from AMHERST CONSTRUCTION COMPANY, INC., and BALTIMORE SWIFT HOMES, INC. to BERTHA E. SLAUGHTER, VELMA E. HARRIS and MARY E. HEROLD, bearing date on or about the 25th. day of October nineteen hundred and Fifty-Six the said Hugh K. Holmes, as Attorney named in the Mortgage, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, XXXXXXXXXXXX

and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Hugh K. Holmes

do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Mary M. Shanks
Mary M. Shanks

Hugh K. Holmes (SEAL)
Hugh K. Holmes

(SEAL)
GLENS FALLS INSURANCE COMPANY

Bernard J. Holmes
Bernard J. Holmes
Attorney

Mary M. Shanks
Mary M. Shanks

Form

FILED

1958 JUL -3 PM 1:36 42

Bond approved this 3rd day of July 1958
George T. Cromwell, Clerk

7

LIBER 114 PAGE 218

BERTHA E. SLAUGHTER,	*	IN THE
VELMA E. HARRIS, and	*	CIRCUIT COURT FOR
MARY E. HEROLD,	*	ANNE ARUNDEL COUNTY
Mortgagees	*	In Equity
VS.	*	
AMHERST CONSTRUCTION COMPANY, INC.	*	Equity No. 12,725
and	*	
BALTIMORE SWIFT HOMES, INC.,	*	
Mortgagors	*	

AMENDED STATEMENT OF MORTGAGE CLAIM

Principal Amount of Mortgage	$3,720.00
Accrued Interest from October 25,1956, to June 25,1958	372.00
Balance Due	$4,092.00
Payments Received on Account-February 18th., 1957	55.80
Balance Due	$4,036.20

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 16th., day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Bertha E. Slaughter, Velma E. Harris, and Mary E. Herold, the above named Mortgagees, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Mary M. Shanks
Mary M. Shanks, Notary Public

My Commission expires May 4th., 1959.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE MARYLAND

FILED
1958 JUL 16 PM 3:09

8

LIBER 114 PAGE 219

BERTHA E. SLAUGHTER,	*	IN THE
VELMA E. HARRIS, and	*	CIRCUIT COURT FOR
MARY E. HEROLD,	*	ANNE ARUNDEL COUNTY
Mortgagees	*	In Equity
VS.	*	
AMHERST CONSTRUCTION COMPANY, INC.	*	Equity No. 12,725
and	*	
BALTIMORE SWIFT HOMES, INC.,	*	
Mortgagors	*	
	*	

HUGH K. HOLMES
Attorney at Law
Lake Shore, Pasadena P. O.
Maryland

Attorney's

Sale

OF VALUABLE FEE SIMPLE LOTS

IN BODKINS PLAINS, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Amherst Construction Company, Inc., and Baltimore Swift Homes, Inc., dated October 26th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1074, follo 169, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Friday, July 18th, 1958 at 2:00 o'clock P. M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland.

Known and designated as Lots Nos. 75, 76, 77, 80, 81, 116 and 117 as shown on a Plat entitled "Revised Plat Bodkins Plains" dated September, 1934 and now recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, follo 46.

Being the same property conveyed unto Amherst Construction Company, Inc., by Bertha E. Slaughter, Velma E. Harris and Mary E. Herold, by a Deed dated October 16th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1074, follo 166.

TERMS OF SALE: A cash deposit of 10% of the purchase price 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:

HUGH K. HOLMES,
Attorney named in Mortgage
Lake Shore, Pasadena P. O.
Maryland.

ROBERT H. CAMPBELL,
Auctioneer

Jy-10

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

9

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 18th. day of July, 1958, sold the property described in the attached advertisement of sale at and for the sum of $3,720.00, to Bertha E. Slaughter, Velma E. Harris, and Mary E. Herold they being at that price the highest bidder therefor, and I further certify that the said sale was fairly made.

Robert H. Campbell
Robert H. Campbell, Auctioneer

PURCHASERS' AGREEMENT

We hereby certify that we have this 18th. day of July, 1958, purchased the property described in the attached advertisement of sale from Hugh K. Holmes, attorney named in the mortgage, at and for the sum of $3,720.00, and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Bertha E. Slaughter
Velma E Harris
Mary E. Herold
Purchasers

FILED
1958 JUL 22 AM 11:21

LIBER 114 PAGE 220

BERTHA E. SLAUGHTER, VELMA E. HARRIS, and MARY E. HEROLD, Mortgagees	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity
VS.	*	
AMHERST CONSTRUCTION COMPANY, INC. and BALTIMORE SWIFT HOMES, INC., Mortgagors	*	Equity No. 12,725

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Hugh K. Holmes, Attorney named in the Mortgage, to make sale of the Fee Simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Hugh K. Holmes, Attorney named in the Mortgage, did, pursuant to said notice on the 18th., day of July, 1958, at 2:00 P.M. sell on the premises, the aforesaid Fee Simple property unto Bertha E. Slaughter, Velma E. Harris and Mary E. Herold, at and for the sum of $3,720.00 cash, they having offered the greatest price therefor.

Hugh K. Holmes

Hugh K. Holmes, Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 21st day of July, in the year One Thousand Nine Hundred Fifty-Eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, Attorney named in the Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Mary M. Shanks

Mary M. Shanks, Notary Public

My Commission expires May 4th., 1959.

FILED
1958 JUL 22 AM 11:21

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

10

ORDER NISI

LIBER 114 PAGE 221

Bertha E. Slaughter, Velma E. Harris, and Mary E. Herold, Mortgagees

versus

Amherst Construction Company, Inc. and Baltimore Swift Homes, Inc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,725 Equity

Ordered, this 22nd day of July, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Hugh K. Holmes, Attorney named in 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 $ 3,720.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 JUL 22 AM 11:21

TEST: Clerk.

(Final Order)

Bertha E. Slaughter, Velma E. Harris, and Mary E. Herold, Mortgagees

versus

Amherst Construction Company, Inc. and Baltimore Swift Homes, Inc.

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 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. Byrne Judge

FILED

1958 AUG 26 PM 2:39

LIBER 114 PAGE 222 OFFIC OF

HUGH K. HOLMES
Attorney at Law
Lake Shore, Pasadena P. O.
Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE LOTS

IN BODKINS PLAINS, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Amherst Construction Company, Inc., and Baltimore Swift Homes, Inc., dated October 26th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1074, folio 169, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Friday, July 18th, 1958 at 2:00 o'clock P. M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland.

Known and designated as Lots Nos. 75, 76, 77, 80, 81, 116 and 117 as shown on a Plat entitled "Revised Plat Bodkins Plains" dated September, 1934 and now recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, folio 46.

Being the same property conveyed unto Amherst Construction Company, Inc., by Bertha E. Slaughter, Velma E. Harris and Mary E. Herold, by a Deed dated October 16th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1074, folio 166.

TERMS OF SALE: A cash deposit of 10% of the purchase price 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:

HUGH K. HOLMES,
Attorney named in Mortgage
Lake Shore, Pasadena P. O.
Maryland.

ROBERT H. CAMPBELL,
Auctioneer

Jy-10

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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

Attorney's Sale
No. 12,725 Eq
Amherst Construction Co. Inc.
Folio 169

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of July, 1958. The first insertion being made the 26th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 AUG -5 PM 3:19

By Marie Yates

LIBER 114 PAGE 223 OFFICE F

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. 12,725 Equity

BERTHA E. SLAUGHTER,
VELMA E. HARRIS and
MARY E. HEROLD,
Mortgagees

VERSUS

Amherst Construction Company, Inc. and
Baltimore Swift Homes, Inc.

Ordered, this 22nd day of July, 1958. That the sale of the property in these proceedings mentioned made and reported by Hugh K. Holmes, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of August next.

The report states that the amount of sale was $3,720.00.

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 - Order - Eq. 12725

Amherst Construction Co.
Bertha E. Slaughter

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 25 th day of August, 1958. The first insertion being made the 24 th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M. C. 3618

1958 AUG 15 PM 2:49

13

In the Case of

LIBER. 114 PAGE 224

Bertha E. Slaughter,
Velma E. Harris and
Mary E. Herold

VS.

Amherst Construction Co., Inc.,
and
Baltimore Swift Homes, Inc.

In the

Circuit Court

For

Anne Arundel County

No. 12,725 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.

November 7, 1958

All of which is respectfully submitted.

Dana K. Fickling
Auditor.

FILED

1958 NOV 13 PM 1:26

Dr. in ac.

Bertha E. Slaughter, et al vs. Amherst Construction Co., Inc., and Baltimore Swift Homes, Inc.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	143	00	218	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	00		
Auditor - stating this account	13	50	53	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	31	89		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	15	58		
Glens Falls Insurance Co. -bond premium	25	00		
Robert H. Campbell - auctioneer's fee	50	00		
Mealey Sign Service -"For Sale" sign	7	50		
Acromat - advertising prints	1	22		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	2	20		
Mary M. Shanks - notary fees	1	50	151	09
To Attorney for Taxes, viz:				
1957 State and County taxes and interest	18	83		
Advertising tax sale	11	00		
1958 State and County taxes ($46.79) - 6 months 18 days	25	73	55	56
To Bertha E. Slaughter, Velma E. Harris and Mary E. Herold, mortgagees - this balance on account mortgage claim	3,288	35	3,288	35 -
			3,766	50
Amount of Amended Mortgage Claim Filed	4,036	20		
Interest on $3,720.00 from 6/25/58 to 7/18/58 - 23 days	14	26		
	4,050	46		
Cr. Amount allowed above	3,288	35		
Balance subject to decree in personam	762	11		

15

with

Hugh K. Holmes, Attorney named in Mortgage

Cr.

1958				
July	18	Proceeds of Sale	3,720 00	
		Interest to 10/3/58 - 2 months 15 days	46 50	3,766 50
				3,766 50

ORDER NISI

LIBER 114 PAGE 227

Bertha E. Slaughter, et al

VERSUS

Amherst Construction Co., Inc., and Baltimore Swift Homes, Inc.

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,725 Equity.

ORDERED, This 13th day of November, 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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of December next.

FILED 1958 NOV 13 PM 1:27

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of December, 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 DEC 23 PM 1:57

Matthew S. Evans
Judge

17

LIBER 114 PAGE 228 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. 12,725 Equity

BERTHA E. SLAUGHTER, et al
VERSUS
AMHERST CONSTRUCTION CO., INC., and
BALTIMORE SWIFT HOMES, INC.

Ordered, this 13th day of November, 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 December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of December next.

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

D-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,725

Auditor Account

Bertha E. Slaughter

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 December, 1958. The first insertion being made the 20th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 4458 DEC 10 AM 11:36

16

LIBER 114 PAGE 229

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

CARL F. RICE and
ROSALIE A. RISE, his wife
107 Ralph Road
Anne Arundel County, Maryland

Docket 17 Folio 385
Case No. 12,782 Equity
Filed

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY, IN EQUITY~~
ANNE ARUNDEL COUNTY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 14th day of September A.D. 1954 the defendants executed and delivered to Weaver Bros. Inc. of Maryland, 100 St. Paul Street, Baltimore 2, Maryland, a mortgage upon certain leasehold property in Baltimore County, therein described, to secure the payment of the mortgage debt of $11,300.00 and interest as therein mentioned, ~~which~~ which mortgage, by mesne assignments, was on September 16, 1954 short-assigned to Metropolitan Life Insurance Company, New York 10, New York, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest as provided in said mortgage.

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

And as in duty, &c.

John J. Neubauer, Attorney for Plaintiff

~~[illegible]~~

FILED
1958 JUL 21 PM 2:20

LIBER 865 PAGE 577

#1357
Equity No. 12,782

MORTGAGE—(Maryland)—VE AN
PURCHASE MONEY

THIS MORTGAGE, Made this 14th day of September in the year one thousand nine hundred and fifty-four between

RECEIVED BY LAW DIVISION

CARL F. RICE and ROSALIE A. RICE, his wife Mortgagor, and

WEAVER BROS. INC. OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee.

LIBER 114 PAGE 230

Whereas, the said Mortgagor, stands bona fide indebted unto the said Mortgagee in the full and just sum of Eleven Thousand Three Hundred and 00/100---------- Dollars ($11,300.00) for money this day loaned by the said Mortgagee unto the said Mortgagor, which the said Mortgagor covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest at the rate of four and one-half per centum per annum payable monthly in each year, until said principal sum is fully paid according to the tenor of the Promissory Note of even date herewith, and passed by the said Mortgagor unto the said Mortgagee for said principal debt of Eleven Thousand Three Hundred and 00/100---------- Dollars ($11,300.00), due and payable as follows: Interest on the aforesaid sum of Eleven Thousand Three Hundred and 00/100---------- Dollars accounting from the date hereof to be paid on the first day of October, 1954 and thereafter the sum of Fifty-Seven and 26/100---------- Dollars on the first day of November, 1954 and the same amount on the first day of every month thereafter, up to and including the first day of August, 1984 and the balance of principal and interest remaining unpaid shall be payable on the first day of September, 1984 and the said monthly payments shall be applied first to the payment of interest on the balance of unpaid principal at the rate of four and one-half per cent per annum and any amount remaining after the payment of the said interest shall be applied to the unpaid principal; all of the aforesaid sum being used as part of the purchase price for the property hereinafter described. That together with and in addition to the monthly payment 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 debt is fully paid a sum equal to one-twelfth of the annual taxes and other municipal liens and charges and ground rent, if any, to become due on the mortgaged property, such sums to be held by the Mortgagee to pay said taxes and other municipal liens and charges and ground rent, if any, as and when they become due and payable. Nothing herein contained, however, shall prevent the Mortgagee, or its successors or assigns, from comingling all sums so paid hereunder with its or their general fund.

Both principal and interest of said Note to be payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the principal office of the Mortgagee, Mathieson Building, Baltimore, Md., or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate.

And, Whereas, At the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, ground rent, if any, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, should be secured by the execution hereof.

Now This Mortgage Witnesseth, That in consideration of the premises and the sum of $1 the said Carl F. Rice and Rosalie A. Rice, his wife Mortgagor, does hereby grant, convey, transfer and assign unto Weaver Bros., Inc. of Maryland, aforesaid, its successors and assigns, all the lot of ground situated in Anne Arundel County in the State of Maryland, and described as follows, viz.:

Being known and designated as Lot 5, Block D as shown on the Plat of "Blocks B, C and Part of A and D Glenwood" which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24 Folio 49. The improvements thereon being known as No. 107 Ralph Road.

BEING the same lot of ground which by 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 The Dixon Holding Company unto the Mortgagors herein.

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, N.Y.
Plaintiff

vs.

CARL F. RICE and
ROSALIE A. RICE, his wife
107 Ralph Road
Anne Arundel County, Maryland
Defendants

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

PETITIONER'S EXHIBIT No. 1

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#7

FOR VALUE RECEIVED AND WITHOUT RECOURSE, MARYLAND TRUST COMPANY hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto the Metropolitan Life Insurance Company.

As Witness the signature of said body corporate, Assignor, by the Hand of Christopher A. Rupp its Vice President and its corporate seal hereto affixed this 16th day of September, 1954.

LIBER 114 PAGE 231

WITNESS:

MARYLAND TRUST COMPANY

Wm. M. Dunn Asst. Secretary

By Christopher A. Rupp Vice President

Recorded: Sept. 24, 1954 at 9 A.M.

Privilege is granted to pay the unpaid balance of the indebtedness in full at any time or to make one or more additional principal payments in accordance with the Amortization Schedule on the first day of any month.

In the event that any instalment shall become overdue for a period in excess of fifteen days (15), a "late charge" of two cents (2¢) for each dollar ($1.00) so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payment.

Together with the buildings, hereditaments, improvements, and appurtenances thereof, and all the estate, right, title, and interest of the said Mortgagor in and to the said described premises or the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed by and between the parties hereto that all shelving, counters, office, department, and other partitions, all store fixtures, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing, heating, and air-conditioning equipment, mirrors, mantels, refrigerating plant and iceboxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by landlords in letting or operating a building, similar to the one situated on the premises herein described, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned, and to be conveyed by this Mortgage, **including One (1) Gas Range.**

To have and to hold the said lot of land, with the improvements and appurtenances aforesaid, unto the said Weaver Bros., Inc. of Maryland, its successors and assigns, **subject to an annual Ground Rent of $96.00 payable on the 14th days of March and September in each and every year.**

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

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, (and sale to take place after the 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 its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; 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 in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale of such other terms as the party selling may deem expedient. And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including the counsel fee of $50.00 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its assigns or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, or its successors and assigns, and of such commissions and all

such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, ground rent, if any, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof to exhibit to the Mortgagee, its successors and assigns, the receipted bills thereof at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the said Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire and windstorm, or such other hazards and contingencies in an insurance company or companies acceptable to, and in an amount from time to time designated by, the said Mortgagee, its successors and sssigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of fire and windstorm insurance on said property to be so framed or endorsed as in case of fire and/or windstorm to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID." And in the events of any loss by fire and/or windstorm the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property. The provisions relating to insurance contained in this instrument include insurance against war risk or damage and such other casualties in contingencies and in such amounts and for such periods as the holder of the note or mortgage, hereby secured, may from time to time require.

And the said Mortgagor covenants to comply with the requirements of any or all departments of the state, county, city and municipal government within 20 days after notice of such requirements shall have been given to the then owner of said premises.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall, at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, ground rent, if any, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire and/or windstorm insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by the said Note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

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

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors, and assigns of the party so designated.

In Witness Whereof the said **Mortgagors have hereunto set their Hands and Seals** the day and year first herein written.

Witness William G. Kearney — Carl F. Rice [L. S.]
WILLIAM G. KEARNEY — CARL F. RICE

Rosalie A. Rice [L. S.]
ROSALIE A. RICE

STATE OF MARYLAND,
CITY OF BALTIMORE } ss.

I Hereby Certify that on this 14th day of September in the year one thousand nine hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Carl F. Rice and Rosalie A. Rice, his wife and acknowledged the foregoing Mortgage to be their act.

Witness my hand and notarial seal:

William G. Kearney
WILLIAM G. KEARNEY Notary Public.

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LIBER 114 PAGE 233

LIBER 865 PAGE 580

STATE OF MARYLAND,
CITY OF BALTIMORE } ss.

I Hereby Certify that on this 14th day of September 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore personally appeared Sidney H. Tinley, Jr. 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, and also made oath that he is the agent of the within named Mortgagee.

Witness my hand and notarial seal:

William G. Kearney
WILLIAM G. KEARNEY Notary Public.

Recorded: Sept. 24, 1954 at 9 A.M.

#1 For Value Received, and without recourse WEAVER BROS. INC. OF MARYLAND hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto the Maryland Trust Company.

As witness the signature of said body corporate, Assignor, by the hand of E. Catherine Byrne, its Vice President

and its corporate seal hereto affixed this 14th day of September 1954

Witness: W. Douglas Buttner
W. Douglas Buttner, Ass't. Secretary

WEAVER BROS. INC. OF MARYLAND, [SEAL]
By E. Catherine Byrne
E. Catherine Byrne, Vice President

Recorded: Sept. 24, 1954 at 9 A.M.

MLI#G 135793

MORTGAGE

(MARYLAND)

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FROM

CARL F. RICE and

ROSALIE A. RICE, his wife

TO

WEAVER BROS. INC. OF MARYLAND

Short Assigned to:

Maryland Trust Company and
Metropolitan Life Insurance Company

Received for Record 24 Sept. 1954 at 9 o'clock A.M. Same day recorded in Liber J.H.H. No. 865 Folio 577 &c., one of the Land Records of A.A. Co. and examined per JOHN H. HOPKINS, 2nd Clerk.

Cost of Record $ 2 Cents 7.50 1.50

Chattel Index 1.50 1.50

#1 Assmt Received for Record 24 Day of Sept 1954 at 9 A.M. and the same day recorded in Liber J. H. H., No. 865 Fol. 578 Land Records of Anne Arundel County.
JOHN H. HOPKINS, 2nd Clerk

#2 Assmt Received for Record 24 Day of Sept 1954 at 9 A.M. and the same day recorded in Liber J. H. H., No. 865 Fol. 580 Land Records of Anne Arundel County.
JOHN H. HOPKINS, 2nd Clerk

METROPOLITAN LIFE INSURANCE COMPANY :
1 Madison Avenue
New York 10, New York
Plaintiff

vs. : IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

CARL F. RICE and
ROSALIE A. RICE, his wife : Equity No. 12,782
107 Ralph Road
Anne Arundel County, Maryland
Defendants

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Metropolitan Life Insurance Company, by John J. Neubauer, its Attorney, respectfully represents unto your Honor:

1. That it has filed a Petition in this Court for the purpose of foreclosing a mortgage made by the Defendants to Weaver Bros. Inc. of Maryland, dated September 14, 1954 and recorded among the Land Records in Anne Arundel County in Liber J.H.H. No. 865, folio 577, and said mortgage, by mesne assignments, having become vested in Metropolitan Life Insurance Company under an assignment dated September 16, 1954 and recorded among said Land Records in Liber J.H.H. No. 865, folio 580. The original mortgage and assignments being filed in these proceedings and marked "Petitioner's Exhibit No. 1".

2. That Carl F. Rice is a member of the Armed Forces and is a Master Sargeant in the United States Army, stationed at Indiantown Gap, Pennsylvania and that at the time of the making of said mortgage in September, 1954, the said Carl F. Rice was a Master Sargeant in the United States Army.

3. That the monthly payments on account of principal and interest are overdue and unpaid from March 1, 1958 to date and said monthly payments are now more than five months in arrears. In addition thereto, the mortgagors have not paid the monthly deposit, as required under the terms of said mortgage on account of taxes and other municipal liens, ground rent, fire and other hazard insurance premium. That the present arrearage on account of principal and interest is $286.30 and on account of taxes, ground rent, etc. is $198.70, with late charges, as permitted under the rules and regulations of Veterans Administration, of $9.70, making a total amount unpaid as of the date of this Petition of $494.70 for the five installments

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JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

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beginning March 1, 1958 and under the terms and provisions of said mortgage the entire unpaid balance of principal, together with interest thereon, is now due and payable; a photographic copy of the payment record of the Defendants is attached hereto and made a part of this Petition.

4. That the regular monthly payment covering principal, interest, taxes and other municipal liens, ground rent, fire and other hazard insurance premium was originally $83.00 but, due to an increase in the State and County taxes beginning with the year 1956 and because of the failure of the Defendants herein to promptly increase their monthly payments, the amount presently required for each monthly payment is $97.00 until the delinquency in the tax account for monies advanced by your Petitioner is paid up and thereafter the regular monthly payment will be approximately $83.00.

5. That the Defendants, since June, 1957, have been constantly in default in the making of the required monthly payments despite all efforts by your Petitioner to have the Defendants keep the monthly payments made promptly, when due.

6. Your Petitioner is advised that the income of Carl F. Rice, as a Master Sargeant in the United States Army, is more than ample to permit him to make the regular payments, as provided in said mortgage.

7. That the mortgage filed in these proceedings has been guaranteed by Veterans Administration and all of the required notices under the rules and regulations of said Veterans Administration have heretofore been given.

8. That in the opinion of your Petitioner to permit the Defendants to continue to occupy the mortgaged premises will further jeopardize the guarantee of Veterans Administration for payment of the aforesaid mortgage and will result in substantial loss to said Administration.

9. That the Defendants purchased the mortgaged premises in September, 1954 at a cost of Eleven Thousand, Three Hundred and 00/100 Dollars ($11,300.00) and they borrowed the full purchase price, as shown from said mortgage, and made no down payment on account of the purchase of said property. That the present unpaid principal balance is Ten Thousand, Six Hundred Fifty-eight and 96/100 Dollars ($10,658.96), and it is obvious that the equity of the Defendants in this property at this time has no value and that the present

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

balance on account of principal of said mortgage, together with the usual foreclosure costs will equal or exceed the original purchase price of the property in 1954.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order to permit your Petitioner to proceed with foreclosure of the aforesaid mortgage without further delay.

AND, as in duty bound, etc.

WEAVER BROS. INC. OF MARYLAND,
Mortgage Correspondent and Representative
of Metropolitan Life Insurance Company.

John J. Neubauer, Solicitor for Petitioner

BY: Sidney H. Tinley, Jr. Senior Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 18th day of July, 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, Sidney H. Tinley, Jr. ——— Vice-President of WEAVER BROS. INC. OF MARYLAND, Mortgage Correspondent and Representative of Metropolitan Life Insurance Company, the above named Petitioner, and he made oath in due form of law that the matters and facts contained in the aforegoing Petition are true.

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

Notary Public

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

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ORDER OF COURT

IT IS ORDERED, this 21st day of August, 1958, by the Circuit Court for Anne Arundel County, upon the aforegoing Petition and Affidavit that Metropolitan Life Insurance Company, the Complainant in the aforegoing Petition be, and it is hereby, permitted to proceed with foreclosure of the mortgage dated September 14, 1954, made by Carl F. Rice and Rosalie A. Rice, his wife, which is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 865, folio 577.

/s/ Benjamin Michaelson
Judge

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

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11 12 13 21 22 23 32 33 42 43 51 52 63 73 81 82 83 94

LIBER 114 PAGE 238

A-136793

ACCOUNT NUMBER

LOAN INFORMATION

	ESCROW	P & I	TOTAL
[illegible]	25.74	[illegible]726	[illegible]250
[illegible]	[illegible]74	[illegible]726	8300
[illegible]	39.74	57.26	97.00

Rice, Carl F. and Rosalie
107 Ralph Road
Glen Burnie, Md.

BMV-8445

89
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MORTAGEE:

PAYM'T NO.	INTEREST	PRINCIPAL	BALANCE	TOTAL PAYMENT	ESCROW	LATE CHARGE	DATE DUE	DATE PAID	KEY COL	MEMO
27	40.85	16.41	10,877.92				JAN 1	[illegible]7 '57	M	
28	40.79	16.47	10,861.45				FEB	FEB 5 '57	K	
29	40.73	16.53	10,844.92				MAR 1	MAR 11 '57	M	
30	40.67	16.59	10,828.33				Ap 1	Ap 5 '57	M	
31	40.61	16.65	10,811.65				My 1	MY 8 '57	K	
32	40.54	16.72	10,794.96	84.66	25.74	1.66	Jn 1	SEP 13 1957	K	
33	40.48	16.78	10,778.18	84.66	25.74	1.66	Jul 1	SEP 13 1957	K	
34	40.42	16.84	10,761.34	84.66	25.74	1.66	Aug 1	SEP 13 1957	K	
35	40.36	16.90	10,744.44	83.52	26.26		SEP 1	SEP 13 1957	K	
36	40.29	16.97	10,727.47				OCT 1	OCT 25	K	
37	40.23	17.03	10,710.44	98.94		1.94	NOV 1	NOV 14 1957	K	Healoan
38	40.16	17.10	10,693.34	97.00	37.80	1.94	DEC 1	JAN 3 1958	K	
39	40.10	17.16	10,676.18	97.00	37.80	1.94	JAN 1 1958	MAR 3 1958	K	
40	40.04	17.22	10,658.96	97.00	37.80	1.94	FEB 1	MAR 3 1958	K	
41	39.97	17.29	10,641.67				MAR 1			
42	39.91	17.35	10,624.32							
43	39.84	17.42	10,606.90							
44	39.78	17.48	10,589.42							
45	39.71	17.55	10,571.87							
46	39.64	17.62	10,554.25							

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WEAVER BROS., INC.
BALTIMORE, MD.

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LIBER 114 PAGE 239

136793

ACCOUNT NUMBER

LOAN INFORMATION

	ESCROW	P & I	TOTAL
	24.98	57.26	82.25
3-1-56	25.24	57.26	82.50

Rice, Carl F. and Rosalie
107 Ralph Road
Glen Burnie, Md.

BMV-8445

MORTAGEE:

PAYM'T NO.	INTEREST	PRINCIPAL	BALANCE	TOTAL PAYMENT	ESCROW	LATE CHARGE	DATE DUE	DATE PAID	KEY COL	MEMO
7	42.04	15.22	11,194.63	78.00	20 74		MAY 1		M	
8	41.98	15.28	11,179.35				JUN 1	MAY 31 '56		
9	41.92	15.34	11,164.01				JUL 1	JUL 5 '56	M	
10	41.87	15.39	11,148.62				AUG 1	AUG 10 '56		
11	41.81	15.45	11,133.17				SEP 1			
12	41.75	15.51	11,117.66				OCT 1	OCT 14 '56		
13	41.69	15.57	11,102.09					NOV '56		
14	41.63	15.63	11,086.46				DEC 1	DEC 12 '56		
15	41.57	15.69	11,070.77					JAN 5 '57		
16	41.52	15.74	11,055.03				FEB 1	FEB '57		
17	41.46	15.80	11,039.23				MAR 1	MAR 8 '57	K	
18	41.40	15.86	11,023.37					APR 11 '57	M	
19	41.34	15.92	11,007.45				MAY 1	MAY 7 '57	M	
20	41.28	15.98	10,991.47				JUN 1	JUN 6 '57	M	
21	41.22	16.04	10,975.43				JUL 1	JUL 17 '57	K	
22	41.16	16.10	10,959.33				AUG 1	AUG 6 '57	M	
23	41.10	16.16	10,943.17				SEP 1	SEP 6 '57	M	
24	41.04	16.22	10,926.95							
25	40.98	16.28	10,910.67				NOV 1	NOV 9 '57	M	
26	40.92	16.34	10,894.33				DEC 1	DEC 7 '57	M	

WEAVER BROS, INC.
BALTIMORE, MD.

LIBER 114 PAGE 240

METROPOLITAN LIFE INSURANCE COMPANY 1 Madison Avenue New York 10, New York Plaintiff	:	IN THE CIRCUIT COURT
VS	:	OF
CARL F. RICE and ROSALIE A. RICE, his wife 107 Ralph Road Anne Arundel County, Maryland. Defendants	:	ANNE ARUNDEL COUNTY No. 12,782 Equity

* * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Metropolitan Life Insurance Company, by John J. Neubauer, its Attorney, respectfully represents unto your Honor:

1. That Carl F. Rice and Rosalie A. Rice, his wife, the above named Defendants, did grant and convey by way of mortgage unto Weaver Bros., Inc. of Maryland on September 14, 1954, all that lot or parcel of ground described in said mortgage and known as No. 107 Ralph Road, Anne Arundel County, Maryland, and that said mortgage is duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 865, folio 577 and by assignment dated September 16, 1954 and recorded among said Land Records in Liber J.H.H. No. 865, folio 580, transferred and assigned to Metropolitan Life Insurance Company the original mortgage and the assignment herein mentioned are filed herewith and prayed to be taken as a part of these proceedings, and is marked "Petitioner's Exhibit No. 1".

2. That under the provisions of said mortgage, the Defendants herein assented to the passage of a decree for foreclosure in the event of default and the Defendants are now in default in the making of the monthly installments of principal and interest beginning March 1, 1958 to date, and in addition thereto, said Defendants have failed to pay, as provided in said mortgage, a monthly deposit for the payment of taxes, ground rent and fire and other hazard insurance premiums, and that under the terms of said mortgage the entire unpaid principal balance is now overdue and unpaid.

3. That the Plaintiff herein has made repeated demands upon the Defendants for payment of the overdue and unpaid monthly installments but that the Defendants herein have failed and refused to make said payments.

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

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4. That the Defendants herein are the record owners of said property and purchased the property on September 14, 1954 for $11,300.00, which is the original amount of the mortgage now held by the Plaintiff. That the aforesaid mortgage has been guaranteed by the Veterans Administration under the Servicemen's Readjustment Act of 1944, as amended, and the benefits of said Act are available to Carl F. Rice, one of the Defendants herein, as a eligible war veteran, and the present unpaid balance on account of the principal is $10,658.96.

5. That all notices of default and intention to foreclose the aforesaid mortgage have been given by the Plaintiff to the Veterans Administration and the property is now eligible for foreclosure under the Rules and Regulations of the Veterans Administration and in conformity with the guarantee of said Veterans Administration for payment of said mortgage.

6. That Carl F. Rice was a Master Sergeant in the United States Army at the time the mortgage was made in 1954 and is still a member of the Armed Forces as a Master Sergeant in the Army and is now stationed at Indiantown Gap, Pennsylvania. That the said Carl F. Rice is entitled to the benefits of the Soldiers and Sailors Relief Act and your Plaintiff is precluded from securing the passage of the decree for sale of the mortgaged property in accordance with the terms of said mortgage unless such Decree is approved by and signed by this Honorable Court. That your Plaintiff files herewith a Military Affidavit which is marked "Petitioner's Exhibit No. 2" and prays to be taken as a part hereof.

7. That Article 87A of the Annotated Code of Maryland, 1951 Supplement, "Soldiers and Sailors Civil Relief Act" and an Act of Congress known as the "Soldiers and Sailors Civil Relief Act of 1940, as amended," U.S. Code titled #50, requires consideration and authorization by this Honorable Court for passage of the Decree for the sale of the aforesaid property in accordance with the terms of said mortgage.

8. That the aggregate of the overdue and unpaid monthly installments on account of principal and interest is $286.30 and the amount accrued on account of taxes, ground rent, fire and other hazard insurance is $198.70, together with late charges as permitted under the Rules and Regulations of the

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

Veterans Administration in the amount of $9.70, making a total amount of overdue and unpaid monthly installments beginning March 1, 1958 through July 1, 1958 of $494.70.

9. That the regular monthly payment, including principal and interest, taxes and other municipal liens, ground rent and fire and other hazard insurance premiums was originally $83.00 but, due to an increase in State and Anne Arundel County taxes beginning with the year 1956 and because of the failure of the Defendants to properly increase said monthly payments, the amount now required to be paid monthly is $97.00 until the deliquency in the tax account is paid up. Whereupon the regular monthly payments could be adjusted to a somewhat lower figure.

10. That to permit the Defendants to continue to occupy the mortgaged premises would jeopardize the guarantee of the Veterans Administration to pay unto your Petitioner the unpaid balance of principal and interest together with any monies advanced by your Petitioner for taxes, ground rent, fire and other hazard insurance.

WHEREFORE, your Petitioner prays that a Decree may be passed for the sale of the mortgaged premises in accordance with the terms of said mortgage and that an Order be passed appointing an attorney to represent the Defendants in these proceedings in requiring the Defendants to show cause why said Decree for the foreclosure of said property should not be passed and to grant such other or further orders or relief as this cause may require.

AND AS IN DUTY BOUND, etc.

John J. Neubauer, Attorney for
Metropolitan Life Insurance Company

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

14

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 25th day of July, 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 E. Catherine Byrne, Vice President of WEAVER BROS., INC. OF MARYLAND, Agent for Metropolitan Life Insurance Company, the above named Petitioner, and he made oath in due form of law that the matters and facts contained in the aforegoing Petition are true.

WITNESS my hand and Notarial Seal, the day and year last above written.

VINCENT J. LEAHY, JR. NOTARY PUBLIC BALTIMORE, MD.

Vincent J. Leahy Jr.
VINCENT J. LEAHY, JR. Notary Public

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

15

LIBER 114 PAGE 244

ORDER OF COURT

IT IS ORDERED, this 26th day of July, 1958, by the Circuit Court for Anne Arundel County, that John H. Hopkins, IV. be, and he is hereby, appointed as attorney to represent the Defendants herein, and it is further ordered and decreed that a Decree shall be passed for the sale of the property described in the aforegoing Petition in accordance with the terms of the mortgage filed in these proceedings unless cause be shown on or before the 20th day of August, 1958, provided a copy of this Petition and Order be served on the Defendants or on John H. Hopkins IV, Attorney for the Defendants, on or before the 6th day of August, 1958.

Benjamin Michaelson
Judge

Service of a copy of this Order and Petition admitted this 4th day of August, 1958
John H. Hopkins IV

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

16

FILED
1958 JUL 28 PM 3:02

LIBER 114 PAGE 245

SHERIFF'S OFFICE
ANNE ARUNDEL COUNTY

ANNAPOLIS, MD.

The Metropolitan Life
Insurance Co.
1 Madison Ave.

VS

Carl F. Rice
Rosalie Rice

IN THE CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

12,722 Equity

Serve On: Mrs Carl F. Rice, 107 Ralph Rd., Anne Arundel County

Rec'd Petition, Order Of Court Rec'd July 29, 1958

Returnable: Aug. 6, 1958

Sheriff's Return: Non Est 8/6/58.

Signed: Joseph W. Alton, Jr.
Sheriff of A. A. County

Costs: $

FILED
1958 SEP -9 AM 9:02

METROPOLITAN LIFE INSURANCE COMPANY	•	IN THE CIRCUIT COURT
Plaintiff	•	
	•	FOR
vs.	•	
CARL F. RICE and ROSALIE A. RICE, his wife	•	ANNE ARUNDEL COUNTY
	•	
Defendants	•	NO. 12,782 EQUITY
	•	

• • • • • • • • • • • • • • • • • • •

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Carl F. Rice and Rosalie A. Rice, his wife, by John H. Hopkins, IV, their Attorney in this cause, respectfully represents:

1. That he was appointed by this Honorable Court on July 26, 1958, to represent the said Defendants.

2. That he advised the Defendants of these proceedings by certified letters dated August 4, and August 5, 1958, as shown by copies of said letters, certified receipts and return receipts attached hereto.

3. That the Defendants have not answer the aforesaid letters nor has their Attorney had any communications from them whatever.

4. That the said Defendants submit their rights to the decision of this Honorable Court..

AND AS IN DUTY BOUND, ETC..

John H. Hopkins, IV
Attorney for Defendants
15 School Street
Annapolis, Maryland

I HEREBY CERTIFY, that I have this 19th day of August, 1958, mailed a copy of the above Answer to John J. Neubauer, Esquire, Attorney for Metropolitan Life Insurance Company, Keyser Building, Baltimore 2, Maryland.

John H. Hopkins, IV
Attorney for Defendants

FILED

1958 AUG 19 AM 11:18

17

LIBER 114 PAGE 247

Anne Arundel County DOCKET 17 FOLIO 385

Decree in Circuit Court for ~~Baltimore County~~

CASE NO. 12,782 Equity

METROPOLITAN LIFE INSURANCE COMPANY

FILED

1 Madison Avenue

New York 10, New York

Plaintiff

Vs.

IN THE

CIRCUIT COURT

FOR

CARL F. RICE and

ROSALIE A. RICE, his wife

107 Ralph Road, Anne Arundel County, Md.

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

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 21st day of ~~July~~ August 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 Eleven Thousand, ~~Five Hundred~~ 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 ~~one-third cash~~ all cash, and the unpaid balance of the sale price to bear interest from the ~~day of sale and be secured by the notes of the purchasers or purchaser, payable in six and twelve months from the day of sale~~ day of sale and be paid upon ratification of sale; ~~with interest from the day of sale, and to be secured by the notes of the purchasers or purchaser, endorsed to the satisfaction of the said Trustees~~ 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 AUG 21 PM 3:28

Benjamin Michaelson

Judge

18

Judicial 10—MARYLAND—TRUSTEE T[illegible]LL ⊙

LIBER 9 PAGE 403

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 114 PAGE 248

Metropolitan Life Insurance Company

versus

Carl F. Rice and Rosalie Rice, his wife

BOND OF TRUSTEE TO SELL
Real Estate
Equity No. 12,752

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 Five Hundred and 00/100 - Dollars ($ 11,500.00) 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 27th day of August 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

Metropolitan Life Insurance Company

versus

Carl F. Rice and Rosalie Rice, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer and Robert J. Neubauer do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)

Robert J. Neubauer (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

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

Filed and Approved this 3rd day of September 1958
George J. Cromwell, Clerk

FILED
1958 SEP -3 AM 10:19

LIBER 114 PAGE 249

METROPOLITAN LIFE INSURANCE COMPANY 1 Madison Avenue New York 10, New York Plaintiff	IN THE
VS.	ANNE ARUNDEL COUNTY **Circuit Court for**
CARL F. RICE and ROSALIE A. RICE, his wife 107 Ralph Road, Anne Arundel County, Md. Defendants	IN EQUITY. No 12,782

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, New York 10, New York, -

under the mortgage from Carl F. Rice and Rosalie A. Rice, his wife,

to Weaver Bros. Inc. of Maryland, 100 St. Paul Street, Baltimore 2, Maryland,

dated the 14th day of September, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 865 Folio 577, and short-assigned on September 16, 1954 to Metropolitan Life Insurance Company.

Principal amount of mortgage	$ 11,300.00
Less payments made on account.	641.04
Balance on principal	$ 10,658.96
PLUS DEFICIT in expense account.	20.80
Net balance on account of principal.	$ 10,679.76
Interest to September 26, 1958.	315.06
Balance due on principal and interest.	$ 10,994.82

Daily interest is $ 1.33

METROPOLITAN LIFE INSURANCE COMPANY

BY: M. F. GOODBODY

THIRD Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 3rd day of September in the year nineteen hundred and fifty-eight, before me, the subscriber a Notary Public of the State of New York - - - - - - - in and for said county of New York personally appeared M. F. GOODBODY THIRD Vice-President of METROPOLITAN LIFE INSURANCE COMPANY - - - - - - - - - the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS, my hand and notarial seal.

S. Frank Clouting

Notary Public

S. FRANK CLOUTING
NOTARY PUBLIC, State of New York
No. 31-0667700
Qualified in New York County
Commission Expires March 30, 1959

FILED 1958 SEP -5 AM 9:21

20

LIBER 114 PAGE 250

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue - New York 10, New York
VS.
Plaintiff

—IN THE—

CIRCUIT COURT

—FOR—

CARL F. RICE and
ROSALIE A. RICE, his wife
107 Ralph Road, Anne Arundel County, Md.
Defendants

Equity No. 12,782

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 situate in the Third Election District of Anne Arundel County, Maryland, upon which the improvements are known as No. 107 Ralph Road,

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 26th day of September, 1958, at 3:00 o'clock, P. M., attend on the premises and then and there sold the leasehold property to Metropolitan Life Insurance Company, New York 10, N.Y., at and for the sum of Eighty-five Hundred and 00/100 Dollars ($8500.00); it being the highest bidder therefor. Subject to the payment of an annual ground rent of Ninety-six and 00/100 Dollars ($96.00), payable in equal semi-annual installments on the 11th days of March and September, in each and every year.

John J. Neubauer - Trustee

Robert J. Neubauer - Trustee

Trustees

State of Maryland, CITY of Baltimore, Sct.

I Hereby Certify, that on this 26th day September, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, 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.

FILED
1958 SEP 27 AM 9:26

Joseph Sistale
Notary Public

21

LIBER 114 PAGE 251

ORDER NISI

Metropolitan Life Insurance Company

versus

Carl F. Rice and Rosalie Rice, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,782 Equity

Ordered, this 27th day of September, 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 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.

The report states that the amount of sales was $ 8500.00

George J. Cromwell Clerk.

True Copy,

FILED 1958 SEP 27 AM 9:26

TEST: George J. Cromwell Clerk.

(Final Order)

Metropolitan Life Insurance Company

versus

Carl F. Rice and Rosalie Rice, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of November, 1958, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson

JUDGE

FILED

1958 NOV -5 PM 3:47

22

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

Trustee's Sale

OF VALUABLE LEASEHOLD DWELLING PROPERTY

KNOWN AS NO. 107 RALPH ROAD, IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Metropolitan Life Insurance Company vs. Carl F. Rice and Rosalie A. Rice, his wife," the undersigned Trustees will sell at Public Auction on the premises the leasehold property above described on

Fri., Sept. 26, 1958 at 3:00 o'clock P.M.

ALL that piece or parcel of land lying and being in the Third Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot 5, Block D, as shown on the Plat of "Blocks B, C, and Part of A and D Glenwood", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 49. The improvements thereon being known as No. 107 Ralph Road.

SUBJECT to the payment of an annual ground rent of Ninety-six Dollars ($96.00), payable half-yearly on the 14th day of March and September, in each and every year.

The property is further subject to the following:

(1) Restrictive convenants in a Deed recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 628, folio 130, re: Architectural uses.

(2) Public Utility Agreements recorded among the Land Records of Anne Arundel County in Libers G.W. 137, folio 48, J. H. H. 806, folio 505 and J. H. H. 822, folio 407, re: Poles:

(3) A seven foot easement for sewerage purposes along the side lines and rear lot lines of the above described property.

The improvements consist of a one and one-half story frame constructed dwelling, containing six rooms and one bath, with radiant heat, oil fired.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges and ground rent to be adjusted to the date of sale.

A deposit of $500.00 in 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 2, Maryland.
Auctioneers.

S-25,

OFFICE
LIBER 114 PAGE 252

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

Trustee's Sale

Carl F. Rice

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of September, 1958. The first insertion being made the 4th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 OCT 10 AM 10:03 By H. Tilghman

LIBER 114 PAGE 253 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. 12,782 Equity

Metropolitan Life Insurance Company
versus
CARL F. RICE and
ROSALIE RICE, his wife

Ordered, this 27th day of September, 1958, That the sale of the Property in these proceedings mentioned and made and reported by John J. Neubauer and Robert J. Neubauer, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof he 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.

The report states that the amount of sale was $8500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1958

We hereby certify, that the annexed Order Nisi Sale Eq. 12,782 Carl F. Rice

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of November, 1958. The first insertion being made the 2nd day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 OCT 30 PM 3:57

By H. Tilghman

No. M. G. 5461

24

In the Case of LIBER 114 PAGE 254

Metropolitan Life Insurance Company

vs.

Carl F. Rice

and

Rosalie A. Rice, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,782 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. Ticklung
Auditor

November 13, 1958

FILED

1958 NOV 17 AM 9:35

Dr. in ac.

Metropolitan Life Insurance Company vs. Carl F. Rice and Rosalie A. Rice, his wife

To Trustees for Fee, viz:	100	00		
To Trustees for Commissions, viz:	286	80	386	80
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	49	25		
Auditor - stating this account and three copies	18	00	77	25
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	60	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	12	15		
U.S. Fidelity & Guaranty Co.-bond premium	46	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Clerk of Court - recording order to enter case to use of VA	1	25		
Federal liens judgment report	2	00		
Notary fees	1	00	170	75
To Trustees for Benefit Charges, viz:				
Metered water to 9/24/58	10	80	10	80
To Trustees for Ground Rent, viz:				
Annual ground rent of $96.00 from 9/14/58 to 9/26/58 - 12 days	3	19	3	19
To Metropolitan Life Insurance Co., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	7,931	70	7,931	70
			8,580	49
Amount of mortgage claim filed	10,994	82		
Cr. Amount allowed above	7,931	70		
Balance subject to decree in personam	3,063	12		

26

with

John J. Neubauer and Robert J. Neubauer, Trustees

Cr.

1958				
Sept.	26	Proceeds of Sale	8,500 00	
		Interest on deferred payment of $8,000.00 to 11/10/58 - 1 month 15 days	60 00	8,560 00
		Refund 1958 State and County taxes - 3 months 4 days	20 49	20 49
				8,580 49

LIBER 114 PAGE 257

ORDER NISI

Metropolitan Life Insurance Company

VERSUS

Carl F. Rice

and

Rosalie A. Rice, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,782 Equity.

ORDERED, This 17th day of November, 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 December, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of December next.

George T. Cromwell, Clerk

FILED
1958 NOV 17 PM 9:35

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of December, 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 DEC 23 PM 1:57

Matthew S. Evans
Judge

28

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. 12,782 Equity

Metropolitan Life Insurance Company
VERSUS
CARL F. RICE and
ROSALIE A. RICE, his wife

Ordered, this 17th day of November, 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of December next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 10, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,782
Auditor account
Carl F Rice

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 December, 1958. The first insertion being made the 20th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

DEC 11 PM 1:22

No. M. G. ~~3-1958~~

29

LIBER 114 PAGE 259

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Donald Howard Dilworth and	*	ANNE ARUNDEL COUNTY
Lindy Anne Dilworth, his wife	*	Equity No. 12532

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

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Assignee

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

FILED
1958 AUG 23 AM 11:06

bln

LIBER 1017 PAGE 596

LIBER 114 PAGE 260

No. 12.42.2

No Stamps Required

THIS MORTGAGE, Made this 16th day of April - - - , in the year one thousand nine hundred and fifty-six , between DONALD HOWARD DILWORTH and LINDY ANNE DILWORTH, his wife - - - - -, of the County of Anne Arundel , in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Sixty-three Hundred Seventy-five ($6375.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Sixty-two ($62.00) Dollars - - - - - - - - - - - - - - - commencing on the tenth - - - day of May - - , 1956 and on the tenth - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all those - - -lots of ground situate and lying in Third Election District of Anne Arundel County, Maryland - - -, and described as follows:

BEING known and designated as Lots Nos. Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Forty-three (43), Forty-four (44), Forty-five (45), Forty-six (46), Forty-seven (47) and Forty-eight (48) in Section "D" of the development of Marley Heights, as shown on a plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 13, now Plat Cabinet 1, Rod A-4, Plat 13. (New Plat Reference is Plat Book 9, folio 41.)

BEING the same lots of ground which by Deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by Joseph O. Duke, Single, to the within named mortgagors.

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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1958 AUG 23 AM 11:06

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee simple.

PROVIDED, however, if the said mortgagors, their heirs, personal representatatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its sucoessors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

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oessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly -

on or before the tenth - - - - - - - - - - - - - - - -day of each and every month the sum of Fourteen ($14.00) Dollars -for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 114 PAGE 263

sale, shall be under the provisions of Artiole LXVI of the Public General Laws of Maryland or under any other General or Looal Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a deoree or under the above powers of sale, the prooeeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney oonducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its suooessors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall inolude the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Betty Lou Vogt — Betty Lou Vogt

Donald Howard Dilworth (SEAL)
Donald Howard Dilworth

Lindy Anne Dilworth (SEAL)
Lindy Anne Dilworth

_______________ (SEAL)

_______________ (SEAL)

LIBER 1017 PAGE 600

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 16th day of April - -, 1956, before me, the subsoriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Donald Howard Dilworth and Lindy Anne Dilworth,

his wife -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt
Betty Lou Vogt
Notary Public

BETTY LOU VOGT NOTARY PUBLIC BALTIMORE CITY

My Commission Expires May 6th, 1957.

Rec'd for record April 18 1956 at 9:44 A.M.

Mailed to Mezger & Mezger

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

5

LIBER 114 PAGE 264

BALTIMORE, MARYLAND

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purposes of foreclosure.

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this 19th day of August, 1958.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

E. Jane Rusinek

By: John P. Helmer

John P. Helmer, President.

SHORT ASSIGNMENT

OF MORTGAGE

FROM

Arundel Federal Savings and Loan

Association of Baltimore City

TO

H. Allen Mezger, Assignee

~~Block~~ THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record

at _____ *o'clock* _____ *M. Same day*

Recorded in Liber ~~Block~~ *No.* _____

Folio _____ *etc. one of the*

Records of ~~Baltimore~~ Anne Arundel County *and examined.*

Per

RECORDED IN THE RECORDS OF ANNE ARUNDEL COUNTY AUG 20 1958 AM 9:03 & RECORDED IN LIBER GTC NO. 2017 FOLIO 402 GEO. I. CROMWELL CLERK

Clerk.

10M—10-52

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4th FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE - 1, MD.

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

LIBER 114 PAGE 265

H. Allen Mezger, Assignee

vs.

Donald Howard Dilworth and Lindy Anne Dilworth, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

Equity No. 12822

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City - - - - - - - - - - - - - - - - - and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer
John P. Helmer, *Affiant.*
President.

Subscribed and sworn to before me this 15th day of September 1958

Elaine E. Seeger
Elaine E. Seeger *Notary Public*

My Commission Expires May 4th, 1959.

FILED
1958 SEP 16 AM 11:37

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STATEMENT OF MORTGAGE CLAIM

LIBER 114 PAGE 266

IN THE

H. Allen Mezger, Assignee

vs.

Donald Howard Dilworth and Lindy Anne Dilworth, his wife

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 12,822

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 6,375.00
Less - Total amount paid on account of Principal	$ 554.49	
Less - Credit Expense Account	13.39	567.88
Net Balance		$ 5,807.12
Plus accumulated interest to September 30th, 1958 (with interest thereafter at rate of 6% per annum)		58.35
Total amount of Mortgage Indebtedness		$ 5,865.47

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

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

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 15th day of September in the year nineteen hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for ~~said County~~ of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of Arundel Federal Savings and Loan Association of Baltimore City

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Elaine E. Seeger *Notary Public.*

My Commission Expires May 4, 1959.

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Jud. 14042.
Assignee's Bond
~~MORTGAGE OR ATTORNEY'S BOND~~

LIBER 9 PAGE 414

LIBER 114 PAGE 267

No. 12,822 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger,

200 W. Saratoga Street

of Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Eight Hundred and 00/100 ($ 5,800.00) . . . . . *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 15th *day of* September *in the year of our Lord nineteen hundred and* fifty-eight.

WHEREAS, the above bounden H. Allen Mezger *by virtue of* an assignment of *a power contained in mortgage from* Donald Howard Dilworth and Lindy Anne Dilworth, his wife *to* Arundel Federal Savings and Loan Association of Baltimore City

dated April 15, 1956 *and recorded in Liber* GTC *No.* 1017 *folio* 596 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him/in said mortgage;* by assignment of power

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

H. Allen Mezger [SEAL]

[SEAL]

Elaine E. Treff
Elaine E. Treff

MARYLAND CASUALTY COMPANY

By Joseph F. Howell
Joseph F. Howell, Attorney-in-fact

ATTEST:

L. Pill
L. Pill

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1958 SEP 16 AM 11:37

Bond approved this 16th day of September, 1958.
George T. Cromwell, Clerk

LIBER 114 PAGE 268

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Donald Howard Dilworth and	*	ANNE ARUNDEL COUNTY
Lindy Anne Dilworth, his wife	*	Equity No. 12,822

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

CERTIFICATION

We hereby certify, that on the 19th day of September, 1958, we sold at public auction for the highest price obtainable to Joseph O. Duke, Single, - - - - - - - - - - - - - - - - - - - the fee simple property described as follows:

> ALL THOSE LOTS of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lots Nos. Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Forty-Three (43), Forty-Four (44), Forty-Five (45), Forty-Six (46), Forty-Seven (47), and Forty-Eight (48), in Section "D" of the development of Marley Heights, as shown on a plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 13, now Plat Cabinet 1, Rod A-4, Plat 13. (New Plat Reference is Plat Book 9, folio 41.), property is also known as No. 9 First Avenue, Marley Park, Glen Burnie, Maryland.

at and for the price of Sixty-Two Hundred ($6200.00) Dollars.

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

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

By: _____
John M. Miller, Jr., President

I/We hereby certify that I/we purchased the above described property at and for the price of Sixty-Two Hundred ($6200.00) Dollars.

_____
Joseph O. Duke

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1958 SEP 24 AM 10:49

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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LIBER 114 PAGE 269

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Donald Howard Dilworth and	*	ANNE ARUNDEL COUNTY
Lindy Anne Dilworth, his wife	*	Equity No. 12,822

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Donald Howard Dilworth and Lindy Anne Dilworth, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Donald Howard Dilworth and Lindy Anne Dilworth, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated April 16th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1017, folio 596, which mortgage was then duly assigned on the 20th of August, 1958, to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Friday, September 19th, 1958, at 2:00 P.M. (E.D.T.) attend on the premises and then and there sold at public auction, all those lots of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Joseph O. Duke, Single, who was then and there the highest bidder at and for the sum of Sixty-Two Hundred ($6200.00) Dollars, a deposit of Six Hundred Twenty ($620.00) Dollars having been made at the time and place of sale, the balance of the purchase price with interest at the rate of Six per cent (6%) per annum to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Assignee

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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LIBER 114 PAGE 270

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of September, in the year 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Elaine E. Seeger
Elaine E. Seeger Notary Public

My Commission Expires May 4th, 1959.

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

ORDER NISI

LIBER 114 PAGE 271

H. Allen Mezger, Assignee

versus

Donald Howard Dilworth and
Lindy Anne Dilworth, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,822 Equity

Ordered, this 24th day of September, 19 58, That the sale of the Property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee ~~Trustee~~

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

The report states that the amount of sales ~~to be~~ was $ 6200.00

George T. Cromwell Clerk.

True Copy,

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TEST: George T. Cromwell Clerk.

(Final Order)

H. Allen Mezger, Assignee

versus

Donald Howard Dilworth and
Lindy Anne Dilworth, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of November, 19 58, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE

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1958 NOV -5 PM 3:46

12

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

Assignee's Mortgage Sale

Of Valuable Fee Simple Residential Property

IMPROVED WITH A FRAME APPROVED ROOF DWELLING KNOWN AS 9 FIRST AVENUE, MARLEY PARK, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the mortgage dated April 16th, 1956, from Donald Howard Dilworth and Lindy Anne Dilworth, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County in Liber G.T.C., No. 1017, folio 596, and by mesne assignments thereof recorded at the foot of aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on

Fri., Sept. 19th, 1958, at 2:00 O'Clock, P.M. (E. D. T.)

ALL THOSE LOTS of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lots Nos. Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Forty-Three (43), Forty-Four (44), Forty-Five (45), Forty-Six (46), Forty-Seven (47), and Forty-Eight (48), in Section "D" of the development of Marley Heights, as shown on a plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. no. 4, folio 13, now Plat Cabinet 1, Rod A-4, Plat 13. (New Plat Reference is Plat Book 9, folio 41.)

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

13

H. ALLEN MEZGER,
Assignee

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

S-13

LIBER 114 PAGE 272

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 13, 1958

We hereby certify, that the annexed Assignee's Mortgage Sale

12822

Donald Howard Dilworth

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

THE CAPITAL-GAZETTE PRESS, INC.

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1958 OCT 14 AM 9:38

[signature]

LIBER 114 PAGE 273 C CE 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. 12,822 Equity

H. ALLEN MEZGER,
Asssignee

versus

DONALD HOWARD DILWORTH AND LINDY ANNE DILWORTH, his wife

Ordered, this 24th day of September, 1958, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $6200.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 29, 1958

We hereby certify, that the annexed Order Nisi Sale Eq. 12,822

Donald Howard Dilworth

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of November, 1958. The first insertion being made the 2nd day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

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1958 OCT 29 AM 10:12

By [illegible] Tilghman

No. M. G. 5451

14

In the Case of LIBER 114 PAGE 274

H. Allen Mezger,
Assignee
vs.
Donald Howard Dilworth
and
Lindy Ann Dilworth, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,822 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. Dickens
Auditor.

November 17, 1958

FILED

1958 NOV 19 PM 3:05

51

Dr. H. Allen Mezger, Assignee vs. Donald Howard Dilworth and Lindy Ann Dilworth, his wife in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	216	00	266	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	11	45		
Maryland Casualty Co. - bond premium	23	20		
E.T. Newell &Co., Inc. -auctioneer's fee	50	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Elaine E. Seeger - notary fees	1	50	153	30
To Assignee for Benefit Charges, viz:				
Metered water to 8/1/58	8	00	8	00
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	5,741	15	5,741	15
			6,219	95
Amount of mortgage claim filed	5,865	47		
Cr. Amount allowed above	5,741	15		
Balance subject to decree in personam	124	32		

with H. Allen Mezger, Assignee

1958				Cr.
Sept.	19	Proceeds of Sale	6,200 00	6,200 00
		Refund 1958 State and County taxes adjusted to 11/11/58 - 1 month 20 days	11 65	
		Refund 1958 water and sewer benefit charges - 1 month 20 days	8 30	19 95
				6,219 95

ORDER NISI LIBER 114 PAGE 277

H. Allen Mezger,

Assignee

VERSUS

Donald Howard Dilworth

and

Lindy Ann Dilworth, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,822 Equity.

FILED
1958 NOV 19 PM 3:05

ORDERED, This 19th day of November, 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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of December next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of December, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 DEC 31 AM 11:36

Matthew S. Evans
Judge

18

OFFICIAL

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 114 PAGE 278

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 12,822 Equity
H. ALLEN MEZGER, Assignee
VERSUS
DONALD HOWARD DILWORTH
and
LINDY ANN DILWORTH, his wife

Ordered this 19th day of November, 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of December next.

GEORGE T. CROMWELL, Clerk

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

D-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,822
Auditor Account

Donald Howard Dilworth

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 December, 1958. The first insertion being made the 26th day of November, 1958

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel C. Tilghman

FILED

DEC 30 AM 11:12

No. M. G. 8 4 1958

19

LIBER 114 PAGE 279

IN THE MATTER OF THE	:	NO. 12,813 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF WILLIAM C. DUNN	:	CIRCUIT COURT
AND DIXIE LOIS DUNN, HIS WIFE	:	FOR
	:	ANNE ARUNDEL COUNTY

Mr. Clerk:

Please docket the above entitled case, record the Assignment, and file the original mortgage herewith.

William E. Kirk, Assignee
~~Attorney named in said Mortgage~~
Towns-Worth Building
Annapolis, Maryland

FILED

1958 AUG 19 PM 12:59

PURCHASE MONEY

This Mortgage,

LIBER 114 PAGE 280

No. 12,413 Equity

Made this 14th day of July,

in the year nineteen hundred and fifty-two, by and between WILLIAM C. DUNN and DIXIE LOIS DUNN, his wife,

Mortgagor s, of Anne Arundel County in the State of Maryland, of the first part,

and SIDNEY G. ROBERTS and JUSTINA ROBERTS, his wife,

Mortgagee s, of the second part.

WHEREAS, the said mortgagors are justly indebted unto the said mortgagees in the full and just sum of SEVEN THOUSAND NINE HUNDRED FIFTY DOLLARS ($7,950.00), being the balance of the unpaid purchase price for the hereinafter-described property, to be repaid in manner following: Monthly installments of TWENTY-FIVE DOLLARS ($25.00) each shall be paid on the 14th day of each and every month hereafter for a period of ten (10) years, which payments shall represent interest only; and at the expiration of ten (10) years from the date hereof, interest shall be payable at the rate of three per cent (3%) per annum on the unpaid balance, the entire outstanding principal balance to be repaid within the expiration of twenty (20) years from the date hereof; and

WHEREAS, it is hereby agreed and understood that the mortgagors shall have the right and privilege of increasing their installment payments in any amount or to pay the entire debt hereby secured at any time; and the mortgagees hereby agree to accept such payment; and upon the full payment of said debt, with all interest up to the date of actual payment, they will release this mortgage; and

WHEREAS, it was a condition precedent to the making of said loan that this mortgage should be executed for the purpose of securing said promissory note, together with any and all renewals thereof or substitutes therefor at the times limited for the same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee s, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the First Election District of Anne Arundel County, aforesaid, and described as follows; subject, however, to the restrictions of record:

BEGINNING FOR THE SAME at a concrete monument previously set on the northeasternmost side of Beach Road, 30 feet wide, said point of beginning marks the point of beginning of that conveyance from Sidney G. Roberts and wife to Dixie Lois Dunn by deed dated June 27, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 691, folio 453; thence from the point of beginning so fixed leaving Beach Road and binding on the last line reversely of the aforementioned conveyance from Roberts to Dunn, north 65 degrees 37 minutes 00 seconds east 126.66 feet to a point in the westernmost outline of that conveyance from Sidney G. Roberts and wife to J. D. Hedin and wife; thence binding on part of said westernmost outline, south 24 degrees 17 minutes 40 seconds east 1,175.0 feet to an iron pipe here set; thence leaving said westernmost outline and binding on the northernmost side of a 30-foot road, as now laid out south 87 degrees 26 minutes 40 seconds west 117.56 feet to an iron pipe here set; thence along a regular curve to the right, having a radius of 25.0 feet, a distance of 29.75 feet to an iron pipe here set; thence binding on the northeasternmost side of Beach Road, 30 feet wide, north 24 degrees 23 minutes 00 seconds west 1,108.08 feet to the point of beginning, containing 3.32 acres of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, in July, 1952.

BEING the same property which was conveyed to the said William C. Dunn and wife by Sidney G. Roberts and wife by deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1958 AUG 19 PM 1:00

2

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of SIDNEY G. ROBERTS and JUSTINA ROBERTS, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple, subject, however, to the restrictions of record.

PROVIDED, that if the said mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of SEVEN THOUSAND NINE HUNDRED FIFTY ($7,950.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of ONE HUNDRED ($100.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, an attorney's fee of FIFTY DOLLARS ($50.00), all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said attorney's fee, expenses, costs and commission the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said attorney's fee, expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said attorney's fee, principal, costs, expenses and commission.

AND the said mortgagors, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least SEVEN THOUSAND NINE HUNDRED FIFTY ($7,950.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:

Grace R. Hartge
Grace R. Hartge

William C. Dunn (SEAL)
William C. Dunn

Dixie Lois Dunn (SEAL)
Dixie Lois Dunn

_____ (SEAL)

_____ (SEAL)

5

LIBER 695 PAGE 109

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 14th day of July, LIBER 114 PAGE 283 in the year nineteen hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM C. DUNN and DIXIE LOIS DUNN, his wife,

the Mortgagor s named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared SIDNEY G. ROBERTS and JUSTINA ROBERTS, his wife, Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge
Grace R. Hartge, Notary Public

Recorded-15th-July-1952-at-12:55-P.M.

I, Emerson Wiley, Executor of the Estate of Mary J. Roberts (sometimes known as Justina Roberts) do hereby assign the within mortgage unto Susie Boyd. Sidney G. Roberts, Deceased.

WITNESS my hand and seal this 5th day of June, 1956.

WITNESS:
William E. Kirk
William E. Kirk

Emerson Wiley (Seal.)
Emerson Wiley

Released 6/25/58

MORTGAGE

FROM

WILLIAM C. DUNN and

DIXIE LOIS DUNN, his wife

TO

SIDNEY G. ROBERTS and

JUSTINA ROBERTS, his wife

Beg Nov #1 Glenwood

BLOCK NO. J

Received for Record July 15, 1952 at 12:55 o'clock P. M. Same day recorded in Liber No. 695 Folio 106 &c., one of the Land Records of examined per John N. Hoggins Jr., Clerk. Cost of Record, $ 4.25

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

The Daily Record Company, Baltimore, Md.

I, Susie Boyd, do hereby assign the within mortgage unto William E. Kirk, Attorney, for the purposes of foreclosure.

Witness my hand and seal this 20th day of June, 1958.

WITNESS:
M. B. Chappell
M. B. Chappell
T. M. Rouzye
T. M. Rouzye

Susie Boyd (SEAL)
Susie Boyd

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 AUG 19 PM 1:07
& RECORDED IN LIBER GTC NO. 695 FOLIO 109
GEO. I. CROMWELL, CLERK
$4.00

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 JUL 26 AM 10:01
& RECORDED IN LIBER JHH NO. 695 FOLIO 109
GEO. I. CROMWELL, CLERK
1.00 P.O.

M. B. CHAPPELL NOTARY PUBLIC JEFFERSON COUNTY, ALABAMA

RETURN TO: W. E. WILEY Annapolis Banking & Trust Co, Annapolis, Maryland

LIBER 114 PAGE 284

WILLIAM E. KIRK, ATTORNEY
TOWNS-WORTH BLDG., SOUTH ST.
ANNAPOLIS, MD.

12,513 Equity

ASSIGNEE'S SALE

OF

VALUABLE UNIMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from William C. Dunn and Dixie Lois Dunn, his wife, dated July 14, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 695, folio 106, default having occurred thereunder, which mortgage has been assigned to William E. Kirk for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction at the Court House door on

TUESDAY, SEPTEMBER 16, 1958

at 10:15 O'clock A.M.

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

Beginning for the same at a concrete monument previously set on the northeasternmost side of Beach Road, 30 feet wide, said point of beginning marks the point of beginning of that conveyance from Sidney G. Roberts and wife to Dixie Lois Dunn by deed dated June 27, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 691, folio 453; thence from the point of beginning so fixed leaving Beach Road and binding on the last line reversely of the aforementioned conveyance from Roberts to Dunn, north 65 degrees 37 minutes 00 seconds east 126.66 feet to a point in the westernmost outline of that conveyance from Sidney G. Roberts and wife to J. D. Hedin and wife; thence binding on part of said westernmost outline, south 24 degrees 17 minutes 40 seconds east 1,175.0 feet to an iron pipe here set; thence leaving said westernmost outline and binding on the northernmost side of a 30 foot road, as now laid out south 87 degrees 26 minutes 40 seconds west 117.56 feet to an iron pipe here set; thence along a regular curve to the right, having a radius of 25.0 feet, a distance of 29.75 feet to an iron pipe here set; thence binding on the northeasternmost side of Beach Road, 30 feet wide, north 24 degrees 23 minutes 00 seconds west 1,108.08 feet to the point of beginning, containing 3.32 acres of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, in July, 1952.

Being the same property which was conveyed to the said William C. Dunn and wife by Sidney G. Roberts and wife by deed dated July 14, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 695, folio 102 and subject to an 18 foot right-of-way as set out in a Partial Release from W. Emerson Wiley et al to William C. Dunn and wife dated March 27, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1011, folio 537.

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 E. Kirk, Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

Robert Campbell, Auctioneer

FILED

1958 AUG 19 PM 1:00

Maryland Gazette Press
August [illegible], 21, 28
September 4, 11

LIBER 114 PAGE 285

In the matter of the mortgaged	:	No. 12,813 Equity
real estate of William C. Dunn	:	In the Circuit Court
and Dixie Lois Dunn, his wife	:	for Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from William C. Dunn and Dixie Lois Dunn, his wife, dated July 14, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 695, folio 106	$7,950.00
Total amount paid on principal . . . . . (Interest only for 10 years)	None
Interest 4/14/55 to 8/14/58	1,000.00
Total amount of mortgage indebtedness	$8,950.00

William E. Kirk, Assignee
~~Attorney named in mortgage~~

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of August, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, ~~Attorney named in mortgage~~ Assignee and he acknowledged the aforegoing statement of mortgage claim to be true and just as herein set forth.

WITNESS my hand and Notarial Seal.

Notary Public

FILED

1958 AUG 19 PM 1:00

7

LIBER 114 PAGE 286

IN THE MATTER OF THE	:	NO. 12,813 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF WILLIAM C. DUNN	:	CURCUIT COURT
AND DIXIE LOIS DUNN, HIS WIFE	:	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 the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, Assignee, and made oath in due form of law that, to the best of his information, knowledge and belief

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

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

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

(4) said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

William E. Kirk, Assignee

Subscribed and sworn to before me
this 21st day of August, 1958.

Grace Senseney Notary Public

My commission expires May 4, 1959

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED

1958 AUG 22 AM 9:45

8

A STOCK COMPANY — ESTABLISHED 1890

LIBER 114 PAGE 287

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 9 PAGE 412

No. 12,813 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William E. Kirk, TownsWorth Building, Annapolis, Maryland

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand & 00/100 ($5,000.00)

Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of September in the year of our Lord 1958

Whereas, the above bounden William E. Kirk

by virtue of the power contained in a mortgage from William C. Dunn & Dixie Lois Dunn

to Sidney G. Roberts & Mary Justina Roberts

bearing date the 14th day of July, 1952 and recorded among the mortgage records of Anne Arundel County in Liber J. H. H. No. 695 Folio 106 and

William E. Kirk

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William E. Kirk

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

In Testimony Whereof, the above bounden William E. Kirk

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Gloria N. Sheckells
GLORIA N. SHECKELLS

William E. Kirk (SEAL)
William E. Kirk

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Rosalie Ziegler
Rosalie Ziegler As to Surety

By Joseph D. McHugh
Joseph D. McHugh Attorney-in-Fact

FILED 1958 SEP 15 AM 11:51

FILED 1958 SEP 15 AM 11:51

Bond approved this 15th day of Sept 1958
George T. Cromwell, Clerk

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

9

WILLIAM E. KIRK,
Attorney
Towns-Worth Building,
South Street,
Annapolis, Maryland

Assignee's Sale

OF VALUABLE UNIMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from William C. Dunn and Dixie Lois Dunn, his wife, dated July 14, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 695, folio 106, default having occurred thereunder, which mortgage has been assigned to William E. Kirk, for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction at the Court House door on

Tues., Sept. 16, 1958
at 10:15 O'clock A.M.

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

Beginning for the same at a concrete monument previously set on the northeasternmost side of Beach Road, 30 feet wide, said point of beginning marks the point of beginning of that conveyance from Sidney G. Roberts and wife to Dixie Lois Dunn by deed dated June 27, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 691, folio 453; thence from the point of beginning so fixed leaving Beach Road and binding on the last line reversely of the aforementioned conveyance from Roberts to Dunn, north 65 degrees 37 minutes 00 seconds east 126.66 feet to a point in the westernmost outline of that conveyance from Sidney G. Roberts and wife to J. D. Hedin and wife; thence binding on part of said westernmost outline, south 24 degrees 17 minutes 40 seconds east 1,175.0 feet to an iron pipe here set; thence leaving said westernmost outline and binding on the northernmost side of a 30 foot road, as now laid out south 87 degrees 26 minutes 40 seconds west 117.56 feet to an iron pipe here set; thence along a regular curve to the right, having a radius of 25.0 feet, a distance of 29.75 feet to an iron pipe here set; thence binding on the northeasternmost side of Beach Road, 30 feet wide, north 24 degrees 23 minutes 00 seconds west 1,108.08 feet to the point of beginning, containing 3.32 acres of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, in July, 1952.

Being the same property which was conveyed to the said William C. Dunn and wife by Sidney G. Roberts and wife by deed dated July 14, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 695, folio 102 and subject to an 18 foot right-of-way as set out in a Partial Release from W. Emerson Wiley, et al, to William C. Dunn and wife dated March 27, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1011, folio 537.

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 E. KIRK, Attorney.
Towns-Worth Building,
South Street,
Annapolis, Maryland.
ROBERT CAMPBELL,
Auctioneer.

S-11

10

LIBER 114 PAGE 288 OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1958

We hereby certify, that the annexed

Assignee's Sale
No. 12,813 Equity
William C. Dunn

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of September, 1958. The first insertion being made the 21st day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 SEP 15 PM 3:52

H. Tilghman

LIBER 114 PAGE 289

ROBERT H. CAMPBELL - - - Auctioneer

WILLIAM E. KIRK, Attorney
Towns-Worth Building, South Street
Annapolis, Md.

ASSIGNEE'S SALE

OF VALUABLE

Unimproved Real Estate

Under and by virtue of a power of sale contained in a mortgage from William C. Dunn and Dixie Lois Dunn, his wife, dated July 14, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 695, folio 106, default having occurred thereunder, which mortgage has been assigned to William E. Kirk for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction at the Court House door on

Tuesday, Sept. 16, 1958

AT 10:15 O'CLOCK A. M.

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

Beginning for the same at a concrete monument previously set on the northeasternmost side of Beach Road, 30 feet wide, said point of beginning marks the point of beginning of that conveyance from Sidney G. Roberts and wife to Dixie Lois Dunn by deed dated June 27, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 691, folio 453; thence from the point of beginning so fixed leaving Beach Road and binding on the last line reversely of the aforementioned conveyance from Roberts to Dunn, north 65 degrees, 37 minutes 00 seconds east 126.66 feet to a point in the westernmost outline of that conveyance from Sidney G. Roberts and wife to J. D. Hedin and wife; thence binding on part of said westernmost outline, south 24 degrees 17 minutes 40 seconds east 1,175.0 feet to an iron pipe here set; thence leaving said westernmost outline and binding on the northernmost side of a 30 foot road, as now laid out south 87 degrees 26 minutes 40 seconds west 117.56 feet to an iron pipe here set; thence along a regular curve to the right, having a radius of 25.0 feet, a distance of 29.75 feet to an iron pipe here set; thence binding on the northeasternmost side of Beach Road, 30 feet wide, north 24 degrees 23 minutes 00 seconds west 1,108.08 feet to the point of beginning, containing 3.32 acres of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, in July, 1952.

Being the same property which was conveyed to the said William C. Dunn and wife by Sidney G. Roberts and wife by deed dated July 14th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 695, folio 102 and subject to an 18 foot right-of-way as set out in a Partial Release from W. Emerson Wiley et al to William C. Dunn and wife dated March 27, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1011, folio 537.

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 E. KIRK, Attorney
Towns-Worth Bldg., South St.,
Annapolis, Md.

1958 SEP 19 AM 11:42

FILED

LIBER 114 PAGE 290

Annapolis, Maryland

September 16, 1958

I hereby certify that I have this 16th day of September, 1958, sold the property of William E. Kirk, Assignee, known and described as 3.32 acres of land, more or less, according to a survey and plat by James D. Hicks, County Surveyor, in July, 1952, situated in the First Election District, Anne Arundel County, Maryland, unto

at and for the sum of $1700.00

being then and there the highest bidder(s) therefor.

Robert H. Campbell

Robert H. Campbell

ANNAPOLIS, MARYLAND

SEPTEMBER 16, 1958

I/We hereby certify that I/we have this 16th day of September, 1958, purchased from William E. Kirk, Assignee, the property known and described as 3.32 acres of land, more or less, according to a survey and plat by James D. Hicks, County Surveyor, in July, 1952, situated in the First Election District Anne Arundel County, Maryland, at and for the sum of $1700.00

and I/we hereby agree to comply with the terms of sale.

Minlaer Realty Company, Inc.

by [signature] Pres.

Purchaser

Purchaser

FILED

1958 SEP 19 AM 11:42

In the matter of the mortgaged real	:	NO. 12,813 EQUITY
estate of William C. Dunn and	:	In the Circuit Court for
Dixie Lois Dunn, his wife	:	Anne Arundel County

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Sale of William E. Kirk, Assignee 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 William C. Dunn and Dixie Lois Dunn, his wife to Sidney G. Roberts and Mary Justina Roberts, his wife, dated July 14, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 695, folio 106, said mortgage assigned to William E. Kirk, Assignee, for purposes of foreclosure, the said William E. Kirk, Assignee named in the assignment 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 at the Court House door on Tuesday, September 16, 1958, at 10:15 o'clock A.M., and then and there sold the said property to Mialger Realty Company, Inc., at and for the sum of One Thousand Seven Hundred Dollars ($1,700.00), being at that figure the highest bidder therefor, said property being as follows:

BEGINNING for the same at a concrete monument previously set on the northeasternmost side of Beach Road, 30 feet wide, said point of beginning marks the point of beginning of that conveyance from Sidney G. Roberts and wife to Dixie Lois Dunn by deed dated June 27, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 691, folio 453; thence from the point of beginning so fixed leaving Beach Road and binding on the last line reversely of the aforementioned conveyance from Roberts to Dunn, north 65 degrees, 37 minutes 00 seconds east 126.66 feet to a point in the westernmost outline of that con-

FILED

1958 SEP 19 AM 11:24

13

veyance from Sidney G. Roberts and wife to J. D. Hedin and wife; thence binding on part of said westernmost outline, south 24 degrees 17 minutes 40 seconds east 1,175.0 feet to an iron pipe here set; thence leaving said westernmost outline and binding on the northernmost side of a 30 foot road, as now laid out south 87 degrees 26 minutes 40 seconds west 117.56 feet to an iron pipe here set; thence along a regular curve to the right, having a radius of 25.0 feet, a distance of 29.75 feet to an iron pipe here set; thence binding on the northeasternmost side of Beach Road, 30 feet wide, north 24 degrees 23 minutes 00 seconds west 1,108.08 feet to the point of beginning, containing 3.32 acres of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, in July, 1952, subject to an 18 foot right-of-way, see Liber G.T.C. 1011, folio 537.

AND the said Assignee further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A Cash deposit of $500.00 will be required of the purchaser 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 E. Kirk

William E. Kirk, Assignee named in Assignment

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of September, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, Assignee named in assignment, 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 SUSANEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Grace Susaney

Notary Public

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ORDER NISI

LIBER 114 PAGE 293

In the Matter of the Mortgaged
Real Estate of William C. Dunn and
Dixie Lois Dunn, his wife
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 12,813 Equity

Ordered, this 19th day of September, 19 58, That the sale of the Property in these proceedings mentioned made and reported by William E. Kirk, Assignee named in the mortgage

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

The report states that the amount of sale was to be $ 1,700.00

George I Cromwell Clerk.

True Copy,

FILED 1958 SEP 19 AM 11:24

TEST: Clerk.

(Final Order)

In the Matter of the Mortgaged
Real Estate of William C. Dunn and
Dixie Lois Dunn, his wife
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd day of November, 19 58 that the sale made and reported by the Assignee aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED
1958 NOV -5 AM 9:51

15

LIBER 114 PAGE 294 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. 12,813 Equity
In the Matter of the Mortgaged Real Estate of William C. Dunn and Dixie Lois Dunn, his wife

Ordered, this 19th day of September, 1958, That the sale of the Property in these proceedings mentioned, made and reported by William E. Kirk, Assignee named in the mortgage. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $1,700.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-16

FILED

No. M. 1958 NOV 3 PM 12:38

16

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,813

William C. Dunn

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 October, 1958. The first insertion being made the 25th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 114 PAGE 295

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
William C. Dunn
and
Dixie Lois Dunn, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,813 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.

November 13, 1958

Laura K. Jacklung
Auditor.

FILED

1958 NOV 14 PM 3:00

2

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of William C. Dunn and Dixie Lois Dunn, his wife

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	84	00	184	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	67	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	67		
Fidelity & Deposit Co. of Md. -bond premium	20	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Grace Senseney - notary fees	1	00	161	39
To Assignee for Taxes, viz:				
1957 State and County taxes and interest	77	35		
Court costs and advertising tax sale	13	50		
1958 State and County taxes ($71.46) - 9 months 16 days	54	10	144	95
To Susie Boyd, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	1,172	60	1,172	60
			1,714	44
Amount of mortgage claim filed	8,950	00		
Interest from 8/14/58 to 9/16/58 - 33 days	49	23		
	8,999	23		
Cr. Amount Allowed above	1,172	60		
Balance subject to decree in personam	7,826	63		

18

with

William E. Kirk, Assignee

Cr.

1958				
Sept. 16	Proceeds of Sale	1,700	00	
	Interest on deferred payment to 11/7/58	14	44	1,714 44
				1,714 44

ORDER NISI LIBER 114 PAGE 298

In the Matter of the Sale of the Mortgaged Real Estate of ~~XXXXXX~~ William C. Dunn and Dixie Lois Dunn, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 12,813 Equity.

1958 NOV 14 PM 3:00

ORDERED, This 14th day of November, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22nd day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of December next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of December, 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 DEC 23 PM 1:58

Matthew S. Evans
Judge

20

LIBER 114 PAGE 299 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. 12,813 Equity

In the Matter of the Sale of the Mortgaged Real Estate of WILLIAM C. DUNN and DIXIE LOIS DUNN, his wife

Ordered, this 14th day of November, 1958, That the Report and Account of the Auitor, 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of December next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,813

Auditor Account

William C. Dunn

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 December, 1958. The first insertion being made the 20th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 16,758 DEC 10 AM 11:35 By Hazel Tilghman

21

LIBER 114 PAGE 300

IN THE MATTER OF THE	:	NO. 12,814 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF ROBERT L. POOLE	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

Mr. Clerk:

Please docket the above entitled case, record the Assignment, and file the original mortgage herewith.

William E. Kirk, Assignee
~~Attorney named in Mortgage~~
Towns-Worth Building
Annapolis, Maryland

FILED

1958 AUG 19 PM 1:00

MORTGAGE FEE—COUNTY—$4.

LIBER 693 PAGE 120

PURCHASE MONEY

LIBER 114 PAGE 301

No. 12,514 Equity

This Mortgage, Made this 3rd day of July,

in the year nineteen hundred and fifty-two, by and between ROBERT L. POOLE,

Mortgagor , of Anne Arundel County in the State of Maryland, of the first part,

and SIDNEY G. ROBERTS and JUSTINA ROBERTS, his wife,

Mortgagee s , of the second part.

WHEREAS, the said mortgagor is justly indebted unto the said mortgagees in the full and just sum of EIGHT HUNDRED SEVENTY-FIVE DOLLARS ($875.00), being the balance of the unpaid purchase price for the hereinafter-described property, to be repaid within the expiration of ten (10) years from the date of these presents, in monthly installments of TEN DOLLARS ($10.00) each, payable on the 3rd day of each and every month hereafter, until the full sum of EIGHT HUNDRED SEVENTY-FIVE DOLLARS ($875.00), together with interest at the rate of six per cent (6%) per annum is paid, said payments to be applied first to the interest on the unpaid balance and the remainder to the principal, and as evidencing the same, has this day passed unto the said mortgagees his promissory note of even date herewith in the amount of EIGHT HUNDRED SEVENTY-FIVE DOLLARS ($875.00), payable in installments as aforesaid; and

WHEREAS, it is hereby agreed and understood that the mortgagor shall have the right and privilege of increasing his installment payments in any amount or to pay the entire debt hereby secured at any time; and the mortgagees hereby agree to accept such payment; and upon the full payment of said debt, with all interest up to the date of actual payment, they will release this mortgage; and

WHEREAS, it was a condition precedent to the making of said loan that this mortgage should be executed for the purpose of securing said promissory note, together with any and all renewals thereof or substitutes therefor at the times limited for the same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor does grant and convey unto the said Mortgagee s, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the First Election District of Anne Arundel County, aforesaid, and described as follows, subject to the restrictions of record:

BEGINNING for the same at a concrete monument heretofore set on the westernmost side of Beach Road (30 feet wide) at the end of the first line of that conveyance from Sidney G. Roberts and wife to John H. Derham and wife dated April 4, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 624, folio 413; thence from point of beginning so fixed and binding on said side of said road, north 24 degrees 23 minutes west 60 feet to an iron pipe; thence leaving said side of said road, south 65 degrees 37 minutes west 105.55 feet to the shoreline of Roberts Basin; thence with the shoreline of said basin, being an irregular curve and being a chord of south 21 degrees 23 minutes 10 seconds east 60.09 feet; thence leaving said shoreline of said basin, north 65 degrees 37 minutes east 108.70 feet to the point of beginning, with the use thereof in common to use Beach Road and Cove Road, both leading to the county road, containing 6,427 square feet, more or less, according to a survey made by James D. Hicks, County Surveyor, in May, 1951, and being Lot No. 9 in Block E, according to an unrecorded plat of Ramsey Bay.

BEING the same property which was conveyed to the said Robert L. Poole by Sidney G. Roberts and wife by deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1958 AUG 19 PM 1:00

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of SIDNEY G. ROBERTS and JUSTINA ROBERTS, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, forever, in fee simple, subject to the restrictions of record.

PROVIDED, that if the said mortgagor, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of EIGHT HUNDRED SEVENTY-FIVE ($875.00) 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 mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said mortgagor, for himself, his heirs, personal representatives and assigns, do es hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of ONE HUNDRED ($100.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, an attorney's fee of FIFTY DOLLARS ($50.00), all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said attorney's fee, expenses, costs and commission the said Mortgagor, for himself, his heirs, personal representatives and assigns, do es hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said attorney's fee, expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said attorney's fee, principal, costs, expenses and commission.

AND the said mortgagor, for himself, his personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least EIGHT HUNDRED SEVENTY-FIVE DOLLARS ($875.00) ~~Dollars~~; and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor.

TEST:

Grace R. Hartge
Grace R. Hartge

Robert L. Poole (SEAL)
Robert L. Poole

(SEAL)

(SEAL)

(SEAL)

4

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: LIBER 114 PAGE 304

I Hereby Certify, that on this 3rd day of July, in the year nineteen hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROBERT L. POOLE, the Mortgagor named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be his act. At the same time also appeared SIDNEY G. ROBERTS and JUSTINA ROBERTS, his wife, 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.

WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

Recorded- 7th July, 1952, at 9:45 A.M.

I, Emerson Wiley, Executor of the Estate of Mary J. Roberts (sometimes known as Justina Roberts) do hereby assign the within mortgage unto Susie Boyd. Sidney G. Roberts, Deceased.

WITNESS my hand and seal this 5th day of June, 1950.

WITNESS:
William E. Kirk
William E. Kirk

Emerson Wiley (Seal)
Emerson Wiley

MORTGAGE

FROM ROBERT L. POOLE

TO SIDNEY G. ROBERTS and JUSTINA ROBERTS, his wife

Buy 407 R1 Edgewater Md.

BLOCK NO.

Received for Record July, 19 57, at 9:45 o'clock A.M. Same day recorded in Liber 2.2.K No. 693 Folio 120 &c., one of the Land Records of A.A Co. examined per Clerk.

Cost of Record, $ 4.25 Pd.

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

The Daily Record Company, Baltimore, Md.

I, Susie Boyd, do hereby assign the within mortgage unto William E. Kirk, Attorney, for the purposes of foreclosure.

Witness my hand and seal this 20th day of June, 1958.

WITNESS:
M. B. Chappell
M. B. Chappell

Susie Boyd (SEAL)
Susie Boyd

T. M. Rouzer

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 AUG 19 PM 1:07
& RECORDED IN LIBER 816
NO. 693 FOLIO 123
GEO. T. CROMWELL, CLERK
$1.00

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 JUL 26 AM 10:02
& RECORDED IN LIBER 1147
NO. 693 FOLIO 123
GEO. T. CROMWELL, CLERK
100 Pd

RETURN TO:
WE WILEY
Annapolis Banking & Trust Co.
Annapolis, Maryland

LIBER 114 PAGE 305

In the matter of the mortgaged	:	No. 12,814 Equity
real estate of Robert L. Poole	:	In the Circuit Court for
	:	Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Robert L. Poole, dated July 3, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 693, folio 120	$ 875.00
Total amount paid on principal	11.27
	$ 863.73
Interest 9/3/52 to 9/2/58	305.00
Total amount of mortgage indebtedness	$1,168.00

William E. Kirk, Assignee
~~Attorney named in mortgage~~

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of August, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, ~~Attorney named in mortgage~~ Assignee, and he acknowledged the a foregoing statement of mortgage claim to be true and just as herein set forth.

WITNESS my hand and Notarial Seal.

Notary Public

FILED

1958 AUG 19 PM 1:00

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LIBER 114 PAGE 306

WILLIAM E. KIRK, ATTORNEY
TOWNS-WORTH BLDG., SOUTH ST.
ANNAPOLIS, MD.

ASSIGNEE'S SALE

OF

VALUABLE UNIMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Robert L. Poole, dated July 3, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 693, folio 120, default having occurred thereunder, which mortgage has been assigned to William E. Kirk for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction at the Court House door on

TUESDAY, SEPTEMBER 16, 1958

at 10:30 o'clock A.M.

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

BEGINNING for the same at a concrete monument heretofore set on the westernmost side of Beach Road (30 feet wide) at the end of the first line of that conveyance from Sidney G. Roberts and wife to John H. Derham and wife dated April 4, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 624, folio 413; thence from point of beginning so fixed and binding on said side of said road, north 24° 23' West 60 feet to an iron pipe; thence leaving said side of said road, South 65° 37' West 105.55 feet to the shoreline of Roberts Basin; thence with the shoreline of said basin, being an irregular curve and being a chord of south 21° 23' 10" East 60.09 feet; thence leaving said shoreline of said basin, north 65° 37' East 108.70 feet to the point of beginning, with the use thereof in common to use Beach Road and Cove Road, both leading to the county road, containing 6,427 square feet, more or less, according to a survey made by James D. Hicks, County Surveyor, in May, 1951, and being Lot No. 9 in Block E, according to an unrecorded plat of Ramsey Bay.

BEING the same property which was conveyed to the said Robert L. Poole by Sidney G. Roberts and wife by deed dated July 3, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 693, folio 116.

TERMS OF SALE: A cash deposit of $100.00 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 E. Kirk, Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

Robert Campbell, Auctioneer

Maryland Gazette Press
August , , 21, 28
September 4, 11

FILED

1958 AUG 19 PM 1:00

1

LIBER 114 PAGE 307

IN THE MATTER OF THE	:	NO. 12,814 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF	:	CIRCUIT COURT
ROBERT L. POOLE	:	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 the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, Assignee, and made oath in due form of law 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 have been ordered to report for military service.

William D. Kirk
William E. Kirk, Assignee

Subscribed and sworn to before me
this 21st day of August, 1958.

Grace Senseney
Grace Senseney Notary Public

My commission expires May 4, 1959

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1958 AUG 22 AM 9:45

8

72 93 746

LIBER 114 PAGE 308

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 9 PAGE 413

No. 12,814 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William E. Kirk, Towns-Worth Building, Annapolis, Maryland

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand & 00/100 ($1,000.00)

Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of September in the year of our Lord 1958

Whereas, the above bounden William E. Kirk

by virtue of the power contained in a mortgage from Robert L. Poole

to Sidney G. Roberts & Mary Justina Roberts

bearing date the 3rd day of July, 1952 and recorded among the mortgage records of Anne Arundel County

in Liber J.H.H. No. 693 Folio 120 and

William E. Kirk

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William E. Kirk

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

In Testimony Whereof, the above bounden William E. Kirk

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Gloria N. Sheckells
GLORIA N. SHECKELLS

William E. Kirk (SEAL)
William E. Kirk

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Rosalie Ziegler
Rosalie Ziegler *As to Surety*

By Joseph C. McHugh
Joseph C. McHugh *Attorney-in-Fact*

MD3228a—500, 10-57 147555
Mortgagee's or Attorney's Bond

FILED

1958 SEP 15 AM 11:51

Bond Approved this 15th day of Sept, 1958
George T. Cromwell, Clerk

WILLIAM E. KIRK, Attorney
Towns-Worth Building,
South Street,
Annapolis, Maryland

Assignee's Sale
OF VALUABLE UNIMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Robert L. Poole, dated July 3, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 693, folio 120, default having occurred thereunder, which mortgage has been assigned to William E. Kirk for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction at the Court House door on

Tues., Sept. 16, 1958
at 10:30 O'clock A.M.

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

BEGINNING for the same at a concrete monument heretofore set on the westernmost side of Beach Road (30 feet wide) at the end of the first line of that conveyance from Sidney G. Roberts and wife to John H. Derham and wife dated April 4, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 624, folio 413; thence from point of beginning so fixed and binding on said side of said road, north 24° 23' West 60 feet to an iron pipe; thence leaving said side of said road, South 65° 37' West 105.55 feet to the shoreline of Roberts Basin; thence with the shoreline of said basin, being an irregular curve and being a chord of south 21° 23' 10" East 60.09 feet; thence leaving said shoreline of said basin, north 65° 37' East 108.70 feet to the point of beginning, with the use thereof in common to use Beach Road and Cove Road, both leading to the county road, containing 6,427 square feet, more or less, according to a survey made by James D. Hicks, County Surveyor, in May, 1951, and being Lot No. '9' in Block E, according to an unrecorded plat of Ramsey Bay.

BEING the same property which was conveyed to the said Robert L. Poole by Sidney G. Roberts and wife by deed dated July 23, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 693, folio 116.

TERMS OF SALE: A cash deposit of $100.00 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 E. KIRK, Attorney.
Towns-Worth Building,
South Street,
Annapolis, Maryland.
ROBERT CAMPBELL,
Auctioneer. 8-11

LIBER 114 PAGE 309 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1958

We hereby certify, that the annexed

Assignee's Sale
No. 12,814 Equity
Robert L. Poole

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of September, 1958. The first insertion being made the 21st day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958
SEP 15 PM 3:52
By H. Tilghman

ROBERT H. CAMPBELL - - - Auctioneer

WILLIAM E. KIRK, Attorney
Towns-Worth Building, South Street
Annapolis, Md.

ASSIGNEE'S SALE

OF VALUABLE

Unimproved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Robert L. Poole, dated July 3, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 693, folio 120, default having occurred thereunder, which mortgage has been assigned to William E. Kirk for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction at the Court House door on

Tuesday, Sept. 16, 1958

AT 10:30 O'CLOCK A. M.

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

BEGINNING for the same at a concrete monument heretofore set on the westernmost side of Beach Road (30 feet wide) at the end of the first line of that conveyance from Sidney G. Roberts and wife to John H. Derham and wife dated April 4, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 624, folio 413; thence from point of beginning so fixed and binding on said side of said road, north 24 degrees 23 minutes West 60 feet to an iron pipe; thence leaving said side of said road, South 65 degrees 37 minutes West 105.55 feet to the shoreline of Roberts Basin; thence with the shoreline of said basin, being an irregular curve and being a chord of south 21 degrees 23 minutes 10 seconds East 60.09 feet; thence leaving said shoreline of said basin, north 65 degrees, 37 minutes East 108.70 feet to the point of beginning, with the use thereof in common to use Beach Road and Cove Road, both leading to the county road, containing 6,427 square feet, more or less, according to a survey made by James D. Hicks, County Surveyor, in May, 1951, and being Lot No. 9 in Block E, according to an unrecorded plat of Ramsey Bay.

BEING the same property which was conveyed to the said Robert L. Poole by Sidney G. Roberts and wife by deed dated July 3, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 693, folio 116.

TERMS OF SALE: A cash deposit of $100.00 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 E. KIRK, Attorney
Towns-Worth Bldg., South St.,
Annapolis, Md.

LIBER 114 PAGE 311

Annapolis, Maryland
September 16, 1958

I hereby certify that I have this 16th day of September, 1958, sold the property of William E. Kirk, Assignee, known as Lot No. 9, Block E, according to an unrecorded plat of Ramsey Bay, First Election District, Anne Arundel County, Maryland, unto

at and for the sum of $925.00

being then and there the highest bidder(s) therefor.

Robert H. Campbell

ANNAPOLIS, MARYLAND
September 16, 1958

I/We hereby certify that I/we have this 16th day of September, 1958, purchased from William E. Kirk, Assignee, the property known as Lot No. 9, Block E, according to an unrecorded plat of Ramsey Bay, First Election District, Anne Arundel County, Maryland, at and for the sum of

$925.00

and I/we hereby agree to comply with the terms of sale.

Purchaser

Purchaser

2013 Powder Mill Rd.
Silver Spring Md.
HOME HE. 4 3272
OFFICE ST. 3 5434

FILED
1958 SEP 19 AM 11:49

12

In the matter of the mortgaged real	:	No. 12,814 Equity
estate of Robert L. Poole	:	In the Circuit Court for
	:	Anne Arundel County

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Sale of William E. Kirk, Assignee 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 Robert L. Poole to Sidney G. Roberts and Mary Justina Roberts, his wife, dated July 3, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 693, folio 120, said mortgage assigned to William E. Kirk, Assignee, for purposes of foreclosure, the said William E. Kirk, Assignee named in the assignment, 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 at the Court House door on Tuesday, September 16, 1958, at 10:30 o'clock A.M., and then and there sold the said property to Nicholas J. Sokcevic and Martha M. Sokcevic, his wife, at and for the sum of Nine Hundred Twenty-five Dollars ($925.00), being at that figure the highest bidder therefor, said property being as follows:

BEGINNING for the same at a concrete monument heretofore set on the westernmost side of Beach Road (30 feet wide) at the end of the first line of that conveyance from Sidney G. Roberts and wife to John H. Derham and wife dated April 4, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 624, folio 413; thence from point of beginning so fixed and binding on said side of said road, north 24 degrees 23 minutes West 60 feet to

Interlineation of Sokievic to Sokcevic made by authority of Order of Court dated 11-22-58, Nunc Pro Tunc as of Sept. 19, 1958.

FILED
1958 SEP 19 AM 11:49

13

to an iron pipe; thence leaving said side of said road, South 65 degrees 37 minutes West 105.55 feet to the shoreline of Roberts Basin; thence with the shoreline of said basin, being an irregular curve and being a chord of south 21 degrees 23 minutes 10 seconds East 60.09 feet; thence leaving said shoreline of said basin, north 65 degrees, 37 minutes East 108.70 feet to the point of beginning, with the use thereof in common to use Beach Road and Cove Road, both leading to the county road, containing 6,427 square feet, more or less, according to a survey made by James D. Hicks, County Surveyor, in May, 1951, and being Lot No. 9 in Block E, according to an unrecorded plat of Ramsey Bay.

AND the said Assignee further reports that he has received from the said 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 $100.00 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 E. Kirk

William E. Kirk, Assignee
named in assignment

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of September, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, Assignee named in Assignment, 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 SINEMY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Grace Sinemy

Notary Public

14

ORDER NISI

LIBER 114 PAGE 314

In the matter of the Mortgaged Real Estate of Robert L. Poole

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,814 Equity

Ordered, this 19th day of September, 19 58, That the sale of the Property in these proceedings mentioned made and reported by William E. Kirk, Assignee named in the mortgage ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of Ocotber next; Provided, 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.

The report states that the amount of sales ~~xxxx~~ was $ 925.00

George J. Cromwell Clerk.

True Copy,

FILED 1958 SEP 19 AM 11:49

TEST: Clerk.

(Final Order)

In the matter of the Mortgaged Real Estate of Robert L. Poole

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd day of November, 1958 that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans Judge

FILED

1958 NOV -5 AM 9:52

15

LIBER 114 PAGE 315

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. 12,814 Equity
In the Matter of the Mortgage Real Estate of ROBERT L. POOLE

Ordered, this 19th day of September, 1958, That the sale of the Property in these proceedings mentioned, made and reported by William E. Kirk, Assignee named in the mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of October oext; Provided, a copy of this Order be inserted in some newspaper published in Anoe Arundel County, once in each of three successive weeks before the 27th day of October next.

The report states that the amount of sale was $925.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1958

We hereby certify, that the annexed Order Nisi Sale Eq 12,814 Robert L. Poole

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 October, 1958. The first insertion being made the 25th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 5 1958 NOV -3 PM 12:38

16

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
vs.
Robert L. Poole

In the

Circuit Court

For

Anne Arundel County

No. 12,814 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. Jacklin
Auditor.

November 13, 1958

FILED

1958 NOV 14 PM 3:03

17

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Robert L. Poole in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	55	28	155	28
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	12	96		
Fidelity & Deposit Co. of Md. -bond premium	10	00		
Robert H. Campbell -auctioneer's fee	35	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Grace Senseney - notary fees	1	00	130	30
To Assignee for Taxes, viz:				
1957 State and County taxes and interest	6	99		
Court costs and advertising tax sale	13	50		
1958 State and County taxes ($6.70) - 8 months 16 days	4	81	25	30
To Susie Boyd, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	569	50	569	50
			931	88
Amount of mortgage claim filed	1,168	00		
Interest on $863.73 from 9/2/58 to 9/16/58 - 14 days	2	02		
	1,170	02		
Cr. Amount allowed above	569	50		
Balance subject to decree in personam	600	52		

18

with

William E. Kirk, Assignee

Cr.

1958				
Sept.	16	Proceeds of Sale	925 00	
		Interest on deferred payment of $825.00 to 11/7/58	6 88	931 88
				931 88

19

ORDER NISI LIBER 114 PAGE 319

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

Robert L. Poole

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,814 Equity.

FILED
1958 NOV 14 PM 3:03

ORDERED, This 14th day of November, 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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of December next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of December, 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~~ Mortgagee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 DEC 23 PM 1:58

Matthew S. Evans

20

LIBER 114 PAGE 320

IN THE MATTER OF	:	NO. 12,814 EQUITY
THE MORTGAGED REAL ESTATE	:	IN THE
OF ROBERT L. POOLE	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

PETITION TO CORRECT PURCHASER'S NAME

TO THE HONORABLE JUDGES OF THE SAID COURT:

Your Petitioner, William E. Kirk, Assignee, respectfully states:

1. That your Petitioner sold the within described property under the power of sale recited in the within mortgage on September 17, 1958 to Nicholas J. Sokcevic and Martha M. Sokcevic, his wife, at and for the sum of Nine Hundred Twenty-five Dollars ($925.00), and said sale was duly reported and ratified by this Honorable Court.

2. That your Petitioner erroneously reported the name of the purchaser as Nicholas J. Sokievic and Martha M. Sokievic.

WHEREFORE, your Petitioner prays that this Honorable Court direct the clerk to change the names of the purchasers on said report of sale nunc pro tunc, as of September 19, 1958, by interlineation and finally ratify the sale to Nicholas J. Sokcevic and Martha M. Sokcevic.

AND, as in duty bound, etc.

William E. Kirk, Assignee

FILED

1958 NOV 20 AM 9:20

21

LIBER 114 PAGE 321

ORDER

Upon the aforegoing Petition, it is this 21st day of November, 1958, ORDERED by the Circuit Court for Anne Arundel County, that the Clerk of Court be, and he hereby is directed to change the names of the purchasers in the Report of Sale filed herein from Nicholas J. Sokievic and Martha M. Sokievic to Nicholas J. Sokcevic and Martha M. Sokcevic by interlineation, nunc pro tunc as of September 19, 1958; and

It is further ORDERED by this Court that the Report of Sale to Nicholas J. Sokcevic and Martha M. Sokcevic filed herein by the Assignee be and the same is hereby finally ratified and confirmed.

Matthew S. Evans
Judge

FILED

1958 NOV 21 PM 2:03

22

LIBER 114 PAGE 322 OFF 3 OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1958

We hereby certify, that the annexed Order Nisi Eq. 12,814 Auditor account Robert L Poole

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 December, 1958. The first insertion being made the 20th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,814 Equity

In the Matter of the Sale of the Mortgaged Real Estate of ROBERT L. POOLE

Ordered, this 14th day of November, 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 on or before the 22nd day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of December next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-4

FILED

No. M.G. 16 ~~1958~~ DEC 10 AM 11:35

23

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION,
a body corporate of the State of
Delaware,
236 Main Street
Annapolis, Maryland

IN EQUITY

EQUITY NO. 12679

Plaintiff

vs.

ROBERT K. THOMPSON and
MILDRED K. THOMPSON, his wife,
6403 40th Avenue
University Park, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

Lot 183 and improvements, Section B, Parkway C, also known as Parkway 6, as shown on the Plat of Sylvan Shore. (Plat Book 8, folio 5, formerly Plat Book F.S.R. 3, folio 17)

ARTHUR WILLIAMS
Pasadena, Maryland
CRESTLINE HOMES CORPORATION, Mortgagee
Ritchie Highway
Glen Burnie, Maryland
HOME OWNERS SECURITY CORPORATION, Assignee
Glen Burnie, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Five (5) acres and improvements as situated at Rock Point.

LOUIS A. PINCUS, also known as Louis A. Pincius, and
ESTHER PINCUS, his wife, also known as Esther Pincius,
829 Quincy Street, N. W.
Washington, D. C.
ANNAPOLIS BANKING & TRUST COMPANY, Mortgagee
Annapolis, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:

Lots 4538-4539 and 1/2 lot 4540 and improvements as shown on the plat of Woodland Beach. (Said plat being more particularly described as "Third Map of Woodland Beach", Plat Book 8, folio 10; formerly F.S.R. 3, folio 22)

JOHN GIBSON and
BESSIE GIBSON, his wife,
211 Shenandoah Avenue
Baltimore 25, Maryland
THEODORE R. GIBSON, Surviving heir at law
Address unknown
CITY FINANCE COMPANY, Inc., Judgment Creditor
Baltimore, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Election District of Anne Arundel County, to wit:

Lots 143-144-145, as shown on the plat of Patapsco Park. (More particularly described as Plat Book 12, folio 8, plat of Patapsco Park)

FILED
1958 MAY 20 AM 11:41

ELIZABETH D. EVANS and
CEDRIC I. EVANS
1510 N. Jefferson Street
Arlington, Virginia
And any and all persons having or claiming to have any interest in the following described real estate located in the Seventh Election District of Anne Arundel County, to wit:

Lots 2-4-6-8, Block 11, Section A, and Lots 31-33, Block A as shown on the plat of Avalon Shores. (Said plat being recorded in Plat Book 8, folio 36)

TAFT BOLDWARE and
BLANCHE BOLDWARE, his wife,
125 "R" Street, N.E.
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the Seventh Election District of Anne Arundel County, to wit:

Lots 3-4-5-6, Block 9, as shown on the plat of Columbia Beach. (Plat Book 11, folio 18)

WALTER M. BOWMAN and
MASSIE M. BOWMAN, his wife,
133 Heckman Street, N. E.
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the Seventh Election District of Anne Arundel County, to wit:

Lots 8-9-10-11, Block 17, J. H.H. 796 - 351, as shown on the Plat of Columbia Beach. (Plat Book 11, folio 24)

JAMES C. ELLIS
618 Rock Creek Church Road, N. W.
Washington 10, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the Seventh Election District of Anne Arundel County, to wit:

Lots 32-33, Block 4, as shown on the plat of Columbia Beach, (Plat Book 11, folio 18).

IDA B. GRAHAM,
also known as Ila B. Graham, and
THOMAS P. GRAHAM, her son
6102 - 44th Place
Riverdale, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Seventh Election District of Anne Arundel County, to wit:

Lot 1, Block 29, as shown on the plat of Franklin Manor Beach. (Revised plat of Blocks 29, 30, 31, 32 & 33, Franklin Manor Beach recorded in Plat Book 9, folio 47)

WARREN SMADBECK and
WILLIAM E. GRIFFITH
2027 Branch Street (or Avenue), S. E.
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:

Lots 4127-4128 as shown on the plat of Woodland Beach. (Third Map of Woodland beach, Plat Book 8, folio 10)

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PATRICK F. FAGON,
also known as Patrick F. Fagan,
MARY A. FAGON, his wife,
also known as Mary A. Fagan
2511 Palmer Place, S. E.
Washington, D. C.

And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

Lot 25, Block 8, as shown on the Plat of Severn Grove. (Recorded in Plat Book 8, folio 41)

ETHEL C. DeCATUR
1611 E. Street, S. E.
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

Lot 13, Block C, Plat 4, Section 1, as shown on the plat of South Haven. (Also known as S. Haven)

C. H. SMITH
5480 Allentown Road, S. E.
Washington 20, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

Lot 13, Block U, Section 1, Plat 3, as shown on the plat of South Haven. (The resubdivision of Part of Section 1, South Haven recorded in Plat Book 10, folio 14)

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That it is a corporation duly organized and existing under the laws of the State of Delaware and duly registered and qualified in the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 69-114 inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland (1951 Edition).

2. That on October 8, 1956, your Plaintiff, at a regular tax sale, purchased from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. 3023 - Lot 183 and improvements, Section B, Parkway 6, as shown on the plat of Sylvan Shores, Second Election District and assessed to Robert K. and Mildred K. Thompson.

(2) Certificate No. 3041 - 5 acres and improvements as situated at Rock Point in the Third Election District and assessed to Arthur Williams.

(3) Certificate No. 3202 - Lots 4538-4539 and 1/2 of lot 4540 and improvements as shown on the plat of Woodland Beach, First Election District and assessed to Louis A. Pincius.

(4) Certificate No. 3213 - Lots 143-144-145, as shown on the plat of Patapsco Park, Fifth Election District and assessed to John H. and Bessie Gibson.

(5) Certificate No. 3224 - Lots 2-4-6 and 8, Block 11, and Lots 31 and 33 in Block 18, as shown on the Plat of Avalon Shores, Seventh Election District and assessed to Eliz. D. Evans, also known as Elizabeth D. Evans.

(6) Certificate No. 3225 - Lots 3-4-5 and 6, Block 9, as shown on the plat of Columbia Beach, Seventh Election District and assesed to Taft Boldware and Blanche.

(7) Certificate No. 3226 - Lots 8-9-10 and 11, Block 17, as shown on the Plat of Columbia Beach, Seventh Election District, and assessed to Walter Bowman and Massie M.

(8) Certificate No. 3227 - Lots 32 and 33, Block 4, as shown on the plat of Columbia Beach, Seventh Election District and assessed to Jas. C. Ellis,(should be James C. Ellis)

(9) Certificate No. 3229 - Lot 1, Block 29, as shown on the plat of Franklin Manor Beach (Should be "Revised Plat of Blocks 29, 30, 31, 32 & 33, Franklin Manor Beach"), Seventh Election District and assessed to Ila B. Graham and Thomas P. Graham.

(10) Certificate No. 3241 - Lots 4127 and 4128, as shown on the plat of Woodland Beach, First Election District and assessed to Warren Smadbeck and wife and B/T Wm. E. Griffith.

(11) Certificate No. 3242 - Lot 25, Block 8, as shown on the plat of Severn Grove, Second Election District, and assessed to Patrick F. Fagon and Mary, (The correct name should be Patrick F. Fagan and Mary).

(12) Certificate No. 3243 - Lot 13, Block C, Plat 4, Section 1, as shown on the plat of S. Haven (correct name should be South Haven), Second Election District, and assessed to Ethel C. DeCatur.

(13) Certificate No. 3244 - Lot 13, Block U, (should be Block U-1) Section 1, Plat 3, as shown on the Plat of S. Haven (should be South Haven) Second Election District and assessed to C. H. Smith.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: Numbers 3023, 3041, 3202, 3213, 3224, 3225, 3226, 3227, 3229, 3241, 3242, 3243, 3244, dated October 8, 1956, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits" Numbers 1 to 13, inclusive and are prayed to be read and considered a part hereof as fully as if incorporated herein.

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4. That diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

(1) That Robert K. Thompson and Mildred K. Thompson, his wife, are the record owners of Lot 183, as shown on the plat of Sylvan Shores, Section B, Second Election District.

(2) That Arthur Williams is the record owner of 5 acres of land at Rock Point (which said name, "Rock Point" is a general indication of location and is a road name used to designate location) in the Third Election District; and further the Defendants Crestline Homes Corporation and the Home Owners Security Corporation are joined herein for the purpose of foreclosing any interest which they might have in said property by reason of the mortgage and assignment thereof, which said mortgage to the said Crestline Homes Corporation is recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 947, folio 492, being recorded on the 8th day of July, 1955, and subsequently was assigned by the said named defendant to the said Home Owners Security Corporation in July and said assignment was duly recorded among the Land Records of Anne Arundel County on the 11th day of July, 1955 in Liber G.T.C. No. 947, folio 496.

(3) That Louis A. Pincus, also known as Louis A. Pincius, and Esther Pincus, also known as Esther Pincius, are the record owners of Lots 4538, 4539 and part of 4540, as shown on a plat of Woodland Beach, First Election District; and that the defendants, The Annapolis Banking and Trust Company, are joined herein to foreclose any interest it or they may have in said property as represented by their mortgage recorded August 13, 1938 in Liber F.A.M. No. 186, folio 271, in the sum of $3,117.40 said mortgage being unreleased, unpaid and open upon the records.

(4) That John H. Gibson , also known as John Gibson, and Bessie Gibson, his wife, are the record owners of Lots 143, 144 and 145, as shown on the plat of Patapsco Park, Plat book No. 12, folio 8, Fifth Election District, and that the defendant, Theodore R. Gibson, is joined herein for the purpose of foreclosing any interest which he might have in said property as the purported only heir at law of the said John H. Gibson, who is purported to have died on the 3rd day of March, 1933 and said defendant is also the purported only heir at law of Bessie Gibson, who is alleged to have died in April, 1952; it is alleged that both record owners died intestate and a diligent search of the records of the Orphans' Court for Anne Arundel County reveals no information, administration or Will. (the above information is alleged in the recital of a deed from the aforementioned defendant, Theodore R. Gibson, whose marital status is undisclosed, which was duly filed among the Land Records of Anne Arundel County in Liber G.T.C. No. 1013, folio 296) Further that the other named defendant herein, specifically the City Finance Company, Inc. is joined herein to foreclose any interest it might have by reason of a Magistrates Judgment acquired against one Bessie Gibson on the 5th day of August, 1954 in the amount of $92.26 plus interest and costs, as evidenced by said Judgment recorded among the Judgment Records of Anne Arundel County in Liber J.H.H. No. 12, folio 87. (Note: the said defendant named herein has acquired a judgment which appears on its face to have arisen several years after her death. Any claim filed in behalf of said defendant must be supported by strict proof thereof)

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(5) That Elizabeth D. Evans, also knows as Eliz. D. Evans, is the record owner of lots 2-4-6 and 8, Block 11 and Lots 31-33, Block 18, as shown on the plat of Avalon Shores in the Seventh Election District. The defendant Cedric I. Evans being joined in, herein, to foreclose any right or interest he may have, whether the same be of record or undisclosed.

(6) That Taft Boldware and Blanche Boldware, his wife, are the record owners of Lots 3-4-5 and 6, Block 9, as shown on the Plat of Columbia Beach in the 7th Election District.

(7) That Walter M. Bowman and Massie M. Bowman, his wife, are the record owners of Lots 8-9-10 and 11, Block 17, as shown on the plat of Columbia Beach in the Seventh Election District.

(8) That James C. Ellis is the record owner of Lots 32-33, Block 4, as shown on the plat of Columbia Beach, Seventh Election District.

(9) That Ila B. Graham, also known as Ida B. Graham, and Thomas P. Graham, her son, Joint Tenants, are the record owners of Lot 1, Block 29, as shown on the plat of Franklin Manor Beach. (Resubdivision - "Revised Plat of Blocks 29-30-31-32 and 33, Franklin Manor Beach) Seventh Election District.

(10) That Warren Smadbeck is the record owner of Lots 4127 and 4128, as shown on the plat or Map of Woodland Beach, First Election District; the defendant William E. Griffith is joined herein to foreclose any interest which he might have in said property by reason of a recorded or unrecorded contract of sale as indicated by the assessment records.

(11) That Patrick F. Fagan, also known as Patrick F. Fagon, and Mary A. Fagan, also known as Mary A. Fagon, are the record owners of Lot 25, Block 8, as shown on the Plat of Severn Grove, Second Election District.

(12) That Ethel C. DeCatur is the record owner of Lot 13, Block C, as shown on the plat of S. Haven, also known as South Haven, and also known as Resubdivision of Part of Section 1, South Haven, Second Election District.

(13) That C. H. Smith is the record owner of Lot 13, Block U-1, Section 1, as shown on the plat of South Haven (Resubdivision of Part of Section 1, South Haven) Second Election District.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 8, 1956, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and the City of Annapolis, and plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

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CERTIFICATE NO.	BID	...ICE PAID
(1) 3023	$126.07	$126.07
(2) 3041	65.00	58.46
(3) 3202	1000.00	228.74
(4) 3213	43.13	43.13
(5) 3224	36.88	36.88
(6) 3225	74.32	74.32
(7) 3226	90.00	30.67
(8) 3227	61.57	61.57
(9) 3229	27.97	27.97
(10) 3241	36.15	36.15
(11) 3242	14.57	14.57
(12) 3243	16.04	16.04
(13) 3244	17.12	17.12

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7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
(1) 3023	$126.07
(2) 3041	58.46 ✓
(3) 3202	228.74
(4) 3213	43.13
(5) 3224	36.88
(6) 3225	74.32
(7) 3226	30.67
(8) 3227	61.57
(9) 3229	27.97
(10) 3241	36.15
(11) 3242	14.57
(12) 3243	16.04
(13) 3244	17.12

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on each of the above Certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoenae be issued and served upon the Defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the

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properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

And as in duty bound, etc.

SOUTHERN MUNICIPAL CORPORATION

By: C. Maurice Weidemeyer
C. Maurice Weidemeyer, President

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

J. Walter Scholz, for Comptl
J. Walter Scholz
145 Main Street
Annapolis, Maryland - Colonial 3-3552
Attorneys for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is the President of SOUTHERN MUNICIPAL CORPORATION, Plaintiff herein, and he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 20th day of May, 1958.

Mildred P. Brice
Mildred P. Brice - Notary Public

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C. Maurice Weidemeyer
~~J. Walter Scholz~~
Annapolis, Maryland
Attorneys

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION,
a body corporate of the State of
Delaware,
236 Main Street
Annapolis, Maryland

Plaintiff

vs.

IN EQUITY

EQUITY NO. 12679

ROBERT K. THOMPSON and MILDRED K. THOMPSON, his wife, 6403 40th Avenue, University Park, Maryland.

ARTHUR WILLIAMS, Pasadena, Maryland; CRESTLINE HOMES CORPORATION, Mortgagee, Ritchie Highway, Glen Burnie, Maryland; and HOME OWNERS SECURITY CORPORATION, Assignee of Mortgage, Glen Burnie, Maryland.

LOUIS A. PINCUS, also known as Louis A. Pincius, and ESTHER PINCUS, also known as Esther Pincius, his wife, 829 Quincy Street, N. W., Washington, D. C. and THE ANNAPOLIS BANKING AND TRUST COMPANY, Mortgagee, Church Circle, Annapolis, Maryland.

JOHN GIBSON and BESSIE GIBSON, his wife, 211 Shenandoah Avenue, Baltimore 25, Maryland and THEODORE R. GIBSON, surviving heir at law, Address Unknown, and CITY FINANCE COMPANY, INC., 212 West Baltimore Street, Baltimore, Maryland, Judgment Creditor.

ELIZABETH D. EVANS, also known as Eliz. D. Evans, and CEDRIC I. EVANS, relationship unknown, 1510 N. Jefferson Street, Arlington, Virginia.

TAFT BOLDWARE and BLANCHE BOLDWARE, his wife, 125 "R" Street, N.E., Washington, D. C.

WALTER M. BOWMAN and MASSIE M. BOWMAN, his wife, 133 Heckman Street, S. E., Washington, D. C.

JAMES C. ELLIS, 618 Rock Creek Church Road, N. W., Washington 10, D. C.

IDA B. GRAHAM, also known as Ila B. Graham, and THOMAS P. GRAHAM, her son, 6102, 44th Place, Riverdale, Maryland.

WARREN SMADBECK and wife, 2027 Branch Street (or Avenue) S. E., Washington, D. C. and WILLIAM E. GRIFFITH, as his interest may be, 2027 Branch Street or Avenue, S. E., Washington, D. C.

PATRICK F. FAGON, also known as Patrick F. Fagan, and MARY A. FAGON, also known as Mary A. Fagan, his wife, 2511 Palmer Place, S. E., Washington, D. C.

ETHEL C. DeCATUR, 1611 E. Street, S. E., Washington, D. C.

C. H. SMITH, 5480 Allentown Road, S. E., Washington 20, D. C.

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

FILED

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DISTRICT	DESCRIPTION	CERTIFICATE NO.
(1) Second	Lot 183, Sylvan Shores, Section B, Plat Book 8, folio 5 (formerly Plat Book F.S.R. 3, folio 17) as shown thereon. (More particularly described in J.H.H. No. 398, folio 53)	3023
(2) Third	5 Acres ± , on a public road leading from Rock Point Road to Henry Hancocks' and located or supposed to be located at Rock Point. (More particularly described in Liber J.H.H. 389, folio 87)	3041
(3) Fifth	Lots Nos. 143-144 & 145, as shown on the plat of Patapsco Park. (Plat Book 12, folio 8: and as fully described in Liber W.N.W. 25, folio 8)	3213
(4) First	Lots 4538-4539 and Part of Lot 4540, as shown on the 3rd Map of Woodland Beach. Plat Book 8, folio 10; (More particularly described in Liber F.A.M. 164, folio 431)	3202
(5) Seventh	Lots 2-4-6 and 8 in Block 11 and Lots 31 and 33 in Block 18, as shown on the plat of Avalon Shores, Section A, Plat Book 8, folio 36. (More particularly described in Liber F.A.M. 153, folio 130)	3224
(6) Seventh	Lots 3-4-5 and 6, Block 9, as shown on the Plat of Columbia Beach, Plat Book 11, folio 18. (More particularly described in Liber J.H.H. 434, folio 444	3225
(7) Seventh	Lots 8-9-10 and 11, Block 17, Columbia Beach, as shown on said plat recorded in Plat Book 11, folio 24. (More particularly described in Liber J.H.H. 796 folio 351)	3226
(8) Seventh	Lots 32 & 33, Block 4, as shown on the plat of Columbia Beach, plat book 11, folio 18. (More particularly described in Liber J.H.H. 337, folio 190)	3227
(9) Seventh	Lot No. 1, Block 29, as shown on the plat of Franklin Manor Beach, also known as resubdivision of Blocks 29-30-31-32-33, Franklin Manor Beach, Plat Book No. 9, folio 47. (More particularly described in Liber J.H.H. 478, folio 600)	3229
(10) First	Lots 4127 and 4128, as shown on the 3rd Map of Woodland Beach, Plat Book 8, folio 10. (More particularly described in Liber W.M.B. 123, folio 450)	3241
(11) Second	Lot 25, Blk. 8, as shown on the plat of Severn Grove, Plat Book 8, folio 41. (More particularly described in Liber W.M.B. 130, folio 347)	3242

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(12) Second	Lot 13, Block C, resubdivision of Section 1, as shown on the Plat of South Haven, Plat Book 10, folio 24. (More particularly described in Liber J.H.H. 206, folio 276)	3243
(13) Second	Lot 13, Block U-1, Section 1, as shown on the Plat of South Haven, Plat Book 10, folio 14. (More particularly described in Liber F.A.M. 172, folio 205)	3244

All as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff, on October 8, 1956, for amounts in said Certificates hereinafter set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 8th day of October, 1956, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 3023 - Lot 183 and Improvements, Section B, Parkway G. (Section B, Plat Book 8, folio 5, also see deed J.H.H. 398, folio 53), as shown on the Plat of Sylvan Shore, Second Election District, and assessed to Robert K. and Mildred K. Thompson and sold to the Plaintiff for $126.07 of which sum $126.07 has been paid.

(2) Certificate No. 3041 - 5 Acres and Improvements as situated at Rock Point (Rock Point Road to Henry Hancock, see Deed in Liber J.H.H. 389, folio 87), Third Election District, and assessed to Arthur Williams and sold to the Plaintiff for $65.00 of which sum $58.46 has been paid on account.

(3) Certificate No. 3213 - Lots 143-145, as shown on the plat of Patapsco Park, (Plat Book 12, folio 8 and deed recorded W.M.B. 25, folio 8), Fifth Election District, and assessed to John and Bessie Gibson and sold to the Plaintiff for $43.13 of which sum $43.13 has been paid.

(4) Certificate No. 3202 - Lots 4538-4539 and 1/2 of Lot 4540 and Improvements, as shown on the plat of Woodland Beach (Plat Book 8, folio 10 and Deed J.H.H. 164, folio 431) First Election District, and assessed to Louis A. Pincius and sold to the Plaintiff for $1000.00 of which sum $228.74 has been paid on account.

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(5) Certificate No. 3224 - Lots 2-4-6 and 8, ock 11, Section A and Lots 31-33, Block 18, as shown on the plat of Avalon Shore (Plat Book 8, folio 36, Deed F.A.M. 153, folio 130), Seventh Election District, and assessed to Eliz. D. Evans (Elizabeth D. Evans) and sold to the Plaintiff for $36.88 of which sum $36.88 has been paid.

(6) Certificate No. 3225 - Lot 3-4-5 and 6, Block 9, as shown on the plat of Columbia Beach, Seventh Election District, and assessed to Taft Boldware and Blanche Boldware and sold to the Plaintiff for $74.32 of which sum $74.32 has been paid.

(7) Certificate No. 3226 - Lots 8-9-10 & 11, Block 17, J.H.H. 796, folio 351, as shown on the plat of Columbia Beach (Plat recorded Plat Book 11, folio 24) Seventh Election District, and assessed to Walter Bowman and Massie M. Bowman and sold to the Plaintiff for $90.00 of which sum $30.67 has been paid on account.

(8) Certificate No. 3227 - Lots 32-33, Block 4, as shown on the Plat of Columbia Beach (See plat Book 11, folio 18 and Deed J.H.H. 337, folio 190), Seventh Election District, and assessed to Jas. C. Ellis (James C. Ellis) and sold to the Plaintiff for $61.57 of which sum $61.57 has been paid.

(9) Certificate No. 3229 - Lot 1, Block 29, as shown on the plat of Franklin Manor Beach, (See plat Book 9, folio 47; resubdivision of Blks. 29-30-31-32 & 33, Franklin Manor Beach and Deed J.H.H. 478, folio 600), Seventh Election District, and assessed to Ila B. Graham and Thomas P. Graham and sold to the Plaintiff for $27.97 of which sum $27.97 has been paid.

(10) Certificate No. 3241 - Lots 4127 and 4128, as shown on the plat of Woodland Beach (See plat Book 8, folio 10 and Deed W.M.B. 123, folio 450) First Election District, and assessed to Warren Smadbeck and wife and William E. Griffith and sold to the Plaintiff for $36.15 of which sum $36.15 has been paid.

(11) Certificate No. 3242 - Lot 25, Block 8, as shown on the plat of Severn Grove, (See Plat Book 8, folio 41 and Deed W.M.B. 130, folio 347) Second Election District, and assessed to Patrick F. Fagon and Mary Fagon (also known as Fagan) and sold to the Plaintiff for $14.57 of which sum $14.57 has been paid.

(12) Certificate No. 3243 - Lot 13, Block C, Plat 4, Sect. 1, as shown on the plat of S. Haven (See plat of South Haven-Plat Book 10, folio 24 and Deed J.H.H. No. 206, folio 276) Second Election District, and assessed to Ethel C. DeCatur and sold to the Plaintiff for $16.04 of which sum $16.04 has been paid.

(13) Certificate No. 3244 - Lot 13 - Block U, Section 1, Plat 3, S. Haven, (See Plat Book 10, folio 14 and Deed F.A.M. 172, folio 205) Second Election District, and assessed to C. H. Smith and sold to the Plaintiff for $17.12 of which sum $17.12 has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 8, 1956.

It is thereupon this 20th day of May, 1958, by the Circuit Court for Anne Arundel County, in Equity,

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ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 23 day of July, 1958, next, warning the said Robert K. Thompson and Mildred K. Thompson, his wife; Arthur Williams; Crestline Homes Corporation; Home Owners Security Corporation; John Gibson and Bessie Gibson, his wife, and Theodore Gibson; City Finance Company, Inc; Louis A. Pincus and Esther Pincus, his wife, also known as Louis A. Pincius and Esther Pincius, his wife,; Annapolis Banking and Trust Company; Elizabeth D. Evans, also known as Eliz. D. Evans, and Cedric I. Evans; Taft Boldware and Blanche Boldware, his wife; Walter M. Bowman and Massie M. Bowman, his wife; James C. Ellis, also known as Jas. C. Ellis; Ila B. Graham, also known as Ida B. Graham, and Thomas P. Graham, her son; Warren Smadbeck and wife; William E. Griffith; Patrick F. Fagan and Mary A. Fagan, his wife, also known as Patrick F. Fagon and Mary A. Fagon, his wife; Ethel C. DeCatur; C. H. Smith; and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 23 day of July, 1958, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

George T. Cromwell, Clerk

George T. Cromwell, Clerk

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A 3041

CERTIFICATE OF TAX SALE

Equity 12,679

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 Southern Municipal at public auction for the sum of 65 Dollars and 60 Cents, of which 58.46 Dollars has been paid as a deposit on the property in 3rd District described as 5 acres + Imps as situated at Rock Point

and assessed to Arthur Williams

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th 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. Lewis
Notary Public.

My Commission Expires July 6 1957.

FILED

1958 MAY 22 AM 10:48

PLAINTIFF'S EXHIBIT no. 14

LIBER 114 PAGE 337

A 3202 CERTIFICATE OF TAX SALE

Equity No. 12,679

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 Southern Municipal at public auction for the sum of 1,000 Dollars and 00 Cents, of which 28.74 Dollars has been paid as a deposit on the property in 1ST District described as Lots 4538-4539 & 1/2 of Lot 4540 & Imps as shown on the Plat of Woodland Bch.

and assessed to Louis A. Princeau

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956

Joseph H. Griscom Jr.
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, 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. Louis
Notary Public.

My Commission Expires May 6, 1957

FILED
1958 MAY 22 AM 10 49

Plaintiff's Exhibit No. 15

A 3213 **CERTIFICATE OF TAX SALE**

Equity No. 12.679

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 Southern Municipal at public auction for the sum of 43 Dollars and 13 Cents, of which 43.13 Dollars has been paid as a deposit on the property in 5th District described as Lot 143-145 as shown on the Plat of Patapsco Pk

Sanitary Only

and assessed to John & Bessie Gibson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956.

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth McLaurin
Notary Public.

My Commission Expires May 6, 1957.

FILED
1958 MAY 22 AM 10:49

16

Plaintiff's Exhibit No. 4

LIBER 114 PAGE 339

A 3224

CERTIFICATE OF TAX SALE

Equity No. 12,679

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 Southern Municipal at public auction for the sum of 36 Dollars and 88 Cents, of which 36.88 Dollars has been paid as a deposit on the property in 7th District described as Lot 2-4-6-8 Blk 11 See A Lots 31-33 Blk 18 as shown on the Plat of Avalon Shores

and assessed to Eliz. N. Evans

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956.

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 6, 1957

FILED
1958 MAY 22 AM 10 49

Plaintiff's Exhibit No. 5

17

LIBER 114 PAGE 340

A 3225 CERTIFICATE OF TAX SALE

Equity No. 12,679

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 Southern Municipal at public auction for the sum of 74 Dollars and 32 Cents, of which 74.32 Dollars has been paid as a deposit on the property in 7th District described as Lots 3-4-5-6 Blk 9 as shown on the Plat of Columbia Bch

and assessed to Taft & Blanche Baldwin

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956.

Joseph H. Griscom Jr.
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 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. Lowe
Notary Public.

My Commission Expires May 6, 1957

RUTH M. LOWE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED
1958 MAY 22 AM 10:49

Plaintiff's Exhibit No. 6

18

LIBER 114 PAGE 341

A 3226

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 8th 1956, I sold to Southern Municipal at public auction for the sum of 90 Dollars and 00 Cents, of which 30.67 Dollars has been paid as a deposit on the property in 9th District described as Lots 8-9-10-11 Blk 17 JHH 796-351 as shown on the Plat of Columbia Beh

Equity No. 12,679

and assessed to Walter & Massie M. Bowman

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956.

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires March 1957

FILED
1958 MAY 22 AM 10:49

Plaintiff's Exhibit No. 7

19

LIBER 114 PAGE 342

A 3227

CERTIFICATE OF TAX SALE

Equity No. 12,679

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 Southern Municipal at public auction for the sum of 61 Dollars and 57 Cents, of which 61.57 Dollars has been paid as a deposit on the property in 7th District described as Lots 32-33 Blk 4 as shown on the Plat of Columbia Bch

and assessed to Jas. C. Ellis

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956.

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth McLaring
Notary Public.

My Commission Expires May 6, 1957

FILED
1958 MAY 22 AM 10:49

Plaintiff's Exhibit No. 8

20

LIBER 114 PAGE 343

A 3229 CERTIFICATE OF TAX SALE

Equity No 12,679

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 Southern Municipal at public auction for the sum of 27 Dollars and 97 Cents, of which 27.97 Dollars has been paid as a deposit on the property in 7th District described as Lot 1 Blk 29 as shown on the Plat of Franklin Manor Sub

and assessed to Ida B & Thomas P. Graham

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956.

Joseph H. Griscom
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. Lowe
Notary Public.

My Commission Expires May 5, 1957

FILED

1958 MAY 22 AM 10:49

Plaintiff's Exhibit No. 9

LIBER 114 PAGE 344

A 3241

CERTIFICATE OF TAX SALE

Equity No. 12,679

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 Southern Municipal at public auction for the sum of 36 Dollars and 15 Cents, of which 36.15 Dollars has been paid as a deposit on the property in 1st District described as Lots 4127-4128 as shown on the Plat of Woodland Bch

1953 Resale

and assessed to Warren Smallbeck & 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 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lovins
Notary Public.

My Commission Expires 1957

FILED

1958 MAY 22 AM 10:49

22

Plaintiff's Exhibit No. 10

LIBER 114 PAGE 345

A 3242

CERTIFICATE OF TAX SALE

Equity No. 12,679

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 Southern Municipal at public auction for the sum of 14 Dollars and 57 Cents, of which 14.57 Dollars has been paid as a deposit on the property in 2nd District described as Lot 25 Blk 8 as shown on the Plat of Severn Shore

1953 Resale.

and assessed to Patrick F & Mary Hagon

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct. 1956.

Joseph H. Griscom
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. Lewis
Notary Public.

My Commission Expires April 22 1957

FILED

1958 MAY 22 AM 10:50

23

Plaintiff's Exhibit No. 11

LIBER 114 PAGE 346

A 3243 **CERTIFICATE OF TAX SALE**

Equity No. 12,679

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 Southern Municipal at public auction for the sum of 16 Dollars and 04 Cents, of which 16.04 Dollars has been paid as a deposit on the property in 2nd District described as Lot 13 Blk C Plat 4 Sec 1 as shown on the Plat of S. Haven

1953 Resale

and assessed to Ethel C. De Catur

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

Ruth A. Lovins
Notary Public.

My Commission Expires May 6 1957

FILED
1958 MAY 22 AM 10:50

Plaintiff's Exhibit No. 12

24

LIBER 114 PAGE 347

A 3244 **CERTIFICATE OF TAX SALE**

Equity No. 12,679

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 Southern Municipal at public auction for the sum of 17 Dollars and 12 Cents, of which 17.12 Dollars has been paid as a deposit on the property in 2nd District described as Lot 13 Blk U Sec 1 Plat 3 as shown on the Plat of S. Haven

1953 Resale

and assessed to C.H. Smith

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

Ruth M. Levine
Notary Public.

My Commission Expires May 1957

FILED
1958 MAY 22 AM 10:50

Plaintiff's Exhibit No. 13

25

SOUTHERN MUNICIPAL CORPORATION :

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

ROBERT K. THOMPSON, et al. :

IN EQUITY. NO. 12,679

: :

ANSWER OF CITY FINANCE COMPANY, INC.

AND now comes the City Finance Company, Inc., one of the respondents herein, and for its Answer to the Bill of Complaint filed herein, says:

That it has no knowledge of the matters and facts mentioned in said Bill of Complaint other than that, it is a judgment creditor of Bessie Gibson, one of the other respondents herein, which judgment was rendered on August 5, 1954 by the Honorable Louis J. DeAlba, Justice of the Peace for the State of Maryland, in and for Anne Arundel County, for the sum of $92.26 plus costs of $2.15.

Further answering the allegation that, said judgment was rendered subsequent to the date of death of said defendant, this respondent says, that the records of said judgment indicate the judgment debtor personally appeared at time of trial.

This respondent consents to the passage of any decree herein that this Honorable Court may deem proper in the premises.

Having fully answered said Bill of Complaint, this respondent prays that it may be dismissed with its costs.

And as in duty bound &c.

CITY FINANCE COMPANY, INC.,

By Jerome G. Schutz
Vice-President

Israel M. Joblin

Israel M. Joblin,
Solicitor for Respondent,
220 E. Lexington Street
Baltimore 2, Maryland
Telephone: Plaza 2-5613

FILED

1958 JUN -7 AM 9:26

26

6th I hereby certify, that a copy of the foregoing Answer was this day of June, 1958, mailed to C. Maurice Weidemeyer, Esq., Solicitor for Plaintiff, 236 Main Street, Annapolis, Maryland.

Israel M. Joblin

Israel M. Joblin, Solicitor for Respondent

LIBER 114 PAGE 350

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
ROBERT K. THOMPSON, et al	*	ANNE ARUNDEL COUNTY
Defendants	*	EQUITY NO. 12,679

****

ANSWER AND DISCLAIMER OF
ANNAPOLIS BANKING AND TRUST COMPANY

Annapolis Banking and Trust Company, named as one of the Defendants herein by virtue of an unreleased mortgage recorded on August 13, 1938 in Liber F.A.M. No. 186, folio 271, on the real estate under 1956 tax sale certificate No. 3202 covering Lots 4538, 4539 and 1/2 Lot 4540, and Improvements, as shown on the Plat of Woodland Beach, assessed in the name of Louis A. Pincus, also known as Louis A. Pincius, and Esther, his wife, says as follows:

1) This Corporation disclaims any interest in the subject property for the reason that the said mortgage recorded in Liber F.A.M. No. 186, folio 271, has heretofore been fully paid and a release given to the said parties and therefore this defendant claims no interest in the said property even though the aforesaid mortgage may be unreleased of record.

Attest: W. Emerson Wiley

ANNAPOLIS BANKING AND TRUST COMPANY

By: J. P. Bernard

J. Pierre Bernard, President

W EMERSON WILEY

FILED

1958 AUG -5 AM 11:17

28

LIBER 114 PAGE 351 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 13, 1958

We hereby certify, that the annexed

Order of Publication - Eq. 12679

Southern Municipal Corp.

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 AUG 13 AM 11:32

By Marie Tate

C. MAURICE WIEDEMEYER
Attorney
Annapolis, Maryland

LIBER 114 PAGE 352

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND IN EQUITY

EQUITY NO. 12679

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware
236 Main Street
Annapolis, Maryland
Plaintiff

versus

ARTHUR WILLIAMS, Pasadena, Maryland; CRESTLINE HOMES CORPORATION, Mortgagee, Ritchie Highway, Glen Burnie, Maryland; and HOME OWNERS SECURITY CORPORATION, Assignee of Mortgage, Glen Burnie, Maryland.

LOUIS A. PINCUS, also known as Louis A. Pinclus, and ESTHER PINCUS, also known as Esther Pinclus, his wife, 829 Quincy Street, N.W., Washington, D.C. and THE ANNAPOLIS BANKING AND TRUST COMPANY, Mortgagee, Church Circle, Annapolis, Maryland

JOHN GIBSON and BESSIE GIBSON, his wife, 211 Shenandoah Avenue, Baltimore 25, Maryland and THEODORE R. GIBSON, surviving heir at law, Address Unknown, and CITY FINANCE COMPANY, INC., 212 West Baltimore Street, Baltimore, Maryland: Judgment Creditor.

ELIZABETH D. EVANS, also known as Eliz. D. Evans, and CEDRIC I. EVANS, relationship unknown, 1510 N. Jefferson Street, Arlington, Virginia.

TAFT BOLDWARE and BLANCHE BOLDWARE, his wife, 125 "R" Street, N.E., Washington, D.C.

WALTER M. BOWMAN and MASSIE M. BOWMAN, his wife, 133 Heckman Street, S.E., Washington, D.C.

JAMES C. ELLIS, 618 Rock Creek Church Road, N.W., Washington 10, D.C.

IDA B. GRAHAM, also known as Ila B. Graham, and THOMAS P. GRAHAM, her son, 6102, 44th Place, Riverdale, Maryland.

WARREN SMADBECK and wife, 2027 Branch Street (or Avenue) S.E., Washington, D.C. and WILLIAM E. GRIFFITH, as his interest may be, 2027 Branch Street or Avenue, S.E., Washington, D.C.

PATRICK F. FAGON, also known as Patrick F. Fagan, and MARY A. FAGON, also known as Mary A. Fagan, his wife, 2511 Palmer Place, S.E., Washington, D.C.

LIBER 114 PAGE 353

ETHEL C. DeCATUR, 1611 E. Street, S.E., Washington, D.C. C. H. SMITH, 5480 Allentown Road, S.E., Washington 20, D.C. AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

(2) Third District. Certificate No. 3041. 5 Acres more or less, on a public road leading from Rock Point Road to Henry Hancocks' and located or supposed to be located at Rock Point. (More particularly described in Liber J. H. H. 389, folio 87)

(3) Fifth District. Certificate No. 3213. Lots Nos. 143-144 & 145, as shown on the plat of Patapsco Park. (Plat Book 12, folio 8: and as fully described in Liber W.N.W. 25, folio 8)

(4) First District. Certificate No. 3202. Lots 4538-4539 and Part of Lot 4540, as shown on the 3rd Map of Woodland Beach. Plat Book 8, folio 10; (More particularly described in Liber F.A.M. 164, folio 431)

(5) Seventh District. Certificate No. 3224. Lots 2-4-6 and 8 in Block 11 and Lots 31 and 33 in Block 18, as shown on the plat of Avalon Shores, Section A, Plat Book 8, folio 36. (More particularly described in Liber F.A.M. 153, folio 130)

(6) Seventh District. Certificate No. 3225. Lots 3-4-5 and 6, Block 9, as shown on the Plat of Columbia Beach, Plat Book 11, folio 18. (More particularly described in Liber J.H.H. 434, folio 444

(7) Seventh District. Certificate No. 3226. Lots 8-9-10 and 11, Block 17, Columbia Beach, as shown on said plat recorded in Plat Book 11, folio 24. (More particularly described in Liber J.H.H. 796 folio 351)

(8) Seventh District. Certificate No. 3227. Lots 32 & 33, Block 4, as shown on the plat of Columbia Beach, plat book 11, folio 18. (More particularly described in Liber J. H. H. 337, folio 190)

(9) Seventh District. Certificate No. 3229. Lot No. 1, Block 29, as shown on the plat of Franklin Manor Beach, also known as resubdivision of Blocks 29-30-31-32-33, Franklin Manor Beach, Plat Book No. 9, folio 47. (More particularly described in Liber J. H. H. 478, folio 600)

(10) First District. Certificate No. 3241. Lots 4127 and 4128, as shown on the 3rd Map of Woodland Beach, Plat Book 8, folio 10, (More particularly described in Liber W.M.B. 123, folio 450)

(11) Second District. Certificate No. 3242. Lot 25, Blk. 8, as shown on the plat of Severn Grove, Plat Book 8, folio 41. (More particularly described in Liber W.M.B. 130, folio 347)

(12) Second District. Certificate No. 3243. Lot 13, Block C, resubdivision of Section 1, as shown on the Plat of South Haven, Plat Book 10, folio 24. (More particularly described in Liber J.H.H. 206, folio 276)

(13) Second District. Certificate No. 3244. Lot 13, Block U-1, Section I, as shown on the Plat of South Haven, Plat Book 10, folio 14. (More particularly described in Liber F.A.M. 172, folio 205)

All as substantially described in Certificates of Tax Sale sold by Joseph B. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff, on October 8, 1956, for amounts in said Certificates hereinafter set forth:

Defendants

LIBER 114 PAGE 354

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 8th day of October, 1956, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(2) Certificate No. 3041—5 Acres and improvements as situated at Rock Point (Rock Point Road to Henry Hancock, see Deed in Liber J.H.H. 389, folio 87), Third Election District, and assessed to Arthur, Williams and sold to the Plaintiff for $65.00 of which sum $58.46 has been paid on account.

(3) Certificate No. 3213—Lots 143-145, as shown on the plat of Patapsco Park, (Plat Book 12, folio 8 and deed recorded W.M.B. 25, folio 8), Fifth Election District, and assessed to John and Bessie Gibson and sold to the Plaintiff for $43.13 of which $43.13 has been paid.

(4) Certificate No. 3202 — Lots 4533-4539 and ½ of Lot 4540 and Improvements, as shown on the plat of Woodland Beach (Plat Book 8, folio 10 and Deed J.H.H. 164, folio 431) First Election District, and assessed to Louis A. Pincius and sold to the Plaintiff for $1000.00 of which sum $228.74 has been paid on account.

(5) Certificate No. 3224—Lots 2-4-6 and 8, Block 11, Section A and Lots 31-33, Block 18, as shown on the plat of Avalon Shore (Plat Book 8, folio 36; Deed F.A.M. 153, folio 130), Seventh Election District, and assessed to Eliz. D. Evans (Elizabeth D. Evans) and sold to the Plaintiff for $36.88 of which sum $36.88 has been paid.

(6) Certificate No. 3225—Lots 3-4-5 and 6, Block 9, as shown on the plat of Columbia Beach, Seventh Election District, and assessed to Taft Boldware and Blanche Boldware and sold to the Plaintiff for $74.32 of which sum $74.32 has been paid.

(7) Certificate No. 3228—Lots 8-9-10 & 11, Block 17, J.H.H. 796, folio 351, as shown on the plat of Columbia Beach (Plat recorded Plat Book 11, folio 24) Seveoth Election District, and assessed to Walter Bow-

man and Massie M. Bowman and sold to the Plaintiff for $90.00 of which sum $30.67 has been paid on account.

(8) Certificate No. 3227—Lots 32-33, Block 4, as shown on the Plat of Columbia Beach (See plat Book 11, folio 18 and Deed J.H.H. 337, folio 190), Seventh Election District, and assessed to Jas. C. Ellis (James C. Ellis) and soldl to the Plaintiff for $61.57 of which sum $61.57 has been paid.

(9) Certificate No. 3229—Lot 1, Block 29, as shown on the plat of Franklin Manor Beach, (See plat Book 9, folio 47; resubdivision of Blks. 29-30-31-32 & 33, Franklin Manor Beach and Deed J.H.H. 478, folio 600), Seventh Election District, and assessed to Ila B. Graham and Thomas P. Graham and sold to the Plaintiff for $27.97 of which sum $27.97 has been paid.

(10) Certificate No. 3241 — Lots 4127 and 4128, as shown on the plat of Woodland Beach (See plat Book 8, folio 10 and Deed W.M.B. 123, folio 450) First Election District, and assessed to Warren Smadbeck and wife and Wil-
(James C. Ellis) and sold to the Plaintiff for $36.15 of which sum $36.15 has been paid.

(11) Certificate No. 3242—Lot 25, Block 8, as shown on the plat of Severn Grove, (See Plat Book 8, folio 41 and Deed W.M.B. 130, folio 347) Second Election District, and assessed to Patrick F. Fagon and Mary Fagon (also known as Fagan) and sold to the Plaintiff for $14.57 of which sum $14.57 has been paid.

(12) Certificate No. 3243—Lot 13, Block C, Plat 4, Sect. 1, as shown on the plat of S. Haven (See plat of South Haven-Plat Book 10, folio 24 and Deed J.H.H. No. 206, folio 276) Second Election District, and assessed to Ethel C. DeCatur and sold to the Plaintiff for $16.04 of which sum $16.04 has been paid.

(13) Certificate No. 3244—Lot 13 —Block U, Section 1, Plat 3, S. Haven, (See Plat Book 10, folio 14 and Deed F.A.M. 172, folio 205) Second Election District, and assessed to C. H. Smith and sold to the Plaintiff for $17.12 of which sum $17.12 has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 8, 1956.

It is thereupon this 20th 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 of Publication 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, next, warning the said Arthur Williams; Crestline Homes Corporation; Home owners Security Corporation; John Gibson and Bessie Gibson, his wife, and Theodore Gibson; City Finance Company, Inc.; Louis A. Pincus and Esther Pincus, his wife, also known as Louis A. Pincus and Esther Pincus, his wife; Annapolis Banking and Trust Company; Elizabeth D. Evans, also known as Eliz. D. Evans, and Cedric I. Evans; Taft Boldware and Blanche Boldware, his wife; Walter M. Bowman and Massie M. Bowman, his wife; James C. Ellis, also known as Jas. C. Ellis; Ila B. Graham, and Thomas P. Graham, her son; Warren Smadbeck and wife; William E. Griffith; Patrick F. Fagan and Mary A. Fagan, his wife, also known as Patrick F. Fagon and Mary A. Fagon, his wife; Ethel C. DeCatur; C. H. Smith; and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 23rd day of July, 1958, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

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LIBER 114 PAGE 356

LIBER 114 PAGE 357

SOUTHERN MUNICIPAL CORPORATION	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
ROBERT K. THOMPSON, et al	*	IN
Defendants	*	EQUITY NO. 12,679

*****

AFFIDAVIT OF MAILING TO NON RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. Maurice Weidemeyer, President of and Attorney for Southern Municipal Corporation, the Plaintiff herein, first being duly sworn and on oath deposes and says:

That he mailed a copy of the Bill of Complaint and Order of Publication issued herein, by certified mail, return receipt requested, to non-resident defendants, Louis A. Pincus and Esther Pincus, his wife, also known as Pincius; Elizabeth D. Evans and Cedric I. Evans; Taft Boldware and Blanche Boldware, his wife; Walter M. Bowman and Massie M. Bowman, his wife; James C. Ellis; Warren Smadbeck; William E. Griffith; Patrick F. Fagon and Mary A. Fagon, his wife, also known as Fagan; Ethel C. DeCatur and C. H. Smith, which said letters were mailed on July 3, 1958, as evidenced by the receipts of certified mail attached hereto and made a part hereof.

That the said certified letters mailed to Louis A. Pincus and Esther Pincus were returned marked "Moved".

That the said certified mail addressed to Walter M. Bowman and Massie M. Bowman were returned marked "Not At".

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That the said certified letters mailed to Warren Smadbeck and William E. Griffith were returned marked "Vacant".

That the said certified mail addressed to C. H. Smith was returned marked "Moved, left no address".

That the said certified letters mailed to Elizabeth D. Evans and Cedric I. Evans; Taft Boldware and Blanche Boldware; James C. Ellis; Patrick F. Fagon and Mary A. Fagon; and Ethel C. DeCatur were received by them as indicated by the receipts for said letters filed herewith, and no Answers have been filed herein for them nor has any correspondence been received from them.

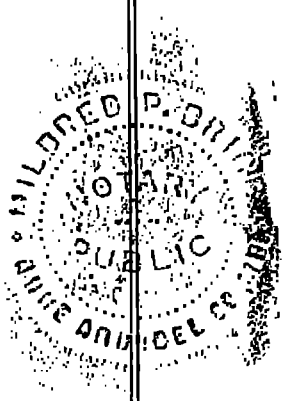
C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 20th day of November, 1958.

Mildred P. Brice

Mildred P. Brice - Notary Public



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SOUTHERN MUNICIPAL CORPORATION	*	IN THE CIRCUIT COURT
Plaintiff	*	for
vs.	*	ANNE ARUNDEL COUNTY
ROBERT K. THOMPSON, et al	*	IN EQUITY NO. 12,679
Defendants	*	

****

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against all the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Plaintiff on the 8th day of October, 1956, for non-payment of taxes due for the years 1955 and 1956.

And it further appearing that the Defendant, Annapolis Banking and Trust Company, was duly served, has filed an Answer herein disclaiming any interest in the properties herein, and that the Defendant, City Finance Company, Inc., has filed an Answer herein and has prayed to be dismissed from this case.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Ida B. Graham, also known as Ila B. Graham, and Thomas F. Graham, her son, have been returned "served", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the said Defendants, John Gibson and Bessie

Gibson, his wife; and Theodore R. Gibson, have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And the Defendants, Louis A. Pincus and Esther Pincus, his wife, also known as Pincius; Elizabeth D. Evans and Cedric I. Evans; Taft Boldware and Blanche Boldware, his wife; Walter M. Bowman and Massie M. Bowman, his wife; James C. Ellis; Warren Smadbeck; William E. Griffith; Patick F. Fagon and Mary A. Fagon, also known as Fagan; Ethel C. DeCatur and C. H. Smith, being non-residents, have been duly served by publication.

AND it further appearing that all of the aforesaid Defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is, thereupon, this 21st day of November, 1958, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the said Defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 8th day of October, 1956.

Matthew S. Evans
JUDGE

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SOUTHERN MUNICIPAL CORPORATION	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
ROBERT K. THOMPSON, et al	*	IN EQUITY NO. 12,679
Defendants	*	

****

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered and it appearing to the Court that subpoenas issued out of this Court directed to the Maryland resident Defendants, Ida B. Graham, also known as Ila B. Graham, and Thomas P. Graham, her son, have been returned "served" as will more fully appear from the Sheriff's return filed herein.

And it further appearing that Defendant Annapolis Banking and Trust Company has filed an Answer herein disclaiming any interest in the properties herein, and that the Defendant City Finance Company , Inc. has filed an Answer herein, and has prayed to be dismissed from this case.

And it further appearing that subpoenas issued out of this Court directed to the Defendants John Gibson and Bessie Gibson, his wife, and Theodore R. Gibson have been twice returned "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the Defendants, Louis A. Pincus and Esther Pincus, his wife, also known as Louis A. Pincius and Esther Pincius; Elizabeth D. Evans and Cedric I. Evans; Taft Boldware and Blanche Boldware, his wife; Walter M. Bowman and

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Massie M. Bowman, his wife; James C. Ellis; Warren Smadbeck; William E. Griffith; Patrick Fagon and Mary A. Fagon, also known as Fagan; Ethel C. DeCatur and C. H. Smith, being non residents, have all been duly served by publication, a copy of which has been filed herein.

And it further appearing that a Decree Pro-Confesso was entered herein on the 21st day of November, 1958, against all of the aforesaid Defendants hereinbefore mentioned, and that none of the aforesaid parties against whom the decree pro-confesso was entered, have entered their appearances herein or filed an answer in these proceedings or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County, sitting in Equity, this 7th day of January 1959,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the properties mentioned herein of the Defendants, Annapolis Banking and Trust Company; City Finance Company, Inc.; Ida B. Graham, also known as Ila B. Graham, and Thomas P. Graham, her son; John Gibson and Bessie Gibson, his wife, Theodore R. Gibson; Louis A. Pincus and Esther Pincus, his wife, also known as Louis A. and Esther Pincius; Elizabeth D. Evans and Cedric I. Evans; Taft Boldware and Blanche Boldware, his wife; Walter M. Bowman and Massie M. Bowman, his wife; James C. Ellis; Warren Smadbeck; William E. Griffith; Patrick Fagon and Mary A. Fagon, his wife, also known as Fagan; Ethel C. DeCatur and C. H. Smith, and any and all persons having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in

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the Plaintiff in and to the following described properties sold to the Plaintiff on the 8th day of October, 1956 for non-payment of taxes for the years 1955 and 1956, to wit:

Certificate No. 3202 - Lots 4538-4539 and 1/2 of Lot 4540 and improvements as shown on the plat of Woodland Beach, First Election District and assessed to Louis A. Pincius.

Certificate No. 3213 - Lots 143-144-145, as shown on the plat of Patapsco Park, Fifth Election District and assessed to John H. and Bessie Gibson.

Certificate No. 3224 - Lots 2-4-6 and 8, Block 11, and Lots 31 & 33 in Block 18, as shown on the Plat of Avalon Shores, Seventh Election District and assessed to Eliz. D. Evans, also known as Elizabeth D. Evans.

Certificate No. 3225 - Lots 3-4-5 and 6, Block 9, as shown on the plat of Columbia Beach, Seventh Election District and assessed to Taft Boldware and Blanche.

Certificate No. 3226 - Lots 8-9-10 and 11, Block 17, as shown on the Plat of Columbia Beach, Seventh Election District, and assessed to Walter Bowman and Massie M.

Certificate No. 3227 - Lots 32 and 33, Block 4, as shown on the plat of Columbia Beach, Seventh Election District and assessed to Jas. C. Ellis, (should be James C. Ellis)

Certificate No. 3229 - Lot 1, Block 29, as shown on the plat of Franklin Manor Beach (Should be "Revised Plat of Blocks 29,30,31, 32 & 33, Franklin Manor Beach"), Seventh Election District and assessed to Ila B. Graham and Thomas P. Graham. (also known as Ida B. Graham)

Certificate No. 3241 - Lots 4127 and 4128, as shown on the plat of Woodland Beach, First Election District and assessed to Warren Smadbeck and wife and B/T Wm. E. Griffith.

Certificate No. 3242 - Lot 25, Block 8, as shown on the plat of Severn Grove, Second Election District, and assessed to Patrick F. Fagon and Mary, (Correct name should be Patrick F. Fagan and Mary)

Certificate No. 3243 - Lot 13, Block C, Plat 4, Section 1, as shown on the plat of South Haven, Second Election District, and assessed to Ethel C. DeCatur.

Certificate No. 3244 - Lot 13, Block U, (should be Block U-1), Section 1, Plat 3, as shown on the Plat of South Haven, Second Election District and assessed to C. H. Smith.

free and clear of all alienations and descents of said property occuring prior to this Decree, and free of all encumbrances thereon,

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except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property, mentioned in this cause and public proceedings, is subject, and it is further,

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Southern Municipal Corporation, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any, and it is further,

ORDERED that the Plaintiff pay the costs of these proceedings.

Matthew J. Evans
JUDGE

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PETITION FOR FORECLOS E

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
VS.
EDWARD M. REMESCH and
JEANNETTE C. REMESCH, his wife

LIBER 114 PAGE 365
IN THE
CIRCUIT COURT
FOR
~~OR~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
No. 12,796 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 9th **day of** May **A. D. 1951 the defendant executed and delivered to** THE PRUDENTIAL INSURANCE COMPANY OF AMERICA **a mortgage upon certain** leasehold **property in** ~~the City of Baltimore~~ Anne Arundel County, **therein described, to secure the payment of the mortgage debt of $** 7,500.00 **and interest as therein mentioned, wherein said mortgagor S assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.**

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

And as in duty, &c.

J. Cookman Boyd, Jr.
900 Meyerhoff Building
Baltimore 1, Maryland,
Attorney for Plaintiff

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VA Form 4-6318 (Home Loan). January, 1950. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

LIBER 114 PAGE 366
BOOK 622 PAGE 193

MARYLAND
~~(Baltimore City)~~
(Anne Arundel County)
No. 12,790 Equity

MORTGAGE

THIS MORTGAGE, made this 9th day of May, A. D. 19 51, by and between EDWARD M. REMESCH and JEANNETTE C. REMESCH, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Mortgagee.

WHEREAS, the Mortgagor ~~being a member of the Mortgagee~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of SEVEN THOUSAND, FIVE HUNDRED Dollars ($ 7,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four per centum (4 %) per annum until paid, principal and interest being payable at the office of The Prudential Insurance Company of America, in Newark, New Jersey ~~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-nine and 60/100 Dollars ($ 39.60), commencing on the first day of June, 19 51, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 19 76. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEGINNING for the same on the southwest side of Grove Park Road, at the end of two courses and distances along said side of said Road, from the center of Belle Grove Road, first, north 32 degrees 40 minutes west 253.66 feet, second, north 9 degrees 36 minutes west 176.94 feet and at a point in a line with the center of the partition wall between the house on the lot being described and that adjoining on the southeast; and running thence north 9 degrees 36 minutes west; binding on the southwest side of Grove Park Road, 16 feet to a point in a line with the center of another partition wall; thence south 80 degrees 24 minutes west, to and through the center of said wall and extending the center line thereof, in all, 125 feet to the northeast side of an alley 15 feet wide; thence south 9 degrees 36 minutes east, binding thereon, with the use thereof in common, 16 feet, and thence north 80 degrees 24 minutes east, to and through the center of said wall first herein mentioned, and continuing the same course, in all, 125 feet to the place of beginning. The improvements thereon being known as No. 307 Grove Park Road.

BEING the same lot of ground which by deed of assignment of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and assigned by The Belle Grove Corporation to the said mortgagors; subject to the payment of the annual rent of $84.00, payable in equal half-yearly instalments on the twenty-fifth days of May and November, in each and every year.

SHOULD the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date the loan would normally become eligiible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable.

Petitioner's Exhibit No. 7

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* 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 residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of $84.00, as aforesaid.

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

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

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

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

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

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

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

It is understood and agreed that the entire aggregate monthly payment on account of hazard insurance premiums is the manner provided in this instrument until the indebtedness shall be paid in full, and until such time the hazard insurance premium shall be paid by the undersigned as provided elsewhere herein.

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

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

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

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

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

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

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

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 A. E. Kernan, 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

INITIALED BY BORROWER(S) FOR IDENTIFICATION

5

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

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

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

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

Witness:

Philip J. Joerdens
PHILIP J. JOERDENS

Edward M. Remesch [SEAL]
Edward M. Remesch

Jeannette C. Remesch [SEAL]
Jeannette C. Remesch

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 9th day of May, 19 51, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared EDWARD M. REMESCH and JEANNETTE C. REMESCH, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared A.E. Kernan 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.

Philip J. Joerdens
PHILIP J. JOERDENS Notary Public.

Recorded: May 12, 1951 at 9 A.M. "C.P."

App. No.108,069
Written by dr
Approved by
Ready for record

ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 992999

Baltimore City Mortgage

FROM

EDWARD M. REMESCH and
JEANNETTE C. REMESCH, his wife

TO

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

Received for Record May 12 1951, at 9 o'clock A M.
Same day recorded in Liber 6 No. 622 Folio 193 aa &c., one of the Land Records of ~~Baltimore City~~, and examined per
Cost of Record, $, Clerk.

U. S. GOVERNMENT PRINTING OFFICE 16—49890-3

9.75
OP 1.00
chattel 1.00
11.75

STATEMENT OF MORTGAGE CLAIM

LIBER 114 PAGE 370
IN THE

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

vs.

EDWARD M. REMESCH and JEANNETTE C. REMESCH, his wife

CIRCUIT COURT
FOR
~~XXXXXX~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

No. 12,790 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim under Mortgage from Edward M. Remesch and Jeannette C. Remesch, his wife, to The Prudential Insurance Company of America, dated the 9th day of May, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.622, folio 193 &c.

Principal balance	$5,950.85
Interest @ 4% from February 1, 1958 to August 1, 1958	119.01
Late charges accrued for late interest payment (2.20 per month)	11.00
Debit in escrow deposit account	39.21
	$6,120.07

Daily interest rate .66

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 1st day of August in the year nineteen hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared J. Cookman Boyd Jr, attorney for

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED
1958 AUG -2 AM 9:51

As witness my hand and Notarial Seal,

Ethel V. McClean
Notary Public.

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LIBER 114 PAGE 371

DECREE FOR SALE OF MORTGAGE PREMISES

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

vs.

EDWARD M. REMESCH and JEANNETTE C. REMESCH, his wife

IN THE

CIRCUIT COURT

FOR ~~XXXXX~~ ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~

No. 12,796 Equity

TERM, 19

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

It, is, Thereupon, This 30th day of August, in the year nineteen hundred and fifty-eight, by the Circuit Court for Anne Arundel County, ~~for Baltimore City~~ **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Cookman Boyd, Jr. be and he is hereby appointed Trustee to make said sale, and that the course and manner of h proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Seventy-five Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~Baltimore City or~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their , the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Benjamin Michaelson
Judge.

FILED

1958 AUG -2 AM 11:40

7

Trustee's Bond

No. 12,790 Equity

LIBER 114 PAGE 372

KNOW ALL MEN BY THESE PRESENTS:

THAT WE J. Cookman Boyd, Jr. LIBER 9 PAGE 380

900 Meyerhoff Building, Baltimore 1, Maryland as principal,

and Maryland Casualty Company a corporation of the State of

Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full

and just sum of Seven thousand five hundred and 00/100 ($7,500.00) - - - - - - Dollars,

current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 4th day of August in the year of our Lord one thousand nine hundred and fifty-eight.

WHEREAS, the above bounden J. Cookman Boyd, Jr.

by virtue of a decree of the Honorable Judge of the Circuit Court ~~of Baltimore City~~ for Anne Arundel County, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of The Prudential Insurance Company of America -vs-

-vs-

Edward M. Remesch and Jeannette C. Remesch, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN J. Cookman Boyd, Jr.

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Catherine A. Ellis

Signed, sealed and delivered in the presence of

Carol Bates
Carol Bates

J. Cookman Boyd, Jr. (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By Joseph F. Howell (SEAL)
Joseph F. Howell *Attorney-in-Fact*

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company

a corporation of the State of Maryland

does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell or Roberta H. Taylor, or Elsie C. Evans, or Edward Annen

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Maryland Casualty Company

duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th

day of October, 1950.

MARYLAND CASUALTY COMPANY

By: E. Kemp Cathcart
Vice President

ATTEST:

D. W. Vauthier
Assistant Secretary

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

19

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

FILED

1958 AUG -6 PM 1:18

Bond Approved this 6th day of August 1958
George T. Bromwell, Clerk

8

LIBER 114 PAGE 373

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
EDWARD M. REMESCH and JEANNETTE C. REMESCH, his wife	:	ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT No. 12,790 Equity

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 Baltimore City, personally appeared Karl Rubach and made oath in due form of law that while he does not personally know the defendants herein, he has made inquiry as to the military status of the defendants herein, and as a result thereof deposes and says 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.

Karl Rubach
Karl Rubach, Affiant

Subscribed and sworn to before me

this 11th day of September, 1958.

Joseph Sradula
Notary Public

FILED

1958 SEP 13 AM 10:34

9

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
EDWARD M. REMESCH and JEANNETTE C. REMESCH, his wife	:	ANNE ARUNDEL COUNTY

REPORT OF SALE No. 12,790 Equity

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of J. Cookman Boyd, Jr., Trustee 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 and manner and terms of sale, by advertisements inserted in the "Maryland Gazette", a newspaper duly published in Anne Arundel County, for five successive weeks preceding the day of sale, said Trustee did, pursuant to said notice, on Wednesday, the 17th day of September, 1958, at 4 o'clock p. m. attend on the premises and then and there sold the leasehold property known as 307 Grove Park Road, Anne Arundel County, Maryland, to Henry J. Strohecker and Stephen P. Provenza as tenants in common, at and for the sum of Six Thousand Five Hundred Fifty Dollars ($6,550.00), being the highest price obtainable therefor.

J. Cookman Boyd, Jr., Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 18th day of September, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared J. Cookman Boyd, Jr., Trustee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

Ethel V. McLean
Notary Public

ETHEL V. MCLEAN NOTARY PUBLIC BALTIMORE, MD.

FILED
1958 SEP 19 AM 9:26

10

ORDER NISI

LIBER 114 PAGE 375

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

versus

EDWARD M. REMESCH and JEANNETTE C. REMESCH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,790 Equity

Ordered, this 19th day of September, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by J. Cookman Boyd, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $ 6,550.00

FILED 1958 SEP 19 AM 9;26

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

versus

EDWARD M. REMESCH and JEANNETTE C. REMESCH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of October, 1958, Finally that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1958 OCT 28 PM 3:23

Benjamin Henderson

Judge

LIBER 114 PAGE 376 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. 12,790 Equity
The Prudential Insurance Company of America
Versus
EDWARD M. REMESCH and JEANNETTE C. REMESCH, his wife

Ordered, this 19th day of September, 1958, That the sale of the Property in these proceedings mentioned, made and reported by J. Cookman Boyd, Jr., Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $6,550.00.

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

O-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 27, 1958

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 12,790

Edward M. Remesch

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 October, 1958. The first insertion being made the 25th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

FILED

No. M. G. 1958 OCT 27 PM 3:29

12

In the Case of

The Prudential Insurance Company
of America
vs.
Edward M. Remesch
and
Jeannette C. Remesch, his wife

In the

Circuit Court

For

Anne Arundel County

#12,790 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. Jackling
Auditor.

November 18, 1958

FILED
1958 NOV 25 PM 12:00

13

Dr. The Prudential Insurance Company of America vs. Edward M. Remesch and Jeannette C. Remesch, his wife in ac.

To Trustee for Fee, in lieu of fee and commissions, as agreed, viz:	250	00	250	00
To Trustee 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 Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	7 0	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	30	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Ethel V. McKean - notary fees	1	00	147	70
To Trustee for Benefit Charges, viz:				
Metered water from 8/57 to 8/11/58	18	20		
Metered water from 8/12/58 to 9/17/58		99	19	19
To Trustee for Ground Rent, viz:				
Annual ground rent of $84.00 adjusted - 3 months 23 days	28	59	28	59
To The Prudential Insurance Company of America, mortgagee - this balance on account mortgage claim	6,122	86	6,122	86
			6,619	84
Amount of mortgage claim filed	6,120	07		
Interest at 4% on $5,950.85 from 8/1/58 to 9/17/58 - 48 days	31	74		
	6,151	81		
Cr. Amount allowed above	6,122	86		
Balance subject to decree in personam	28	95		

14

with

J. Cookman Boyd, Jr., Trustee

Cr.

1958						
Sept.	17	Proceeds of Sale	6,550	00		
		Interest on deferred payment of $6,050.00 - 1 month 12 days	42	03	6,592	03
		Refund 1958 State and County taxes- 3 months 13 days	25	84		
		Refund 1958 water and sewer benefit charges - 3 months 13 days	1	97	27	81
					6,619	84

15

ORDER NISI LIBER 114 PAGE 380

The Prudential Insurance Company of America

VERSUS

Edward M. Remesch

and

Jeannette C. Remesch, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,790 Equity.

ORDERED, This 25th day of November, 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 5th day of January ~~December~~ next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of ~~December~~ January next.

George T. Cromwell Clerk

1958 NOV 25 PM 12:00

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of January, 1959, 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

1959 JAN -9 AM 10:45

Matthew S. Evans Judge

16

LIBER 114 PAGE 381 FICE 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. 12,790 Equity

The Prudential Insurance Company of America
VERSUS
EDWARD M. REMESCH and JEANNETTE C. REMESCH, his wife

Ordered, this 25th day of November, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th day of 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 5th day of January next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-18

FILED

No. M959 1958 Dec 8 PM 9:54

17

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 7, 1959

We hereby certify, that the annexed

Order Nisi Eq 12,790

Auditor's Account

Edward M. Remesch

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of January, 1959. The first insertion being made the 4th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Talgarnes

LIBER 114 PAGE 382

In the Matter of the Sale of the:		IN THE
Mortgaged Real Estate	:	CIRCUIT COURT FOR
of	:	ANNE ARUNDEL COUNTY
James W. Johnson and	:	IN EQUITY
Sylvia M. Johnson, His Wife	:	EQUITY NO. 12871
	:	

Mr. Clerk:

Please docket the above entitled Case, enter my appearance and file the following papers:

1. Original Mortgage from James W. Johnson and Sylvia M. Johnson, His Wife, dated September 4, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1149, folio 62.
2. Statement of Mortgagee's claim.
3. Note dated June 5, 1958, of James W. Sylvia M.Johnson, for $800.00

Frankie Wilson

Frankie Wilson, Attorney Named in Mortgage
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland

FILED

1958 SEP 23 PM 2:57

"EXHIBIT NO. 1"

BUILDING ASSOCIATION MORTGAGE- .TY OR COUNTY—WITH CLAUSE—17

LIBER 114 PAGE 383

LIBER 1149 62

Equity No. 12,871

PURCHASE MONEY

This Mortgage, Made this 4th day of ~~August~~ September

in the year one thousand nine hundred and fifty-seven between

James W. Johnson and Sylvia M. Johnson, his wife,

of the Anne Arundel County, in the State of Maryland, Mortgagors, and the

Maryland National Building and Loan Association, Inc.

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said James W. Johnson and Sylvia M. Johnson, his wife,

being members of the said body corporate Maryland National Building & Loan Ass'n., Inc.

have received therefrom an advance of Twenty-five hundred and 00/100 . . . . . .

. . . . . Dollars ($2500.00)

on twenty-five shares of stock, the due execution of this Mortgage

having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said James W. Johnson and Sylvia M. Johnson, his wife,

do grant unto Maryland National Building and Loan Association, Inc.

and its successors and assigns, all those

piece s or parcel s of ground situate and lying in the 5th Election District, Anne Arundel Co.,

at present known as No. 233 Miland Ave., Patapsco Park

and described as follows:

ALL those lots of ground known and designated as numbers 229 and 230, Patapsco Park, recorded among the Plat Records of Anne Arundel County in Liber GW 1, Folio 31.

BEING now known as premises 233 Miland Ave.

BEING the same lots which by Deed of even date herewith and intended to be recorded prior hereto, were conveyed by Frankie Wilson & Sons, Inc., to James W. Johnson and Sylvia M. Johnson, his wife.

FILED

1958 SEP 23 PM 2:57

2

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, ~~during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of $, payable in equal semi-annual instalments on the days of and in each and every year.~~ in fee simple,

IF, HOWEVER, the said Mortgagor shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void.

AND the said Mortgagor s, for themselves, their heirs, executors, administrators and assigns, covenant with the said Maryland National Building & Loan Association, Inc. its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns ~~weekly~~ monthly the sum of one dollar and eight cents on each of said twenty-five shares of stock as dues, until the combined payment of dues shall amount to one hundred . . . . . Dollars for each of said twenty-five shares, and also to pay ~~weekly~~ monthly the sum of fifty-two 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 twenty-five hundred and 00/100 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 MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of Dollars and ~~weekly~~ monthly cents 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 Mortgagors, 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 Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Frankie Wilson, 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 seventy-five 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. (4) AND IT IS FURTHER AGREED, that in case the mortgagors cease to own, sell, transfer or dispose of the within described property, without first obtaining the assent in writing of the Mortgagee, then the unpaid balance shall immediately become due, and in default of payment, this mortgage may be foreclosed.

WITNESS the hand s and seal s of the said Mortgagor s

TEST:

Frankie Wilson
Frankie Wilson

James W. Johnson (SEAL)
James W. Johnson

Sylvia M. Johnson (SEAL)
Sylvia M. Johnson

LIBER 1149 64

_____ (SEAL)

STATE OF MARYLAND, Anne Arundel County SS:

I HEREBY CERTIFY, that on this 4TH day of ~~August~~ Sept. in the year one thousand nine hundred and fifty-seven, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared James W. Johnson and Sylvia M. Johnson, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Walton D. Wilson, President, Maryland National Building and Loan Association, Inc. 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.

Rec'd for record Sept 6 1957 at 1:08 P.M.
Mailed to Frankie Wilson

Frankie D. Wilson, Notary Public

4

2

MORTGAGE

FROM

James W. Johnson and

Sylvia M. Johnson, his wife,
#233 Miland Avenue, Patapsco Park,
Baltimore 25 - Md.

TO

Maryland National Building & Loan
Association, Inc.

Lots 229 and 230 Patapsco Park, 5th
~~BLOCK NO~~ Election District
Anne Arundel County, Maryland

Received for Record _____ 19__
at _____ o'clock ____ M. Same day recorded in
Liber _____ No. _____ Folio _____ etc.,
Land Records of _____,
and examined per
_____, Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 SEP -6 PM 3:08 & RECORDED IN LIBER GTC NO 1149 FOLIO 62 GEO. T. CROMWELL, CLERK

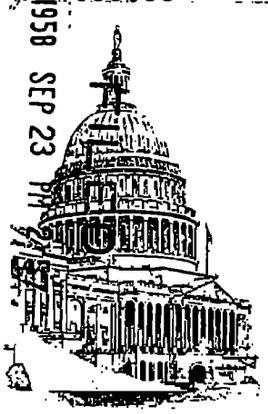
Cost of Record, $ 750

Frankie Wilson
Attorney at Law
25 Baltimore-Annapolis Boulevard, N.W.
Glen Burnie, Maryland

The Daily Record Company, Baltimore, Md.

Plaintiff's Exhibit No 2 Equity No 12571

800.00 Glen Burnie, Maryland, June 5th 19 58



1958 SEP 23 PM 2:

On demand after date for value received we promise to pay to the order of Maryland National Building & Loan Association, Inc., At 25 Baltimore-Annapolis Boulevard, N.W., Glen Burnie, Md. Eight Hundred and - - - - - - - - - - - - - - no/100 - - Dollars with interest at 6 per cent per annum after date until paid.

And to secure the payment of said amount, we hereby authorize, irrevocably, any attorney of any Court of Record, to appear for us in such Court, in term time or vacation, at any time hereafter, and confess a judgment, without process, in favor of the holder of this Note, for such amount as may appear to be unpaid thereon, whether due or not, together with costs, and to waive and release all errors which may intervene in any such proceedings and to consent to immediate execution upon such judgment; hereby ratifying and confirming all that our said Attorney may do by virtue hereof.

Witness: Post Office Address
Walter D. Wilson
Due _____ 19__

James W. Johnson
James W. Johnson
Sylvia M. Johnson
Sylvia Johnson

Plaintiff's
Exhibit No. 3

LIBER 114 PAGE 387

In the Matter of the Sale of the	:	
Mortgaged Real Estate	:	In The
of	:	Circuit Court for Anne Arundel County
James W. Johnson and	:	In Equity
Sylvia M. Johnson, his wife.	:	Equity No. 12,821

- - - - - -

STATEMENT OF MORTGAGEE'S CLAIM

Amount of Mortgage, dated September 4, 1957	$ 2,500.00
" " Note, payable on demand, dated June 5, 1958	800.00
	$ 3,300.00
Less payments on principal	267.25
	$ 3,032.75
Plus interest month of September, 1958	16.12
Total balance due -	$ 3,018.87

Maryland National Building and Loan Association, Inc.

By Walton D. Wilson
Walton D. Wilson, President.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 22nd day of September, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Walton D. Wilson, President of Maryland National Building and Loan Association, Inc., and made oath in due form of law that the above statement is a true and bona fide amount of balance due by James W. Johnson and Sylvia M. Johnson, his wife.

Frankie D. Wilson
Frankie D. Wilson, Notary Public.

FILED
1958 SEP 23 PM 2:57

7

Mortgagee's Attorney's Bond. I-369

LIBER 114 PAGE 388

279173

LIBER 9 PAGE 420

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

Equity No. 12,871

Know All Men by These Presents:

That we Frankie Wilson - P.O. 247 Glen Burnie, 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

FOUR THOUSAND AND 00/100 ($4,000.00) - - - - - - - - - - - - - - - - Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 22nd -

day of September - - - - - - - - in the year nineteen hundred and fifty-eight

Whereas, the above bounden Frankie Wilson

by virtue of the power contained in a Mortgage from James W. Johnson and Sylvia M. Johnson

to the Maryland National Building & Loan Association

bearing date the 4th day of September nineteen hundred and fifty-seven

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1149, Folio 62, and Frankie Wilson, Attorney named in said mortgage

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

Frankie Wilson

es

do and shall well and truly and faithfully perform the trust reposed in her - - - - - - - - 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

Frankie Wilson (Seal)
Frankie Wilson

(Seal)

(Seal)

xAttest As to Surety:

M.S. Kraus
M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By

Bond Filed and Approved
This 25th day of September 1958
George J. Cromwell, Clerk

FILED
1958 SEP 25 AM 9:25

LIBER 114 PAGE 389

In the Matter of the Sale of the:		IN THE CIRCUIT COURT
Mortgaged Real Estate	:	FOR ANNE ARUNDEL COUNTY
of	:	IN EQUITY
James W. Johnson and	:	EQUITY NO. 12,871
Sylvia M. Johnson, His Wife	:	

- -

AFFIDAVIT AS TO MILITARY SERVICE

I HEREBY CERTIFY, That on this 17th day of October, 1958, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, Attorney, who made oath in due form of law that James W. Johnson and Sylvia M. Johnson, the defendants in the above-entitled cause, are approximately 32 years of age, and that on the date of foreclosure of this property, the said defendants had not been, within three months next prior thereto, in the Military Service of the United States, and that the said defendants are not at the present time in said Military Service, as defined by the Soldiers and Sailors' Relief Act of 1940, and further, that the said James W. Johnson and Sylvia M. Johnson, on the day of foreclosure sale, were the owners of the fee-simple property mentioned in these proceedings.

AS WITNESS my hand and seal.

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel / Notary Public

Frankie Wilson
Frankie Wilson, Attorney
named in Mortgage

VIVIAN D. SCHAUMLOEFFEL NOTARY PUBLIC Anne Arundel County, Md.

FILED
1958 OCT 20 AM 10:32

9

Pumphrey, October 17, 1958

EQUITY NO. 12,871

I (WE) HEREBY agree to purchase lots 229 and 230 Patapsco Park, known as premises 233 Miland Avenue, improved by a one story concrete block bungalow, known as James W. Johnson and Sylvia M. Johnson property, as advertised in Maryland Gazette, and to consummate the sale in compliance with the terms as stated in said advertisement; the sales price being $ 3,100.00. The deposit paid this date being $500.00.

AS WITNESS my (our) hand(s) and seal(s).

Witness:
Frankie Wilson

Frankie Wilson & Sons, Inc. (Seal)
Purchaser

Hilton D. Johnson (Seal)
Purchaser Vice-Pres.

FILED
1958 OCT 20 AM 10:32

10

EQUITY NO. 12,871 LIBER 114 PAGE 391

This is to certify that I have this day sold at public auction for the sum of $ 3,100.00, the property described in the advertisement attached hereto, to Frankie Wilson & Sons, Inc.

and that said sale was fairly made.

Robert H. Campbell - Auctioneer

FRANKIE WILSON, Attorney
25 Baltimore-Annapolis Boulevard,
N. W., Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY IMPROVED

Under and by virtue of the power and authority contained in a Mortgage from James W. Johnson and Sylvia M. Johnson, his wife, dated September 4, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1149, Folio 62, (default having occurred thereunder), the undersigned attorney named in the mortgage will sell at public auction on the premises, 233 Miland Avenue, Patapsco Park, Fifth Election District, Anne Arundel County, in the State of Maryland, on

Fri., Oct. 17, 1958
at 4:00 P.M.

ALL those lots of ground known and designated as Lot Numbers 229 and 230, PATAPSCO PARK, recorded among the Plat Records of Anne Arundel County in Liber GW 1, Folio 31. BEING now known as premises 233 Miland Ave. BEING the lots which by Deed dated September 4, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC 1149, Folio 60, etc., were conveyed by Frankie Wilson & Sons, Inc. to James W. Johnson and Sylvia M. Johnson, his wife. Being improved by a five-room concrete-block dwelling.

TERMS OF SALE: A deposit of five hundred dollars ($500.00) to be paid at time of sale, balance of purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, or all cash at time of sale, at the option of purchaser, deferred payment to bear six per cent interest from date of sale, taxes and other charges to be adjusted to date of sale. Costs of conveying and revenue stamps on deed to be borne by the purchaser. Attorney reserves the right to reject any or all bids.

Robert H. Campbell,
Auctioneer
Frankie Wilson
Attorney named in Mortgaged
O-16

FILED
1958 OCT 20 AM 10:32

In the Matter of the Sale of the Mortgaged Real Estate of James W. Johnson and Sylvia M. Johnson, His Wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY EQUITY NO. 12,871

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Frankie Wilson, Attorney named in Mortgage, dated September 4, 1957, from James W. Johnson and Sylvia M. Johnson, his wife, to Maryland National Building and Loan Association, Inc., and recorded among the Land Records of Anne Arundel County in Liber GTC 1149, folio 62, which mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of her trust, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three weeks consecutively preceding the day of sale, Frankie Wilson, Attorney, under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 17th day of October, 1958, at 4:00 P.M., attended on the premises and then and there sold the property described in said mortgage, which property is more particularly described as follows:

ALL those lots of ground known and designated as Lot Numbers 229 and 230, PATAPSCO PARK, recorded among the Plat Records of Anne Arundel County in Liber GW 1, Folio 31. BEING now known as premises 233 Miland Ave. BEING the lots which by Deed dated September 4, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC 1149, folio 60, etc., were conveyed by Frankie Wilson & Sons, Inc. to James W. Johnson and Sylvia M. Johnson, his wife. Being improved by a five-room concrete-block dwelling.

TERMS OF SALE: A deposit of five hundred dollars ($500.00) to be paid at time of sale, balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County, or all cash at time of sale, at the option of

FILED
1958 Oct 20 AM 10:32

12

purchaser, deferred payment to bear six percent interest from date of sale, taxes and other charges to be adjusted to date of sale. Costs of conveying and revenue stamps on deed to be borne by the purchaser. Attorney reserves the right to reject any or all bids.

The said property was sold, as aforesaid, to Frankie Wilson & Sons, Inc., at and for the sum of three thousand and one hundred dollars ($3,100.00), the said purchaser being then and there the highest bidder and that said sale was fairly made.

Frankie Wilson

Frankie Wilson, Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 17th day of October, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, attorney named in aforesaid mortgage, and made oath in due form of law that the matters and facts set forth in above Report of Sale are true to the best of her knowledge, information and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

VIVIAN D. SCHAUMLOEFFEL NOTARY PUBLIC Anne Arundel County, Md.

Vivian D. Schaumloeffel

Vivian D. Schaumloeffel, Notary Public

13

ORDER NISI

LIBER 114 PAGE 394

In the Matter of the Sale of the Mortgaged Real Estate of James W. Johnson and Sylvia M. Johnson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,871 Equity

Ordered, this 20th day of October, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Frankie Wilson, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of November next.

The report states that the amount of sale was $ 3,100.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 OCT 20 AM 10:32

TEST: Clerk.

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of James W. Johnson and Sylvia M. Johnson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of November, 1958 that the sale made and reported by the Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi. passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED

1958 NOV 25 PM 2:08

14

FRANKIE WILSON, Attorney
25 Baltimore-Annapolis Boulevard,
N. W., Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY IMPROVED

Under and by virtue of the power and authority contained in a Mortgage from James W. Johnson and Sylvia M. Johnson, his wife, dated September 4, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1149, Folio 62, (default having occurred thereunder), the undersigned attorney named in the mortgage will sell at public auction on the premises, 233 Miland Avenue, Patapsco Park, Fifth Election District, Anne Arundel County, in the State of Maryland, on

Fri., Oct. 17, 1958
at 4:00 P.M.

ALL those lots of ground known and designated as Lot Numbers 229 and 230, PATAPSCO PARK, recorded among the Plat Records of Anne Arundel County in Liber GW 1, Folio 31. BEING now known as premises 233 Miland Ave. BEING the lots which by Deed dated September 4, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC 1149, Folio 60, etc., were conveyed by Frankie Wilson & Sons, Inc. to James W. Johnson and Sylvia M. Johnson, his wife. Being improved by a five-room concrete-block dwelling.

TERMS OF SALE: A deposit of five hundred dollars ($500.00) to be paid at time of sale, balance of purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, or all cash at time of sale, at the option of purchaser, deferred payment to bear six per cent interest from date of sale, taxes and other charges to be adjusted to date of sale. Costs of conveying and revenue stamps on deed to be borne by the purchaser. Attorney reserves the right to reject any or all bids.

Robert H. Campbell,
Auctioneer
Frankie Wilson
Attorney named in Mortgaged
O-16

LIBER 114 PAGE 395 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1958

We hereby certify, that the annexed

Mortgage Sale

12.871

James W. Johnson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of October, 1958. The first insertion being made the 25th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958
NOV-5 AM 11:17
By H. Tilghman

LIBER 114 PAGE 396 OFF. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,871 Equity

In the Matter of the Sale of the Mortgaged Real Estate of JAMES W. JOHNSON and SYLVIA M. JOHNSON, his wife

Ordered, this 20th day of October, 1958, That the sale of the property in these proceedings mentioned made and reported by Frankie Wilson, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of November next.

The report states that the amount of sale was $3,100.00.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

N-13

FILED

No. M. 1958 NOV 15 AM 10:27

16

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 1958

We hereby certify, that the annexed Order Nisi Sale Eq. 12,871. James W. Johnson was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of November, 1958. The first insertion being made the 23rd day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 114 PAGE 397

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
James W. Johnson
and
Sylvia M. Johnson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,871 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. Tinkham
Auditor.

December 1, 1958

FILED

1958 DEC -8 PM 12:28

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of James W. Johnson and Sylvia M. Johnson, his wife

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	123	00	198	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	42	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	16	00		
Robert H. Campbell - auctioneer's fee	25	00		
Vivian D. Schaumloeffel - notary fees	1	50	99	02
To Attorney for Taxes, viz:				
1958 State and County taxes ($26.30) - adjusted to 10/17/58	21	01	21	01
To Attorney for Benefit Charges, viz: Metered water to 10/23/50 and turn-off charge ($2.00)	8	00	8	00
To Maryland National Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	2,724	29	2,724	29
			3,101	82
Amount of mortgage claim filed	3,018	87		
Cr. Amount allowed above	2,724	29		
Balance subject to decree in personam	294	58		

with

Frankie Wilson, Attorney named in Mortgage

Cr.

1958				
Oct.	17	Proceeds of Sale	3,100 00	3,100 00
		Refund 1958 water and sewer benefit charge ($9.00) - 2 months 13 days	1 82	1 82
			3,101 82	

19

LIBER 114 PAGE 400

ORDER NISI

In the Matter of the Sale of
the Mortgaged Real Estate
of ~~VERSUS~~
James W. Johnson
and
Sylvia M. Johnson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,871 Equity.

ORDERED, This 8th day of December, 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 12th 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 12th day of January next.

George T. Cromwell

FILED
1958 DEC -8 PM 12:28

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of January, 1959, 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 ~~Grantee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 JAN 13 PM 1:08

Benjamin Michaelson
Judge

LIBER 114 PAGE 491 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. 12,871 Equity

In the Matter of the Sale of the Mortgage Real Estate of JAMES W. JOHNSON and SYLVIA M. JOHNSON, his wife

Ordered, this 8th day of December, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of 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 12th day of January next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Circuit Court Eq. 12871

James W. Johnson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

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No. M. G. 7504 1959 JAN -7 AM 9:19 By Irene Tate

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BYARD J. COREY and DORIS M. COREY Guardians of DAVID BRICE GILBERT, an infant, 10175 Glennon Drive Lakewood, Colorado	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Vs.	:	IN EQUITY 12,735
DAVID BRICE GILBERT, an infant 10175 Glennon Drive Lakewood, Colorado	:	

PETITION TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Byard J. Corey and Doris M. Corey, legal guardians of David Brice Gilbert, infant, by their attorneys, W. Garrett Larrimore and Edward W. Mogowski and Callegary, Bracken & Callegary, respectfully represent unto Your Honor:

1. That they are legal guardians of the aforementioned infant, and were so appointed by the Orphans' Court of Baltimore County on June 24, 1953, all of which will more fully appear by reference to a certified copy of their appointment as such guardians appended hereto marked "Petitioners' Exhibit A," and prayed to be taken as a part hereof.

2. That Myrtle L. Sippel, who died October 9, 1956, late of Baltimore County, State of Maryland, by her Last Will and Testament probated in the Orphans' Court of Baltimore County, gave, devised and bequeathed, an unimproved fee simple property containing 1.48 acres of land situate in the Third Election District of Anne Arundel County, State of Maryland, unto the said David Brice Gilbert, and which said property is described as follows:

> BEGINNING for the same at a stake on the South side of a 12 foot right of way which runs in a Westerly direction and also in an Easterly direction where the same widens to 15 feet, as will be seen by reference to a plat of the property now being described, surveyed June 16, 1943, by J. Revell Carr, the said stake and place of beginning is distant the three following courses and distances from an iron pipe heretofore set at the Southeast corner of the above mentioned 0.49 acre lot and the South west corner of the

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firstly described 1.25 acre lot: (FIRST COURSE) along the North side of the above mentioned right of way, South 76 degrees 51 minutes West 52.4 feet, (SECOND COURSE) South 88 degrees 09 minutes West 131.33 feet to an iron pipe, and (THIRD COURSE) crossing said right of way, South 11 degrees 45 minutes West 12.0 feet to the beginning point of this description, thence running from the beginning point so fixed, leaving the said mentioned right of way and with part of the Western boundary line of a 1.11 acre lot conveyed to Clara M. McKee by Carroll G. Bull and the above mentioned Zelma S. Bull, his wife, by deed dated September 16, 1925, and recorded in Liber W.M.B. 14, folio 235, South 11 degrees 45 minutes West 130.0 feet to the West edge of a concrete block, thence leaving the said mentioned conveyance to Clara M. McKee and running through part of the whole tract to be hereinafter mentioned, continuing said last mentioned course, South 11 degrees 45 minutes West 208.3 feet to an iron pipe, thence North 78 degrees 15 minutes West 191.0 feet to another iron pipe on the East side of the 12 foot right of way first mentioned in this description, thence along the East side of the same North 11 degrees 45 minutes East 338.3 feet, thence along the south side of the said right of way South 78 degrees 15 minutes East 191.0 feet to the place of beginning. Containing 1.48 acres of land, as aforesaid.

BEING the third lot of ground in a deed dated August 12, 1947, recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 424, Folio 126, which was granted and conveyed by Charles S. Myers and wife unto Joseph C. Sippel, Jr., and Myrtle L. Sippel, his wife; the said Joseph C. Sippel, Jr. predeceased the said Myrtle L. Sippel, his Last Will and Testament being probated in the Orphans' Court for Baltimore County, leaving title to the herein property vested in the said Myrtle L. Sippel.

3. That the said unimproved 1.48 acres of land is subject, together with two other parcels of land, to a mortgage to The Capital Building and Loan Association of Baltimore City, in the amount of $3,388.10, as of June 1, 1958, on which mortgage the monthly payments are $33.00, and on which property, together with the other two parcels, the real estate taxes are approximately $164.52. The said property is not rented, being unimproved, and is not productive of any other income to the said infant; that shortly before the death of said Myrtle L. Sippel, on October 9, 1956, the said David Brice Gilbert, infant, and

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and his parents and legal guardians, the Petitioners herein, moved to Lakewood, Colorado, their present permanent residence; that it would be to the benefit, interest and advantage of the said David Brice Gilbert, infant, to sell the property herein.

WHEREFORE, your Petitioners pray that this Honorable Court:

1. Pass a decree authorizing the sale of said real estate.

2. Appoint a Trustee for the purpose of making said sale.

3. Grant an Order for personal service upon the infant party hereto.

4. Appoint a guardian ad litum for the said infant party.

5. Grant such other and further relief as the nature of this cause may require.

AND AS IN DUTY BOUND, etc.

W. Garrett Larrimore
12 Church Circle
Annapolis, Maryland

Byard J. Corey

Edward W. Mogowski
Callegary, Bracken & Callegary
413 St. Paul Place
Baltimore 2, Maryland
SAratoga 7-1365

Doris M. Corey
Petitioners
Guardians of David Brice Gilbert,
Infant

STATE OF COLORADO
COUNTY OF JEFFERSON, to wit:

I HEREBY CERTIFY that on this 16 day of June 1958, before me, the subscriber, a Notary Public of the State of Colorado in and for the County of Jefferson, personally appeared Byard J. Corey and Doris M. Corey, the within Petitioners, and they made oath in due form of law that the matters and facts in the aforegoing Petition are true and bona fide as therein set forth to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

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LIBER 114 PAGE 405

BYARD J. COREY and DORIS M. COREY Guardians of DAVID BRICE GILBERT, an infant, 10175 Glennon Drive Lakewood, Colorado	:	IN THE CIRCUIT COURT FOR
Vs.	:	ANNE ARUNDEL COUNTY
DAVID BRICE GILBERT, an infant 10175 Glennon Drive Lakewood, Colorado	:	IN EQUITY 12,735

ORDER OF PUBLICATION

The object of this Petition is to procure an Order of Court authorizing the sale of real estate in which the said infant is vested.

The Petition recites that the Petitioners, Byard J. Corey and Doris M. Corey, were appointed guardians of the infant David Brice Gilbert by Order of the Orphans' Court of Baltimore County on June 24, 1953, and that the said Myrtle L. Sippel, who died October 9, 1956, by her Last Will and Testament probated in the Orphans' Court of Baltimore County, gave, devised and bequeathed to the said infant an unimproved fee simple property containing 1.48 acres of land situate in the Third Election District of Anne Arundel County, State of Maryland, and which said property is described as follows:

> BEGINNING for the same at a stake on the South side of a 12 foot right of way which runs in a Westerly direction and also in an Easterly direction where the same widens to 15 feet, as will be seen by reference to a plat of the property now being described, surveyed June 16, 1943, by J. Revell Carr, the said stake and place of beginning is distant the three following courses and distances from an iron pipe heretofore set at the Southeast corner of the above mentioned 0.49 acre lot and the Southwest corner of the firstly described 1.25 acre lot: (FIRST COURSE) along the North side of the above mentioned right of way, South 76 degrees 51 minutes West 52.4 feet, (SECOND COURSE) South 88 degrees 09 minutes West 131.33 feet to an iron pipe, and (THIRD COURSE) crossing said right of way, South 11 degrees 45 minutes West 12.0 feet to the beginning point of this description, thence running from the beginning point so fixed, leaving the said mentioned right of way and with part of the Western boundary line of a 1.11 acre lot conveyed to Clara M. McKee by Carroll G. Bull and the above mentioned Zelma S. Bull, his wife, by deed dated September 16, 1925, and recorded in Liber W.M.B. 14, folio 235, South 11 degrees 45 minutes West 130.0 feet to the West edge of a concrete block, thence leaving the said mentioned conveyance to Clara

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M. McKee and running through part of the whole tract to be hereinafter mentioned, continuing said last mentioned course, South 11 degrees 45 minutes West 208.3 feet to an iron pipe, thence North 78 degrees 15 minutes West 191.0 feet to another iron pipe on the East side of the 12 foot right of way first mentioned in this description, thence along the East side of the same North 11 degrees 45 minutes East 338.3 feet, thence along the south side of the said right of way South 78 degrees 15 minutes East 191.0 feet to the place of beginning. Containing 1.48 acres of land, as aforesaid.

BEING the third lot of ground in a deed dated August 12, 1947, recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 424, Folio 126, which was granted and conveyed by Charles S. Myers and wife unto Joseph C. Sippel, Jr., and Myrtle L. Sippel, his wife; the said Joseph C. Sippel, Jr., predeceased the said Myrtle L. Sippel, his Last Will and Testament being probated in the Orphans' Court for Baltimore County, leaving title to the herein property vested in the said Myrtle L. Sippel.

That the said unimproved 1.48 acres of land is subject, together with two other parcels of land, to a mortgage, is not rented, and is not productive of any other income to said infant, and that shortly before the death of the said Myrtle L. Sippel the said infant, his parents and your Petitioners moved to Lakewood, Colorado, their present permanent residence, and that it would be to the benefit, interest, and advantage of the said David Brice Gilbert, infant, to sell the property herein.

IT IS THEREUPON, this 27 day of June, 1958, by the Circuit Court for Anne Arundel County in equity Ordered that the Petitioners, Byard J. Corey and Doris M. Corey by causing a copy of this Order of Publication to be served on the Respondent, David Brice Gilbert, give notice to the Respondent of the object and substance of this petition and warning him to be and appear in this court in person or by Solicitor within 30 days after this Order of Publication is served on him to show cause, if any he may have, why a decree should not be passed as prayed in said petition.

George T. Cromwell
~~Judge~~ Clerk

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LIBER 114 PAGE 406 A

BYARD J. COREY and DORIS M. COREY: Guardians of DAVID BRICE GILBERT, an infant 10175 Glennon Drive Lakewood, Colorado	IN THE
	CIRCUIT COURT
	FOR
vs.	ANNE ARUNDEL COUNTY
DAVID BRICE GILBERT, an infant 10175 Glennon Drive Lakewood, Colorado	IN EQUITY
	No. 12,735 Equity

To the Honorable the Judges of the Circuit Court for Anne Arundel County, Sitting in Equity:

The Petition of the Plaintiffs in the above entitled cause respectfully shows:

That the infant defendant, David Brice Gilbert, in this case has been duly sommoned; your petitioners therefor pray that a guardian ad litem may be appointed by this Honorable Court, and suggests _____ as a suitable person for such guardian.

And as in duty bound shall ever pray, &c.

Edward W. Mogowski

W. Garrett Larrimore

Solicitors for Plaintiff

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ORDERED by the Court 19th day of July, 1958 that Everett F. Howerton be and he is hereby appointed guardian ad litem of the above named infant defendant as prayed, and he is hereby directed to file an answer for said infant as such guardian; and further hereby appoints Richard F. Cadigan, as attorney for said guardian ad litem.

Matthew S. Evans

Judge

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LIBER 114 PAGE 406 B

BYARD J. COREY and DORIS M. COREY: Guardians of DAVID BRICE GILBERT, an infant 10175 Glennon Drive Lakewood, Colorado	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
DAVID BRICE GILBERT, an infant 10175 Glennon Drive Lakewood, Colorado	:	IN EQUITY 12,735

To the Honorable the Judges of the Circuit Court for Anne Arundel ~~Baltimore~~ County, sitting in Equity:

The answer of David Brice Gilbert, infant, by _____ Ernest Florestano Guardian ad litem, acting on behalf of the said infant defendant respectfully shows:

That he has no personal knowledge of the matters and things set forth in the Petition To Sell Real Estate filed herein, and can neither admit nor deny the same.

And the said infant being of tender years, can neither admit nor deny the same; wherefore your respondent submits the matters of the said Petition to the determination of, and the rights of said infant to the protection of this Court.

And as in duty bound shall ever pray, &c.

Ernest Florestano

Guardian ad litem.

Richard F. Cadigan

Richard F. Cadigan
Attorney for Said
Guardian Ad Litem

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LIBER 114 PAGE 407

BYARD J. COREY, et al	:	IN
Petitioners	:	THE CIRCUIT COURT
vs.	:	FOR
DAVID BRICE GILBERT, an infant	:	ANNE ARUNDEL COUNTY
Respondent	:	NO. 12,735 EQUITY

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TESTIMONY ON BEHALF OF PETITIONERS

August 7, 1958

Present:

Mr. Edward W. Mogowski, Solicitor for Petitioners

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

Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

Edward L. Beauchamp, pages 2 - 11

Alphonse Schafer, pages 12 - 17

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Edward L. Beauchamp, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Mogowski)

1. What is your name, sir?

A. Edward L. Beauchamp.

2. Mr. Beauchamp, what is your occupation?

A. Realtor and appraiser.

3. Do you have any official connection as a realtor and appraiser with any government body?

A. Yes. I have served since February of '54 as chief appraiser of the Orphan's Court of Baltimore County and I am still serving in that capacity.

4. How many years experience have you had as a realtor and appraiser?

A. I have been licensed to sell real estate since 1938 and I served actively as a realtor and appraiser since 1950.

5. Are you a member of any real estate boards?

A. Yes. I am a member of the Board of Directors of the Real Estate Board of Baltimore and with the National Association of Real Estate Boards and the Maryland Real Estate Association, and the Real Estate Board of Baltimore County. I served as a director of the Pikesville Federal Savings & Loan Association.

6. Now have you had occasion to inspect the property which is the subject of this proceedings and I mean in particular the two lots in Anne Arundel County which were bequeathed to an infant, Robert Wayne Corey?

A. I have. I inspected them on the morning of August the 7th.

7. August 7th, 1958, is that right?

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A. 1958, that is correct.

8. Now very briefly would you please describe the two lots that are in question.

A. The first two lots are described in deeds from Charles S. Myers and Estella B. Myers, his wife, to Joseph C. Sippel, Jr., and Myrtle L. Sippel, his wife, dated August the 12th, 1947, recorded in Liber J.H.H. 424, folio 126, Land Records of Anne Arundel County. They are located in the Third Election District of Anne Arundel County on a right of way which is an extension of Burnett Avenue, which is at the end of Barbary Road off Lake Drive. The aforementioned right of way runs parallel to the shore line of the Magothy River. The first lot, being the improved lot, contained 1.25 acres. It faces or it's north boundary, is against the Magothy River and has a front of approximately 168 feet. The south boundary fronts on the aforementioned right of way, and has a frontage of approximately 152 feet. The boundary on the east side is 356 feet and the west boundary is 316 feet. The lot itself is level, having some shade trees. At the present time it is heavily overgrown with shrubs and bushes. The elevation is about 12 feet above the water level of the Magothy River. There is a wooden stairway going down across the bank to the shore line. This frontage or bank is very badly eroded and has washed away or worn away a good ten or twelve feet back from the normal bank frontages in the area. The lot is improved by a frame structure consisting of five rooms. The corner of the structure,

that would be the northwest corner of the structure, is almost at the very edge of this eroded bank and actually the concrete block footings show sagging at that point and if something isn't done about it very soon, that corner of the house is going to be hanging over the edge of the bank. At the front of the house, there is a nine by eleven frame, screened covered porch, which is in bad condition of repair and the entrance to this porch is also within three feet of this eroded bank. The contents of the dwelling consists of a living room with a fire place, two small bedrooms, a small dining room and a small kitchen. The siding is single surfaced, tongue and groove, in that the surface serves as both the interior and exterior wall surface. The floor is frame, with asphalt tile laid upon it. The roof is wood shingle. Attached to the rear of this little dwelling there is a single frame, chemical privie. The only utilities available on the property are electricity. There is water into the property which is rented. However there is no well or private source of water. There is no central heating system. The improvements are in poor condition and it would require expensive rehabilitation to cure the physical depreciation and to cure the obvious functual obsolescence.

9. Mr. Beauchamp, in your opinion considering the shore line that you have observed there, will it be necessary for work of any kind to be done on that shore line?

A. It is very obvious that a bulkhead will have to be established out five to eight feet beyond the present

//

base of the bank and then the bank filled. Otherwise the improvements are going to gradually be hanging over the bank, because it is wearing away rapidly. To use the lot for normal residential purposes it would require considerable clearing of the underbrush. I might mention that the right of way which serves as access to the lot is a twelve foot dirt right of way in a poor condition.

10. Now I think you have intimated from your description of the condition of the house that I am correct that the house itself is in need of repair?

A. Very obviously.

(Mr. Rouse)

1. Is this house occupied at the present time?

A. No, it is vacant. It obviously has not been occupied for sometime.

2. Is it rentable for year round occupancy?

A. I would say no. The construction itself would preclude any reasonable degree of heat in the winter time.

3. Obviously it was built for summer use only?

A. Strictly for summer use.

4. Is it in its present condition, rentable for summer occupancy?

A. With some minor repairs and a good cleaning up, it probably could be rented for $50.00 to $75.00 a month during the four summer months.

(Mr. Mogowski)

11. Do you have an opinion as to the present fair market value of this particular lot, Mr. Beauchamp?

A. Yes, I do.

12. Would you tell us what that is and how you arrived at

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that?

A. In evaluating this particular property, I feel that the lot itself is a desirable lot if put into good condition and if the bank is put in usuable condition. It has a nice frontage on the water and a nice view. There are shade trees. Therefore, I have given the lot an evaluation of $5,000.00 an acre or $6,250.00 for the 1.25 acres. The improvements, due to the amount of physical depreciation and functual obsolescense, I have given an evaluation of $1,500.00 or a total of $7,750.00, as the indicated fair market value.

13. Now Mr. Beauchamp, we have involved here also, another I believe, unimproved lot. Will you briefly tell us the location and size and description of that particular umimproved lot?

A. This second lot is unimproved. It is located on the aforementioned extension, right of way extension of Burnett Avenue and it is south of the aforementioned one, 1.25 acres. It contains 2.27 acres. The frontage on the twelve foot right of way is approximately 200 feet. The lot is sparsely wooded but heavily overgrown. It has no access to the water and therefore, is of questionable value as shore property.

(Mr. Rouse)

1. Is it level?

A. It is generally level throughout.

2. Do you have an opinion as to the present fair market value of this 2.27 acre lot?

A. Yes, this lot, due to it's location and the fact that it has no access whatsoever to the water, unless

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acess were purchased or granted, which would have to be accomplished, in my opinion, it is worth $400.00 an acre for approximately two and one quarter acres or $900.00. I might add that it is not productive of any income and there is no trend to develop these rear lots in the area at the present time.

(Mr. Mogowski)

14. Mr. Beauchamp, I think this is correct, for that 2.27 acres to be used, it would require a tremendous cleaning and clearing job, is that true?

A. That is correct.

15. Do I understand that it is your opinion that due to the lack of right of way, that is access to the Magothy River, that in itself holds down the value of this particular lot?

A. That and the fact there is no trend in the area to develop these rear lots at the present time.

16. Mr. Beauchamp, these two lots, if they were sold together, would there be any greater value to the rear lot than you have indicated by your earlier testimony?

A. I would say this. That the rear lot, ownership of it would not necessarily enhance the value of the front lot. However, I do feel that the person who is purchasing the front lot would be the most logical purchaser and user of the rear lot, because otherwise no access could be obtained to the water by this lot.

17. Mr. Beauchamp, you have been during your testimony, been looking at a thermostatic copy of a plat made by J. Revell Carr, Surveyor, of Annapolis and I show you that and note where a lot consisting of 1.25 acres has been marked

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X1 and the one consisting of 2.27 acres directly in the rear of it, marked by X 2. Are these the two lots that you have been describing?

A. They are.

(PLAT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

18. Now Mr. Beauchamp, are you aware there is a mortgage on these two lots?

A. I have been told that there was.

19. And in the petition to sell it is recited that the balance due on this mortgage as of June 1, 1958, is $3,388.10. That the monthly payments are $33.00 a month on these two lots on the mortgage. I give you this as information for a question that I am subsequently going to ask you Mr. Beauchamp, and I may also tell you that the mortgage that I have just mentioned includes these two lots and an additional lot of 1.48 acres which is down the road several hundred feet from the 2.27 acres that you have just described. The 1.48 acres, we are not concerned with as far as this particular petition is concerned. I only mentioned it to show that the mortgage I mentioned, includes the third lot. Now considering the information that I have given you, about the mortgage, the condition of the property, your observation of the same, and I also tell you that the infants with their parents and guardians have moved to Denver, Colorado, and still further considering the income possibilities, or the income that might be achieved from these two lots, and also considering in particularly the condition of the house itself and the necessity for a bulkhead that you have

mentioned. With all this in mind, do you have an opinion as to whether or not it would be to the advantage of the infant here, Robert Wayne Corey, that a trustee be appointed to sell the property?

A. Being aware of the conditions which you have mentioned and the need for the expenditure of a considerable amount of funds to produce income, and the distance of the infant owner of the property, and the guardians, from the property, it would be my opinion that it would be advisable to sell all three of the lots as a package.

20. Now Mr. Beauchamp, we are concerned here today with another case concerning this 1.48 acres of unimproved land down the road from the 2.27 acres that I have mentioned before. That is a suit in the Circuit Court for Anne Arundel County entitled, Byard J. Corey and Doris M. Corey, Guardians of David Brice Gilbert, an infant vs. David Brice Gilbert, an infant.

(Mr. Rouse)

1. And that is the lot marked on the exhibit No. 1, as X 3, is that correct?

A. That is correct.

(Mr. Mogowski)

21. Now for the purposes of that particular suit, Mr. Beauchamp, have you inspected this 1.48 acres of land?

A. Yes. I also inspected it on the morning of August the 7th, 1958.

22. At the same time you inspected the other properties?

A. At the same time I inspected the other two lots.

23. Would you kindly describe it, giving its dimensions the same as you did in the other two?

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A. This lot is also located on the right of way which is an extension of Burnett Avenue. It starts about 180 feet west of the lot marked on the exhibit as X 2, and runs approximately 191 foot of frontage along the right of way. It contains 1.48 acres. It is sparsely wooded but very heavily overgrown, and while generally level contains several low spots towards the center of the lot. It has a right of way along its west boundary, 12' wide. Both the right to the front and the right of way to the west side are now dirt roads cut through the underbrush and are very difficult to traverse with an automobile. The lot, like the lot described as X 2, has no access to the Magothy River, and there is no trend for development of these rear lots in this general vicinity. I have evaluated the lot on the basis of $400.00 an acre for the 1.48 acres, approximately one and a half acre lot, for an evaluation of $600.00 as the indicated fair market value.

24. Now Mr. Beauchamp, am I correct that this lot being in the rear has even lesser appeal or value than the 2/27 acre lot, previously mentioned, being that it is further down the road and actually away from the improved lot that you earlier described?

Mogowski - Strike the question.

24. Mr. Beauchamp, does this 1.48 lot produce any income or in your opinion is it capable of producing any income?

A. This lot, like lot X 2, is unimproved and is not capable of producing any rental income, nor is there sufficient timber to make it worth while to be cut.

25. Now Mr. Beauchamp, in the event of the sale of this

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property and the payment of this mortgage I have mentioned, is it your opinion that that mortgage should be paid pro rata/based on the evaluation of these three lots that you have given us here today?

A. Yes, I would say it is the only logical and fair way that it could be done.

26. Mr. Beauchamp, one more question, in your opinion, based on the experience that you have given us, if this property were not sold at a private sale equal to or better than the appraised value of this property, would there be any advantage to the infant as far as securing a fair price for this property, to list this property for sale with a regular realtor in lieu of a public sale of this property?

A. It has been my experience with shore property regardless of its value and desirability, it takes longer/to sell than most other types of property because of the short season and during which people are looking for such property. Therefore, it would be my opinion that it would be a definite advantage to the infants to have the property listed for and sold at private sale rather than at a public sale.

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 Edward F. Beauchamp

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Alphonse Schafer, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Mogowski)

1. Mr. Schafer, what is your full name, sir?

A. Alphonse Schafer.

2. What is your occupation, Mr. Schafer?

A. Appraising for the Orphan's Court.

3. Which Orphan's Court is that?

A. Baltimore County.

4. How many years experience?

A. Nine years.

5. You are familiar with Anne Arundel County property, are you Mr. Schafer?

A. Yes, sir.

6. Now have you had an occasion to inspect the property which is the subject of this particular suit here?

A. Yes.

7. As a matter of fact, you were in the company of Mr. Beauchamp, the previous witness, when you made this inspection, is that correct?

A. Yes, sir.

8. And the inspection was made on August the 7th, 1958?

A. Yes.

9. Now you have been present here when Mr. Beauchamp described the 1.25/acres improved lot and 2.27 unimproved lot?

A. Yes, sir.

10. Now are you in agreement with him as to the description of the property, the condition of the shore line, the condition of the property and the condition of the improvements on the improved lot?

A. Definitely.

11. Now taking the 1.25 acres, which is the improved lot, do you have an opinion as to the present fair market value of that property?

A. Yes, sir.

12. Will you tell us what your opinion is?

A. The improved lot, the full value would be $7,750.00.

(Mr. Rouse)

1. That includes the house or cottage on the lot?

A. Yes, and improvements.

(Mr. Mogowski)

13. Would you break down what you feel the lot is worth and what you feel the improvements are worth, Mr. Schafer?

A. The lot is worth $6,250,00 and the improvements $1,500.00.

(Mr. Rouse)

2. What kind of shape is this cottage in?

A. Bad shape.

3. Is it adaptable for year round living or/it is a summer type cottage?

A. Summer type only.

4. Is it rentable in its present condition or would it be necessary to spend some money to repair it?

A. A few minor improvements should be made and then it would be rentable.

(Mr. Mogowski)

14. That is on a summer basis only?

A. Just a summer basis, yes sir.

15. What about the shore line, Mr. Schafer? What improvements would be needed there?

A. Must be a bulkhead put there and filled in, put out about eight feet at least and filled in behind it.

It would require quite an outlay of money.

(Mr. Rouse)

1. If nothing should be done, what would be your opinion as to what would happen?

A. Well it wouldn't be very long before the one corner of the house would sink down into the river.

2. If it kept going eventually the whole house would go down into the river?

A. Eventually, yes.

(Mr. Mogowski)

16. Now Mr. Schafer, let's talk about the 2.27 acre lot which is roughly in the rear of the 1.25 acres. You have told/us you accepted the description of that area given by Mr. Beauchamp. Now do you have an opinion as to the value of that 2.27 acres?

A. Yes.

17. What is that sir?

A. $900.00.

18. That is based also on a $400.00 per acre evaluation?

A. Yes, sir.

19. Now is that land producing any income?

A. No, sir.

20. Is it capable of producing any income?

A. No, sir.

21. Is there any trend or scheme that you have been able to observe of development of that rear area along there?

A. No, sir.

22. Now considering all the factors as to the value of the land and its condition Mr. Schafer, plus you were here present when I explained to Mr. Beauchamp, the fact there was a mortgage on this property and that the infant

is now moved to Denver with his guardians, do you believe in your opinion, that it would be to the advantage of the infant that a trustee be appointed to sell this property for him?

A. Yes, sir.

23. Now Mr. Schafer, you were here also when I explained to Mr. Beauchamp, that we are also concerned with a 1.48 acre lot which is down the road from this 2.27 acres. That is involved in another case by the same guardians against David Brice Gilbert, an infant?

A. That is correct?

24. Did you inspect that property too?

A. Yes, sir.

25. In the company of Mr. Beauchamp?

A. Yes, sir.

26. On the same day that you inspected the other two lots?

A. Yes, sir.

27. And you heard Mr. Beauchamp describe that lot that is actually marked onthe exhibit, examiner's exhibit No. 1, as X 3?

A. Yes, sir.

28. And that is the description of this particular lot, is it?

A. Yes.

29. What in your opinion is the fair market value of that lot?

A. $600.00.

30. Based on how much per acre, sir?

A. $400.00 an acre, approximately an acre and a half would make it $600.00

23

31. Is that land producing an income?

A. No, sir.

32. Is it capable of producing any income?

A. No, sir.

33. As it presently is?

A. No, sir.

34. And as to this particular lot, considering all the factors I have mentioned before as to the other two lots, in your opinion would it be to the advantage of the minor child here, that a trustee be appointed to sell this property?

A. Yes.

35. Mr. Schafer, you were here when I asked Mr. Beauchamp a question as to whether or not, it would be of any advantage to the minor child in both of these cases if the property is not sold at private sale at its appraised value or better to list this property with a regular realtor rather than sell it at public sale?

A. Yes.

36. Now do you have an opinion as to whether or not this would be of advantage to the infant and if so, what is that opinion?

A. It would be to his advantage, because shore property is not very saleable, especially that one, and a private sale would get more than a public sale.

(NO. 12,734 EQUITY, COREY VS. COREY, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

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. Alphonse Schafer.....

25

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 27th day of August, 1958.

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

J.R. $10.00
S.M. $17.50 pd

26

CP:9/2/58

LIBER 114 PAGE 425

BYARD J. COREY and DORIS M. COREY Guardians of DAVID BRICE GILBERT, an infant	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
DAVID BRICE GILBERT, an infant	:	IN EQUITY 12,735
	:	

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

W. Garrett Larrimore and Edward W. Mogowski, Solicitors for the Complainant, and Richard F. Cadigan, Solicitor for the Guardian ad litem, of said above named infant do herein agree to submit the above styled proceedings for Decree pursuant to rule 580 (P) of the Maryland Rules of Procedure.

W. Garrett Larrimore

Edward W. Mogowski
Attorneys for Complainant

Richard F. Cadigan
Attorney for Guardian ad litem

LAW OFFICES
CALLEGARY, BRACKEN
& CALLEGARY
BALTIMORE 2, MD.
ESSEX 21, MD.
TOWSON 4, MD.

Re-filed 9/5/58
John S. Rowe Jr. Exam

FILED

1958 SEP -4 AM 11:12

27

BYARD J. COREY, et al,	:	IN
Petitioners	:	THE CIRCUIT COURT
vs.	:	FOR
DAVID BRICE GILBERT, an infant	:	ANNE ARUNDEL COUNTY
Respondent	:	NO. 12,735 EQUITY

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

ADDITIONAL
TESTIMONY ON BEHALF OF PETITIONERS

September 5, 1958

Present:

Mr. Edward W. Mogowski,)
Mr. W. Garrett Larrimore,) Solicitors for Petitioners

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

Mrs. Shirley M. Miller, Court Stenographer

Witness:

Mr. Edward W. Mogowski, pages 2 - 5

28

Edward W. Mogowski, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rouse)

1. Give us your full name and address, please.

A. Edward W. Mogowski, 413 St. Paul Place, Baltimore 2, Maryland. That is my office address.

2. Your occupation?

A. Practicing attorney, State of Maryland.

3. Are you familiar with Mrs. Myrtle L. Sippel?

A. I was acquainted with Mrs. Myrtle L. Sippel prior to her death, both personally and in a professional capacity as an attorney.

4. She died in October of 1956?

A. That is correct.

5. Do you know what children Mrs. Sippel had?

A. Mrs. Sippel had two children. One Doris M. Sippel, now Doris M. Corey, who is one of the guardians of the infants involved here and also a Joseph Sippel, Jr, who died about four years ago.

6. In addition to Doris M. Corey, Mrs. Sippel had had a son who died prior to the time she died, is that correct?

A. That is correct, and also died prior to the time of her husband, Joseph Sippel.

7. Now with reference to Doris M. Sippel, now Doris M. Corey, did she have any children?

A. Yes, she had two children. The oldest, about 12 years of age, is David Brice Gilbert. This is by a marriage to a David B. Gilbert, Sr., who was killed in the last war, and subsequent to that, she married Mr. Byard J. Corey, and by Mr. Corey they have one child, who is the

Robert Wayne Corey, age about nine, mentioned in these proceedings.

8. How old is the Gilbert boy?

A. About twelve years of age.

9. Doris M. Corey and her husband, Byard J. Corey, were appointed guardians for Robert Wayne Corey and also for David Brice Gilbert, that is by the Orphan's Court of Baltimore County?

A. That is right, and I may say those letters of guardianship were taken out several years prior to the death of Mrs. Sippel. The purpose being that these infants had inherited a small sum of money from Mr. Sippel, Mr. Joseph Sippel, who predeceased Myrtle L. Sippel.

10. In other words, he was their grandfather?

A. Their grandfather, that is correct. That is Mrs. Myrtle L. Sippel's husband and for that purpose, guardianship papers had been taken out. In addition, as regards David Brice Gilbert, this infant is receiving money from the Veteran's Administration which required a taking out of letters of guardianship.

11. Because of the death of his father while in the service?

A. That is correct.

12. Now where do Mr. and Mrs. Corey reside?

A. The presently reside 10175 Glennon Drive, Lakewood Colorado, which is a suburb of Denver, Colorado.

13. Do you know when they moved there approximately?

A. They moved there approximately at the time of the death of Mrs. Sippel, which was about October of 1956. Mr. Corey took employment with the Glen L. Martin Company in Denver.

14. Is the Robert W. Corey refered to in the certificate of Guardianship, the same person named in the will of Myrtle L. Sippel?

A. That is the infant whose full name is Robert Wayne Corey and he is one and the same person as mentioned in the will of Myrtle L. Sippel, deceased.

(CERTIFICATE OF GUARDIANSHIP FOR ROBERT W. COREY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 8

15. Now you also are filing as exhibit 2 in case No. 12,735 a certificate of guardianship showing that Byard J. Corey and Doris M. Corey were appointed guardians for David B. Gilbert on June 24th, 1953?

A. That is correct. That David B. Gilbert is one and the same as David Brice Gilbert and the same David B. or Brice Gilbert mentioned in the last will and testament of Myrtle L. Sippel.

(CERTIFICATE OF GUARDIANSHIP FOR DAVID B. GILBERT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

16. Can you give us the present status of /the estate Myrtle L. Sippel?

A. A first and final administration account has been filed in the estate of Myrtle L. Sippel. To all intents and purposes the estate is settled. All inheritance taxes, debts, claims and the like have been paid and satisfied, and I may also add that a certified copy of the last will and testament of Myrtle L. Sippel has been filed with the registar of wills for Anne Arundel County, together with a certified copy of the inventory covering all the property mentioned in the proceedings in both of these

31

cases and also showing the payment of the inheritance tax on that property.

17. The estate was solvent then, I take it?

A. It was solvent. That is correct.

18. And all the other bequeaths as set out in the will, have been paid or distributed, is that correct?

A. That is a fact, yes sir.

19. In the will of Myrtle L. Sippel, I notice that one of the witnesses is Edward W. Mogowski. Is that you?

A. That is correct. I not only witnessed it, but I of course, appeared at the Registar of Wills of Baltimore County when the will was admitted at probate.

(At the conclusion of the testimony it was requested by the attorneys representing the various parties in this case, that the submission for decree ~~Ed~~ filed in 12,735 on September the 4th, be refiled as of this date, and that the submission for decree filed in 12, 734 on September the 4th, be refiled as of this date.)

QUESTION BY THE EXAMINER: LIBER 114 PAGE 431

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.....Edward W. Mazowski.....

33

FILED

1958 SEP 10 AM 11:22

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 10th day of September, 1958.

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

S.M. $3.00 mfc Pd per S.M. instructions

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LIBER 114 PAGE 432

In the Orphans' Court of Baltimore County

Certificate of Guardianship

The Subscriber, Jos. P. Connor

Register of Wills for Baltimore County, does hereby certify that it appears by the records in his office that on the 24th day of June, in the year nineteen hundred and fifty-three Byard J. Corey and Doris M. Corey

was appointed by the Orphans' Court of Baltimore County Guardian to

David B. Gilbert

minor

And the said Byard J. Corey and Doris M. Corey

being then and there present in said Court accepted the said Guardianship and gave bond with Sureties who were approved of by the said Court for the faithful performance of his duty as Guardian of the said orphan, minor, in penalty of THREE THOUSAND dollars ($3000.00).

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of my office this 6th day of June in the year nineteen hundred and fifty-eight

TEST: Jos. P. Connor
Register of Wills for Baltimore County.

Examiner's Exhibit No. 2
Corey et al v. Gilbert, Equity No 12,735
John S. Rowe Jr. Examiner
Refiled 1958 Sept 10 AM 11:22

FILED
1958 JUN 27 AM 11:26

Petitioners Exhibit A

35

LIBER 114 PAGE 433

BYARD J. COREY and DORIS M. COREY Guardians of DAVID BRICE GILBERT, an infant, 10175 Glennon Drive Lakewood, Colorado	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
DAVID BRICE GILBERT, an infant 10175 Glennon Drive Lakewood, Colorado	:	In Equity 12,735

DECREE FOR SALE OF REAL ESTATE

The above cause standing ready for hearing and being submitted the Bill, Answer, Testimony and all the other proceedings were, by the Court, read and considered--

It is thereupon, this 10th day of September in the year nineteen hundred and fifty eight by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the fee simple property in Anne Arundel County being a 1.48 acre unimproved lot, being the property mentioned in the proceedings sold, that Edward W. Mogowski be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the clerk of this Court, a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court, in the penalty of one thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale,

LAW OFFICES
CALLEGARY, BRACKEN
& CALLEGARY
BALTIMORE 2, MD.
ESSEX 21, MD.
TOWSON 4, MD.

FILED
1958 SEP 10 PM 3:40

having given at least three weeks notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, upon ratification of said sale by this Court; or said Trustee may sell said property at private sale, provided no private sale shall be for a less sum than the appraised value of said property, as shown by the testimony in this case; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, (and not before,) the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his , her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, Complainant and Defendant, and those claiming by, , from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Judge

LAW OFFICES
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& CALLEGARY
BALTIMORE 2, MD.
ESSEX 21, MD.
TOWSON 4, MD.

FILED
1958 SEP 10 PM 3:31

37

HOME OFFICE BUILDING

LIBER 114 PAGE 435

American Surety Company

OF NEW YORK

(A STOCK COMPANY)

ORGANIZED 1884

LIBER 9 PAGE 409

NO. 12,735

Equity

TRUSTEE UNDER DECREE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE EDWARD W. MOGOWSKI as principal of Baltimore, Maryland and THE AMERICAN SURETY CO. OF NEW YORK, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE THOUSAND 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 11 day of September in the year of our Lord nineteen hundred and 58.

WHEREAS, the above bounden EDWARD W. MOGOWSKI by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustee to sell Real Estate

mentiioned in the proceedings in the case of Byard J. Corey & Doris M. Corey, Guardians vs David Brice Gilbert now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden EDWARD W. MOGOWSKI do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Charlotte P. Dudrow

Edward W. Mogowski (SEAL)

AMERICAN SURETY CO. OF NEW YORK

BY T. G. Basil

Thomas G. Basil
Attorney in fact

Bond approved this 11th day of Sept. 1958

George T. Cromwell Clerk

FILED

1958 SEP 11 PM 3:47

38

CP:9/16/58

LIBER 114 PAGE 436

BYARD J. COREY and DORIS M. COREY Guardians of DAVID BRICE GILBERT, an infant	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
DAVID BRICE GILBERT, an infant	:	ANNE ARUNDEL COUNTY In Equity 12,735

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Edward W. Mogowski, Trustee, appointed by the Decree for Sale of Real Estate in the above entitled cause to make sale of the 1.48, more or less, unimproved lot of land mentioned in the proceedings herein, he having given bond with security for the faithful discharge of his Trust as prescribed in said Decree, which was duly approved, is that he then and there sold the 1.48 acre unimproved lot for $800.00 in fee simple unto Louis J. DeAlba and Rae J. DeAlba, his wife, at private sale. The said purchasers having paid $80.00 as a down payment with the balance of the purchase price to be paid in cash, on or before 45 days from September 10, 1958, upon ratification of this sale by this Honorable Court, at which time settlement shall take place.

Edward W. Mogowski

Edward W. Mogowski, Trustee

LAW OFFICES
CALLEGARY, BRACKEN
& CALLEGARY
BALTIMORE 2, MD.
ESSEX 21, MD.
TOWSON 4, MD.

FILED

1958 SEP 23 AM 9:23

CP:9/16/58

LIBER 114 PAGE 437

STATE OF MARYLAND,
CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of September, in the year one thousand, nine hundred and fifty-eight, personally appeared before me, the subscriber, a Notary Public in and for Anne Arundel County, Edward W. Mogowski, Trustee, who acknowledged the aforegoing Report of Sale to be his act and that the said Sale was proper and fair.

Esther Hodges
Notary Public

LAW OFFICES
CALLEGARY, BRACKEN
& CALLEGARY
BALTIMORE 2, MD.
ESSEX 21, MD.
TOWSON 4, MD.

40

ORDER NISI

LIBER 114 PAGE 438

Byard J. Corey and Doris M. Corey
Guardians of
David Brice Gilbert, an infant

versus

David Brice Gilbert, an infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,735 Equity

Ordered, this 23rd day of September, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Edward W. Mogowski Trustee, be and the same is hereby RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales ~~to be~~ was $ 800.00

George J. Cromwell Clerk.

True Copy,

FILED SEP 23 AM 9:23

TEST: George J. Cromwell Clerk.

(Final Order)

Byard J. Corey and Doris M. Corey
Guardians of
David Brice Gilbert, an infant

versus

David Brice Gilbert, an infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of November Finally, 19 58 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi. passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE

FILED

1958 NOV -6 PM 3:45

LIBER 114 PAGE 439 OFFIC. OF

ORDER NISI

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,735 Equity

BYARD J. COREY and DORIS M. COREY
Guardians of
DAVID BRICE GILBERT, an Infant
VERSUS
DAVID BRICE GILBERT, an Infant

Ordered, this 23rd day of September, 1958, That the sale of the property in these proceedings mentioned made and reported by Edward W. Mogowski, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $800.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-16;

No. M. G. 5-274

42

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1958

We hereby certify, that the annexed Order Nisi Sale Eq. 12,735 David Brice Gilbert (infant)

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 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 H. Tilghman

In the Case of

Byard J. Corey and
Doris M. Corey, Guardians of
David Brice Gilbert, an infant
vs.
David Brice Gilbert,
an infant

In the

Circuit Court

For

Anne Arundel County

No. 12,735 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. Jacklin
Auditor.

November 24, 1958

FILED

1958 DEC -5 PM 12:16

Dr. in ac.

Byard J. Corey and Doris M. Corey, Guardians of David Brice Gilbert, an infant vs. David Brice Gilbert, an infant

To Trustee for Commissions, viz:	49	00	49	00
To Trustee for Court costs, viz:				
Plaintiffs' Solicitors' appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	67	25		
Ernest Florestano - guardian ad litem's fee	4	00		
John G. Rouse, Jr. - Examiner's fee	10	00		
Shirley M. Miller - Stenographer's fees	20	50		
Auditor - stating this account	18	00		
			139	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Sheriff of Jefferson County, Col. - service on defendant	3	75		
Register of Wills, Baltimore County - copy of Will and Real Estate Inventory Estate of Myrtle C. Sippel	3	50		
Register of Wills, Baltimore County - copies of Certificate of Guardianship	1	50		
Clerk of Court, Anne Arundel County - certified copies of deed and mortgage	4	12		
Baltimore Health Dept. - copy of death certificate of Joseph C. Sippel		50		
Register of Wills of Anne Arundel County - recording Will and Inventory	4	50		
Edward L. Beauchamp - appraisal and testimony	25	00		
Alphonse Schafer - appraisal and testimony	25	00		
American Surety Co. of New York - bond premium	10	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Ethel Hodges - notary fee		50		
			93	47
To Trustee for Liens, viz:				
Capital Savings and Loan Ass'n, Inc. - in full for balance due on mortgage	229	57		
Release of mortgage	2	00		
			231	57
To Byard J. Corey and Doris M. Corey, Guardians of David Brice Gilbert - this balance	294	36	294	36
			808	15

with

Edward W. Mogowski, Trustee

Cr.

1958				
Oct.	31	Proceeds of Sale	800 00	800 00
		Refund 1958 State and County taxes- 2 months	8 15	8 15
			808 15	

ORDER NISI

LIBER 114 PAGE 443

Byard J. Corey and Doris M. Corey,
Guardians of David Brice Gilbert,
VERSUS an infant

David Brice Gilbert,
an infant

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,735 Equity.

ORDERED, This 5th day of ~~November~~ DECEMBER 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 12th day of ~~December~~ 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 12th day of ~~December~~ January next.

George T. Cromwell

FILED
1958 DEC -5 PM 12:16

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of January, 1959, 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
1959 JAN 13 PM 1:03

Benjamin Michaelson
Judge

LIBER 114 PAGE 444 OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,735 Equity

BYARD J. COREY and DORIS M. COREY, Guardians of DAVID BRICE GILBERT, an infant

VERSUS

DAVID BRICE GILBERT, an infant

Ordered, this 5th day of December, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of 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 12th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 12735

David Brice Gilbert

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

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By Marie Tate

No. M.G. 16844

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BYARD J. COREY and DORIS M. COREY Guardians of ROBERT WAYNE COREY, an infant, 10175 Glennon Drive Lakewood, Colorado	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Vs.	:	IN EQUITY 12,734
ROBERT WAYNE COREY, an infant 10175 Glennon Drive Lakewood, Colorado	:	

PETITION TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Byard J. Corey and Doris M. Corey, legal guardians of Robert Wayne Corey, infant, by their attorneys, W. Garrett Larrimore, and Edward W. Mogowski and Callegary, Bracken & Callegary, respectfully represent unto Your Honor:

1. That they are legal guardians of the aforementioned infant, and were so appointed by the Orphans' Court of Baltimore County on June 24, 1953, all of which will more fully appear by reference to a certified copy of their appointment as such guardians appended hereto marked "Petitioners' Exhibit A," and prayed to be taken as a part hereof.

2. That Myrtle L. Sippel, who died on October 9, 1956, late of Baltimore County, State of Maryland, by her Last Will and Testament probated in the Orphans' Court of Baltimore County, gave, devised and bequeathed unto the said Robert Wayne Corey, the following two parcels of fee simple property situate in the Third Election District of Anne Arundel County, State of Maryland:

> BEGINNING for the same at an iron pipe heretofore set on the North side of a 15 foot right of way which runs in an easterly direction and also Westerly direction where the same narrows to 12 feet, as will be seen by reference to a plat of the property now being described, surveyed June 16, 1943, by J. Revell Carr, the said iron pipe and place of beginning is the Southeast corner of an 0.49 acre lot of ground which was conveyed to Louis D. Schopp and Marie Schopp, his wife, by Zelma S. Bull, by deed dated April 25, 1942, and recorded in Liber J.H.H. 259, folio 63, thence running from the beginning point so fixed, leaving the above mentioned right of way, and with the Eastern boundary line of the said last mentioned conveyance, North 11 degrees 45 minutes East

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316.32 feet to another iron pipe at the top of the bank overlooking the Magothy River, thence continuing said last-mentioned course North 11 degrees 45 minutes East 15.05 feet to a spike and two tacks in the retaining wall at the tide lines of the said Magothy River, thence leaving the said Louis D. Schopp lot and running with said tide lines in an Easterly direction 168.35 feet more or less to intersect a line drawn North 11 degrees 45 minutes East 20.3 feet from a small pin at the top of the bank, thence leaving the said tide lines and running with the Western boundary line of a lot of ground heretofore conveyed to George M. White and wife by the said Zelma S. Bull by deed dated September 23, 1941, and recorded in Liber J.H.H. 249, folio 31, with and reverse of the said last mentioned course, South 11 degrees 45 minutes West 20.3 feet to the said mentioned small pin at the top of the bank, thence continuing said last mentioned course, South 11 degrees 45 minutes West 356.5 feet to an iron pipe, thence continuing said last mentioned course South 11 degrees 45 minutes West 15 feet to the North side of the first mentioned 15 foot right of way, thence leaving the said mentioned conveyance to George M. White and running along the North side of the said last mentioned right of way North 80 degrees 57 minutes West 132.42 feet and South 76 degrees 51 minutes West 20.38 feet to the place of beginning. Containing as aforesaid, 1.25 acres of land.

BEGINNING for the same at an iron pipe now set on the South side of a 15 foot right of way which runs in an Easterly direction and also a Westerly direction where the same narrows to 12 feet as will be seen by reference to a plat of the property now being described, surveyed June 16, 1943, by J. Revell Carr, the said iron pipe and place of beginning is distant South 11 degrees 45 minutes West 16.5 feet from another iron pipe on the North side of the said mentioned 15 foot right of way, which said last mentioned iron pipe is the Southeast corner of the above mentioned 0.49 acre lot heretofore conveyed to the said mentioned Louis D. Schopp and wife, which said iron pipe is also the Southwest corner of the above firstly described 1.25 acre lot. The said iron pipe and place of beginning is also the Northeast corner of an 0.17 acre lot surveyed for Jesse T. Ridgeway, June, 1943, thence running from the beginning point so fixed, leaving the said mentioned 15 foot right of way and with the Eastern and Southern boundary lines of the said last mentioned 0.17 acre lot, South 11 degrees 45 minutes West 162.16 feet to another iron pipe, and North 78 degrees 15 minutes West 50.0 feet to another iron pipe, thence leaving the said mentioned Jesse T. Ridgeway lot and running through a part of the whole tract to be hereinafter mentioned, South 1 degree 31 minutes East 213.93 feet to another iron pipe and South 68 degrees 43 minutes East 215.33 feet to another iron pipe heretofore set in the division line between the said mentioned whole tract and the SHOREACRES Subdivision thence running with part of the said mentioned division line North 11 degrees 45 minutes East 422.36 feet, thence leaving the said mentioned division line and running along the South side of the first mentioned 15 foot right of way, North 78 degrees 15 minutes West 60.0 feet, thence crossing said

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right of way, North 11 degrees 45 minutes East 15.0 feet to the Southeast corner of the above mentioned firstly described 1.25 acre lot, thence along the North side of the said mentioned right of way North 80 degrees 57 minutes West 132.42 feet and South 76 degrees 51 minutes West 20.38 feet to the iron pipe first mentioned in this description as being the Southwest corner of the firstly described 1.25 acre lot and the Southeast corner of the 0.49 acre lot conveyed to Louis D. Schopp and wife, thence running across the said 15 foot right of way South 11 degrees 45 minutes West 16.5 feet to the place of beginning. Containing as aforesaid, 2.27 acres of land, exclusive of that part of the above mentioned 15 foot right of way which lies to the South of the firstly described 1.25 acre lot.

BEING the first two lots of ground in a deed dated August 12, 1947, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 424, Folio 126, which was granted and conveyed by Charles S. Myers and wife unto Joseph C. Sippel, Jr., and Myrtle L. Sippel, his wife; the said Joseph C. Sippel, Jr., predeceased the said Myrtle L. Sippel, his wife, his Last Will and Testament being probated in the Orphans' Court for Baltimore County, leaving title to the herein property vested in the said Myrtle L. Sippel.

3. That the said first lot of ground described herein is improved by a frame cottage and, together with two other parcels of land, is subject to a mortgage to The Capital Building and Loan Association of Baltimore City, in the amount of $3,388.10, as of June 1, 1958, on which mortgage the monthly payments are $33.00, and on which property, together with the other two parcels, the real estate taxes are approximately $164.52; that said improved lot of ground is presently not rented and can only be rented during the summer months at a rental not exceeding $100.00 a month; that the cottage on said property is old, in need of repair and maintenance, and will decrease in value; that the said second lot of ground described herein containing 2.27 acres is unimproved land, is not rented, nor is it productive of any income; and that it is one of the parcels of land subject to the mortgage, monthly payments and real estate taxes mentioned immediately above in this paragraph; that shortly before the death of said Myrtle L. Sippel, on October 9, 1956, the said Robert Wayne Corey, infant, and his parents and legal guardians, the Petitioners herein, moved to Lakewood, Colorado, their present permanent residence; that it would be to the benefit, interest and advantage of the said Robert Wayne Corey, infant, to sell the property herein.

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WHEREFORE, your Petitioners pray that this Honorable Court:

1. Pass a decree authorizing the sale of said real estate.

2. Appoint a Trustee for the purpose of making said sale.

3. Grant an Order for personal service upon the infant party hereto.

4. Appoint a guardian ad litum for the said infant party.

5. Grant such other and further relief as the nature of this cause may require.

AND AS IN DUTY BOUND, etc.

/s/ W. Garrett Larrimore
W. Garrett Larrimore
12 Church Circle
Annapolis, Maryland

/s/ Byard J. Corey
Byard J. Corey

/s/ Edward W. Mogowski
Edward W. Mogowski
Callegary, Bracken & Callegary
413 St. Paul Place
Baltimore 2, Maryland
SAratoga 7-1365

/s/ Doris M. Corey
Doris M. Corey,
Petitioners
Guardians of Robert Wayne Corey,
Infant.

STATE OF COLORADO
COUNTY OF JEFFERSON, to wit:

I HEREBY CERTIFY that on this 16 day of June 1958, before me, the subscriber, a Notary Public of the State of Colorado in and for the County of Jefferson, personally appeared Byard J. Corey and Doris M. Corey, the within Petitioners, and they made oath in due form of law that the matters and facts in the aforegoing Petition are true and bona fide as therein set forth to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

/s/ Wayne Spicer
Notary Public

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LIBER 114 PAGE 449

BYARD J. COREY and DORIS M. COREY Guardians of ROBERT WAYNE COREY, an infant, 10175 Glennon Drive Lakewood, Colorado	:	IN THE CIRCUIT COURT FOR
Vs.	:	ANNE ARUNDEL COUNTY
ROBERT WAYNE COREY, an infant 10175 Glennon Drive Lakewood, Colorado	:	IN EQUITY 12,734

ORDER OF PUBLICATION

The object of this Petition is to secure an Order of Court authorizing the sale of real estate in which the said infant is vested.

The Petition recites that the Petitioners, Byard J. Corey and Doris M. Corey, were appointed guardians of the infant Robert Wayne Corey by Order of the Orphans' Court of Baltimore County on June 24, 1953, and that the said Myrtle L. Sippel, who died on October 9, 1956, by her Last Will and Testament probated in the Orphans' Court of Baltimore County, gave, devised and bequeathed unto the said infant the following two parcels of fee simple property situate in the Third Election District of Anne Arundel County, State of Maryland:

> BEGINNING for the same at an iron pipe heretofore set on the North side of a 15 foot right of way which runs in an easterly direction and also Westerly direction where the same narrows to 12 feet, as will be seen by reference to a plat of the property now being described, surveyed June 16, 1943, by J. Revell Carr, the said iron pipe and place of beginning is the Southeast corner of an 0.49 acre lot of ground which was conveyed to Louis D. Schopp and Marie Schopp, his wife, by Zelma S. Bull, by deed dated April 25, 1942, and recorded in Liber J.H.H. 259, folio 63, thence running from the beginning point so fixed, leaving the above mentioned right of way, and with the Eastern boundary line of the said last mentioned conveyance, North 11 degrees 45 minutes East 316.32 feet to another iron pipe at the top of the bank overlooking the Magothy River, thence continuing said last-mentioned course North 11 degrees 45 minutes East 15.05 feet to a spike and two tacks in the retaining wall at the tide lines of the said Magothy River, thence leaving the said Louis D. Schopp lot and running with said tide lines in an Easterly direction 168.35 feet more or less to intersect a line drawn North 11 degrees 45 minutes East 20.3 feet from a small pin at the top of the bank, thence leaving the said tide lines and running with the Western boundary line of a lot of ground heretofore conveyed to George M. White and wife by the said Zelma S. Bull by deed dated September 23, 1941,

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and recorded in Liber J.H.H. 249, folio 31, with and reverse of the said last mentioned course, South 11 degrees 45 minutes West 20.3 feet to the said mentioned small pin at the top of the bank, thence continuing said last mentioned course, South 11 degrees 45 minutes West 356.5 feet to an iron pipe, thence continuing said last mentioned course South 11 degrees 45 minutes West 15 feet to the North side of the first mentioned 15 foot right of way, thence leaving the said mentioned conveyance to George M. White and running along the North side of the said last mentioned right of way North 80 degrees 57 minutes West 132.42 feet and South 76 degrees 51 minutes West 20.38 feet to the place of beginning. Containing as aforesaid, 1.25 acres of land.

BEGINNING for the same at an iron pipe now set on the South side of a 15 foot right of way which runs in an Easterly direction and also a Westerly direction where the same narrows to 12 feet as will be seen by reference to a plat of the property now being described, surveyed June 16, 1943, by J. Revell Carr, the said iron pipe and place of beginning is distant South 11 degrees 45 minutes West 16.5 feet from another iron pipe on the North side of the said mentioned 15 foot right of way, which said last mentioned iron pipe is the Southeast corner of the above mentioned 0.49 acre lot heretofore conveyed to the said mentioned Louis D. Schopp and wife, which said iron pipe is also the Southwest corner of the above firstly described 1.25 acre lot. The said iron pipe and place of beginning is also the Northeast corner of an 0.17 acre lot surveyed for Jesse T. Ridgeway, June, 1943, thence running from the beginning point so fixed, leaving the said mentioned 15 foot right of way and with the Eastern and Southern boundary lines of the said last mentioned 0.17 acre lot, South 11 degrees 45 minutes West 162.16 feet to another iron pipe, and North 78 degrees 15 minutes West 50.0 feet to another iron pipe, thence leaving the said mentioned Jesse T. Ridgeway lot and running through a part of the whole tract to be hereinafter mentioned, South 1 degree 31 minutes East 213.93 feet to another iron pipe and South 68 degrees 43 minutes East 215.33 feet to another iron pipe heretofore set in the division line between the said mentioned whole tract and the SHOREACRES Subdivision thence running with part of the said mentioned division line North 11 degrees 45 minutes East 422.36 feet, thence leaving the said mentioned division line and running along the South side of the first mentioned 15 foot right of way, North 78 degrees 15 minutes West 60.0 feet, thence crossing said right of way, North 11 degrees 45 minutes East 15.0 feet to the Southeast corner of the above mentioned firstly described 1.25 acre lot, thence along the North side of the said mentioned right of way North 80 degrees 57 minutes West 132.42 feet and South 76 degrees 51 minutes West 20.38 feet to the iron pipe first mentioned in this description as being the Southwest corner of the firstly described 1.25 acre lot and the Southeast corner of the 0.49 acre lot conveyed to Louis D. Schopp and wife, thence running across the said 15 foot right of way South 11 degrees 45 minutes West 16.5 feet to the place of beginning. Containing as aforesaid, 2.27 acres of land, exclusive of that part of

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the above mentioned 15 foot right of way which lies to the South of the firstly described 1.25 acre lot.

BEING the first two lots of ground in a deed dated August 12, 1947, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 424, Folio 126, which was granted and conveyed by Charles S. Myers and wife unto Joseph C. Sippel, Jr., and Myrtle L. Sippel, his wife; the said Joseph C. Sippel, Jr., predeceased the said Myrtle L. Sippel, his wife, his Last Will and Testament being probated in the Orphans' Court for Baltimore County, leaving title to the herein property vested in the said Myrtle L. Sippel.

That the said first lot of ground described herein is improved by a frame cottage and, together with two other parcels of land, is subject to a mortgage; that said improved lot of ground is presently not rented and can only be rented during the summer months; and further, that the improvements on said lot are old, in need of repair and maintenance, and will decrease in value; that the said second lot of ground described herein, containing 2.27 acres, is unimproved land, is not rented, nor is it productive of any income; and still further, that it is one of the parcels of land subject to the mortgage mentioned immediately above; that shortly before the death of Myrtle L. Sippel, said Robert Wayne Corey and his parents and legal guardians, the Petitioners herein, moved to Lakewood, Colorado, their present permanent residence, and it would be to the benefit, interest and advantage of the said Robert Wayne Corey to sell the property herein.

IT IS THEREUPON, this 27 day of June, 1958, by the Circuit Court for Anne Arundel County in equity Ordered that the Petitioners, Byard J. Corey and Doris M. Corey by causing a copy of this Order of Publication to be served on the Respondent, Robert Wayne Corey, give notice to the Respondent of the object and substance of this petition and warning him to be and appear in this court in person or by Solicitor within 30 days after this Order of Publication is served on him to show cause, if any he may have, why a decree should not be passed as prayed in said petition.

George T. Cromwell
~~Judge~~ Clerk

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PS:7/16/58

LIBER 114 PAGE 452

BYARD J. COREY and DORIS M. COREY: Guardians of ROBERT WAYNE COREY, an infant, 10175 Glennon Drive Lakewood, Colorado	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY No. 12,734 Equity
vs.	:	
ROBERT WAYNE COREY, an infant 10175 Glennon Drive Lakewood, Colorado	:	

To the Honorable the Judges of the Circuit Court for Anne Arundel County, Sitting in Equity:

The Petition of the Plaintiffs in the above entitled cause respectfully shows:

That the infant defendant, Robert Wayne Corey in this case has been duly summoned; your petitioners therefor pray that a guardian ad litem may be appointed by this Honorable Court, and suggests _____ as a suitable person for such guardian.

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And as in duty bound shall ever pray, &c.

Edward W. Mogowski

W. Garrett Larrimore

Solicitors for Plaintiff

ORDERED by the Court 19th day of July, 1958 that Ernest Florestano be and he is hereby appointed guardian ad litem of the above named infant defendant as prayed, and he is hereby directed to file an answer for said infant as such guardian; and further hereby appoints Richard F. Cadigan, as attorney for said guardian ad litem....

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Judge

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PS:7/16/58

LIBER 114 PAGE 453

EYARD J. COREY and DORIS M. COREY: IN THE
Guardians of
ROBERT WAYNE COREY, an infant, : CIRCUIT COURT
10175 Glennon Drive
Lakewood, Colorado : FOR

vs. : ANNE ARUNDEL COUNTY

ROBERT WAYNE COREY, an infant : IN EQUITY 12,734
10175 Glennon Drive
Lakewood, Colorado :

To the Honorable the Judges of the Circuit Court for
~~Baltimore~~ Anne Arundel County, sitting in Equity:

The answer of Robert Wayne Corey, infant, by_____
Ernest Florestano Guardian ad litem, acting on behalf of the said infant defendant respectfully shows:

That he has no personal knowledge of the matters and things set forth in the Petition To Sell Real Estate filed herein, and can neither admit nor deny the same.

And the said infant being of tender years, can neither admit nor deny the same; wherefore your respondent submits the matters of the said Petition to the determination of, and the rights of said infant to the protection of this Court.

And as in duty bound shall ever pray, &c.

Ernest Florestano
Guardian ad litem.

Richard F. Cadigan
Attorney for Said
Guardian Ad Litem

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LIBER 114 PAGE 454

BYARD J. COREY, et al,	:	IN
Petitioners	:	THE CIRCUIT COURT
vs.	:	FOR
ROBERT WAYNE COREY, an infant	;	ANNE ARUNDEL COUNTY
Respondent	:	NO. 12, 734 EQUITY

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

TESTIMONY ON BEHALF OF PETITIONER

August 7, 1958

Present:

Mr. Edward W. Mogowski, Solicitor for Petitioners

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

Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

Edward L. Beauchamp, pages 2 - 11

Alphonse Schafer, pages 12- 17

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Edward L. Beauchamp, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Mogowski)

1. What is your name, sir?

A. Edward L. Beauchamp.

2. Mr. Beauchamp, what is your occupation?

A. Realtor and appraiser.

3. Do you have any official connection as a realtor and appraiser with any government body?

A. Yes. I have served since February of '54 as chief appraiser of the Orphan's Court of Baltimore County and I am still serving in that capacity.

4. How many years experience have you had as a realtor and appraiser?

A. I have been licensed to sell real estate since 1938 and I served actively as a realtor and appraiser since 1950.

5. Are you a member of any real estate boards?

A. Yes. I am a member of the Board of Directors of the Real Estate Board of Baltimore and with the National Association of Real Estate Boards and the Maryland Real Estate Association, and the Real Estate Board of Baltimore County. I served as a director of the Pikesville Federal Savings & Loan Association.

6. Now have you had occasion to inspect the property which is the subject of this proceedings and I mean in particular the two lots in Anne Arundel County which were bequeathed to an infant, Robert Wayne Corey?

A. I have. I inspected them on the morning of August the 7th.

7. August 7th, 1958, is that right?

A. 1958, that is correct.

8. Now very briefly would you please describe the two lots that are in question.

A. The first two lots are described in deeds from Charles S. Myers and Estella B. Myers, his wife, to Joseph C. Sippel, Jr., and Myrtle L. Sippel, his wife, dated August the 12th, 1947, recorded in Liber J.H.H. 424, folio 126, Land Records of Anne Arundel County. They are located in the Third Election District of Anne Arundel County on a right of way which is an extension of Burnett Avenue, which is at the end of Barbary Road off Lake Drive. The aforementioned right of way runs parallel to the shore line of the Magothy River. The first lot, being the improved lot, contained 1.25 acres. It faces or it's north boundary, is against the Magothy River and has a front of approximately 168 feet. The south boundary fronts on the aforementioned right of way, and has a frontage of approximately 152 feet. The boundary on the east side is 356 feet and the west boundary is 316 feet. The lot itself is level, having some shade trees. At the present time it is heavily overgrown with shrubs and bushes. The elevation is about 12 feet above the water level of the Magothy River. There is a wooden stairway going down across the bank to the shore line. This frontage or bank is very badly eroded and has washed away or worn away a good ten or twelve feet back from the normal bank frontages in the area. The lot is improved by a frame structure consisting of five rooms. The corner of the structure,

that would be the northwest corner of the structure, is almost at the very edge of this eroded bank and actually the concrete block footings show sagging at that point and if something isn't done about it very soon, that corner of the house is going to be hanging over the edge of the bank. At the front of the house, there is a nine by eleven frame, screened covered porch, which is in bad condition of repair and the entrance to this porch is also within three feet of this eroded bank. The contents of the dwelling consists of a living room with a fire place, two small bedrooms, a small dining room and a small kitchen. The siding is single surfaced, tongue and groove, in that the surface serves as both the interior and exterior wall surface. The floor is frame, with asphalt tile laid upon it. The roof is wood shingle. Attached to the rear of this little dwelling there is a single frame, chemical privie. The only utilities available on the property are electricity. There is water into the property which is rented. However there is no well or private source of water. There is no central heating system. The improvements are in poor condition and it would require expensive rehabilitation to cure the physical depreciation and to cure the obvious functual obsolescence.

9. Mr. Beauchamp, in your opinion considering the shore line that you have observed there, will it be necessary for work of any kind to be done on that shore line?

A. It is very obvious that a bulkhead will have to be established out five to eight feet beyond the present

base of the bank and then the bank filled. Otherwise the improvements are going to gradually be hanging over the bank, because it is wearing away rapidly. To use the lot for normal residential purposes it would require considerable clearing of the underbrush. I might mention that the right of way which serves as access to the lot is a twelve foot dirt right of way in a poor condition.

10. Now I think you have intimated from your description of the condition of the house that I am correct that the house itself is in need of repair?

A. Very obviously.

(Mr. Rouse)

1. Is this house occupied at the present time?

A. No, it is vacant. It obviously has not been occupied for sometime.

2. Is it rentable for year round occupancy?

A. I would say no. The construction itself would preclude any reasonable degree of heat in the winter time.

3. Obviously it was built for summer use only?

A. Strictly for summer use.

4. Is it in its present condition, rentable for summer occupancy?

A. With some minor repairs and a good cleaning up, it probably could be rented for $50.00 to $75.00 a month during the four summer months.

(Mr. Mogowski)

11. Do you have an opinion as to the present fair market value of this particular lot, Mr. Beauchamp?

A. Yes, I do.

12. Would you tell us what that is and how you arrived at

that?

A. In evaluating this particular property, I feel that the lot itself is a desirable lot if put into good condition and if the bank is put in usuable condition. It has a nice frontage on the water and a nice view. There are shade trees. Therefore, I have given the lot an evaluation of $5,000.00 an acre or $6,250.00 for the 1.25 acres. The improvements, due to the amount of physical depreciation and functual obsolescenee, I have given an evaluation of $1,500.00 or a total of $7,750.00, as the indicated fair market value.

13. Now Mr. Beauchamp, we have involved here also, another I believe, unimproved lot. Will you briefly tell us the location and size and description of that particular umimproved lot?

A. This second lot is unimproved. It is located on the aforementioned extension, right of way extension of Burnett Avenue and it is south of the aforementioned one, 1.25 acres. It contains 2.27 acres. The frontage on the twelve foot right of way is approximately 200 feet. The lot is sparsely wooded but heavily overgrown. It has no access to the water and therefore, is of questionable value as shore property.

(Mr. Rouse)

1. Is it level?

A. It is generally level throughout.

2. Do you have an opinion as to the present fair market value of this 2.27 acre lot?

A. Yes, this lot, due to it's location and the fact that it has no access whatsoever to the water, unless

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access were purchased or granted, which would have to be accomplished, in my opinion, it is worth $400.00 an acre for approximately two and one quarter acres or $900.00. I might add that it is not productive of any income and there is no trend to develop these rear lots in the area at the present time.

(Mr. Mogowski)

14. Mr. Beauchamp, I think this is correct, for that 2.27 acres to be used, it would require a tremendous cleaning and clearing job, is that true?

A. That is correct.

15. Do I understand that it is your opinion that due to the lack of right of way, that is access to the Magothy River, that in itself holds down the value of this particular lot?

A. That and the fact there is no trend in the area to develop these rear lots at the present time.

16. Mr. Beauchamp, these two lots, if they were sold together, would there be any greater value to the rear lot than you have indicated by your earlier testimony?

A. I would say this. That the rear lot, ownership of it would not necessarily enhance the value of the front lot. However, I do feel that the person who is purchasing the front lot would be the most logical purchaser and user of the rear lot, because otherwise no access could be obtained to the water by this lot.

17. Mr. Beauchamp, you have been during your testimony, been looking at a thermostatic copy of a plat made by J. Revell Carr, Surveyor, of Annapolis and I show you that and note where a lot consisting of 1.25 acres has been marked

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X1 and the one consisting of 2.27 acres directly in the rear of it, marked by X 2. Are these the two lots that you have been describing?

A. They are.

(PLAT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

18. Now Mr. Beauchamp, are you aware there is a mortgage on these two lots?

A. I have been told that there was.

19. And in the petition to sell it is recited that the balance due on this mortgage as of June 1, 1958, is $3,388.10. That the monthly payments are $33.00 a month on these two lots on the mortgage. I give you this as information for a question that I am subsequently going to ask you Mr. Beauchamp, and I may also tell you that the mortgage that I have just mentioned includes these two lots and an additional lot of 1.48 acres which is down the road several hundred feet from the 2.27 acres that you have just described. The 1.48 acres, we are not concerned with as far as this particular petition is concerned. I only mentioned it to show that the mortgage I mentioned, includes the third lot. Now considering the information that I have given you, about the mortgage, the condition of the property, your observation of the same, and I also tell you that the infants with their parents and quardians have moved to Denver, Colorado, and still further considering the income possibilities, or the income that might be achieved from these two lots, and also considering in particularly the condition of the house itself and the necessity for a bulkhead that you have

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mentioned. With all this in mind, do you have an opinion as to whether or not it would be to the advantage of the infant here, Robert Wayne Corey, that a trustee be appointed to sell the property?

A. Being aware of the conditions which you have mentioned and the need for the expenditure of a considerable amount of funds to produce income, and the distance of the infant owner of the property, and the guardians, from the property, it would be my opinion that it would be advisable to sell all three of the lots as a package.

20. Now Mr. Beauchamp, we are concerned here today with another case concerning this 1.48 acres of unimproved land down the road from the 2.27 acres that I have mentioned before. That is a suit in the Circuit Court for Anne Arundel County entitled, Byard J. Corey and Doris M. Corey, Guardians of David Brice Gilbert, an infant vs. David Brice Gilbert, an infant.

(Mr. Rouse)

1. And that is the lot marked on the exhibit No. 1, as X 3, is that correct?

A. That is correct.

(Mr. Mogowski)

21. Now for the purposes of that particular suit, Mr. Beauchamp, have you inspected this 1.48 acres of land?

A. Yes. I also inspected it on the morning of August the 7th, 1958.

22. At the same time you inspected the other properties?

A. At the same time I inspected the other two lots.

23. Would you kindly describe it, giving its dimensions the same as you did in the other two?

A. This lot is also located on the right of way which is an extension of Burnett Avenue. It starts about 180 feet west of the lot marked on the exhibit as X 2, and runs approximately 191 foot of frontage along the right of way. It contains 1.48 acres. It is sparsely wooded but very heavily overgrown, and while generally level contains several low spots towards the center of the lot. It has a right of way along its west boundary, 12' wide. Both the right to the front and the right of way to the west side are now dirt roads cut through the underbrush and are very difficult to traverse with an automobile. The lot, like the lot described as X 2, has no access to the Magothy River, and there is no trend for development of these rear lots in this general vicinity. I have evaluated the lot on the basis of $400.00 an acre for the 1.48 acres, approximately one and a half acre lot, for an evaluation of $600.00 as the indicated fair market value.

24. Now Mr. Beauchamp, am I correct that this lot being in the rear has even lesser appeal or value than the 2.27 acre lot, previously mentioned, being that it is further down the road and actually away from the improved lot that you earlier described?

Mogowski - Strike the question.

24. Mr. Beauchamp, does this 1.48 lot produce any income or in your opinion is it capable of producing any income?

A. This lot, like lot X 2, is unimproved and is not capable of producing any rental income, nor is there sufficient timber to make it worth while to be cut.

25. Now Mr. Beauchamp, in the event of the sale of this

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property and the payment of this mortgage I have mentioned, is it your opinion that that mortgage should be paid pro rata/based on the evaluation of these three lots that you have given us here today?

A. Yes, I would say it is the only logical and fair way that it could be done.

26. Mr. Beauchamp, one more question, in your opinion, based on the experience that you have given us, if this property were not sold at a private sale equal to or better than the appraised value of this property, would there be any advantage to the infant as far as securing a fair price for this property, to list this property for sale with a regular realtor in lieu of a public sale of this property?

A. It has been my experience with shore property regardless of its value and desirability, it takes longer/to sell than most other types of property because of the short season and during which people are looking for such property. Therefore, it would be my opinion that it would be a definite advantage to the infants to have the property listed for and sold at private sale rather than at a public sale.

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.....

Alphonse Schafer, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Mogowski)

1. Mr. Schafer, what is your full name, sir?

A. Alphonse Schafer.

2. What is your occupation, Mr. Schafer?

A. Appraising for the Orphan's Court.

3. Which Orphan's Court is that?

A. Baltimore County.

4. How many years experience?

A. Nine years.

5. You are familiar with Anne Arundel County property, are you Mr. Schafer?

A. Yes, sir.

6. Now have you had an occasion to inspect the property which is the subject of this particular suit here?

A. Yes.

7. As a matter of fact, you were in the company of Mr. Beauchamp, the previous witness, when you made this inspection, is that correct?

A. Yes, sir.

8. And the inspection was made on August the 7th, 1958?

A. Yes.

9. Now you have been present here when Mr. Beauchamp described the 1.25/acres improved lot and 2.27 unimproved lot?

A. Yes, sir.

10. Now are you in agreement with him as to the description of the property, the condition of the shore line, the condition of the property and the condition of the improvements on the improved lot?

A. Definitely.

11. Now taking the 1.25 acres, which is the improved lot, do you have an opinion as to the present fair market value of that property?

A. Yes, sir.

12. Will you tell us what your opinion is?

A. The improved lot, the full value would be $7,750.00.

(Mr. Rouse)

1. That includes the house or cottage on the lot?

A. Yes, and improvements.

(Mr. Mogowski)

13. Would you break down what you feel the lot is worth and what you feel the improvements are worth, Mr. Schafer?

A. The lot is worth $6,250,00 and the improvements $1,500.00.

(Mr. Rouse)

2. What kind of shape is this cottage in?

A. Bad shape.

3. Is it adaptable for year round living or/is it a summer type cottage?

A. Summer type only.

4. Is it rentable in its present condition or would it be necessary to spend some money to repair it?

A. A few minor improvements should be made and then it would be rentable.

(Mr. Mogowski)

14. That is on a summer basis only?

A. Just a summer basis, yes sir.

15. What about the shore line, Mr. Schafer? What improvements would be needed there?

A. Must be a bulkhead put there and filled in, put out about eight feet at least and filled in behind it.

It would require quite an outlay of money.

(Mr. Rouse)

1. If nothing should be done, what would be your opinion as to what would happen?

A. Well it wouldn't be very long before the one corner of the house would sink down into the river.

2. If it kept going eventually the whole house would go down into the river?

A. Eventually, yes.

(Mr. Mogowski)

16. Now Mr. Schafer, let's talk about the 2.27 acre lot which is roughly in the rear of the 1.25 acres. You have told/us you accepted the description of that area given by Mr. Beauchamp. Now do you have an opinion as to the value of that 2.27 acres?

A. Yes.

17. What is that sir?

A. $900.00.

18. That is based also on a $400.00 per acre evaluation?

A. Yes, sir.

19. Now is that land producing any income?

A. No,sir.

20. Is it capable of producing any income?

A. No, sir.

21. Is there any trend or scheme that you have been able to observe of development of that rear area along there?

A. No, sir.

22. Now considering all the factors as to the value of the land and its condition Mr. Schafer, plus you were here present when I explained to Mr. Beauchamp, the fact there was a mortgage on this property and that the infant

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is now moved to Denver with his guardians, do you believe in your opinion, that it would be to the advantage of the infant that a trustee be appointed to sell this property for him?

A. Yes, sir.

23. Now Mr. Schafer, you were here also when I explained to Mr. Beauchamp, that we are also concerned with a 1.48 acre lot which is down the road from this 2.27 acres. That is involved in another case by the same guardians against David Brice Gilbert, an infant?

A. That is correct?

24. Did you inspect that property too?

A. Yes, sir.

25. In the company of Mr. Beauchamp?

A. Yes, sir.

26. On the same day that you inspected the other two lots?

A. Yes, sir.

27. And you heard Mr. Beauchamp describe that lot that is actually marked onthe exhibit, examiner's exhibit No. 1, as X 3?

A. Yes, sir.

28. And that is the description of this particular lot, is it?

A. Yes.

29. What in your opinion is the fair market value of that lot?

A. $600.00.

30. Based on how much per acre, sir?

A. $400.00 an acre, approximately an acre and a half would make it $600.00

31. Is that land producing an income?

A. No, sir.

32. Is it capable of producing any income?

A. No, sir.

33. As it presently is?

A. No, sir.

34. And as to this particular lot, considering all the factors I have mentioned before as to the other two lots, in your opinion would it be to the advantage of the minor child here, that a trustee be appointed to sell this property?

A. Yes.

35. Mr. Schafer, you were here when I asked Mr. Beauchamp a question as to whether or not, it would be of any advantage to the minor child in both of these cases if the property is not sold at private sale at its appraised value or better to list this property with a regular realtor rather than sell it at public sale?

A. Yes.

36. Now do you have an opinion as to whether or not this would be of advantage to the infant and if so, what is that opinion?

A. It would be to his advantage, because shore property is not very saleable, especially that one, and a private sale would get more than a public sale.

(DEATH CERTIFICATE OF MYRTLE L. SIPPEL FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

(DEATH CERTIFICATE OF JOSEPH C. SIPPEL, JR., FILED HEREWITH M ARKED EXAMINER'S EXHIBIT NO. 3)

(LETTER FROM CAPITAL SAV INGS & LOAN ASSO. DATED AUGUST 12, 1958 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

(LAST WILL AND TESTAMENT OF MYRTLE CANOLES SIPPEL FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 5)

(DEED DATED AUGUST 12, 1947 BY AND BETWEEN CHARLES S. MYERS and ESTELLA B. MYERS, HIS WIFE, AND JOSEPH C. SIPPEL, JR., AND MYRTLE L. SIPPEL, HIS WIFE, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 6)

(MORTGAGE DATED JULY 30th, 1956 BY AND BETWEEN MYRTLE L. SIPPEL, WIDOW, AND THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 7)

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.....Elkhouse Schafer.....

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.

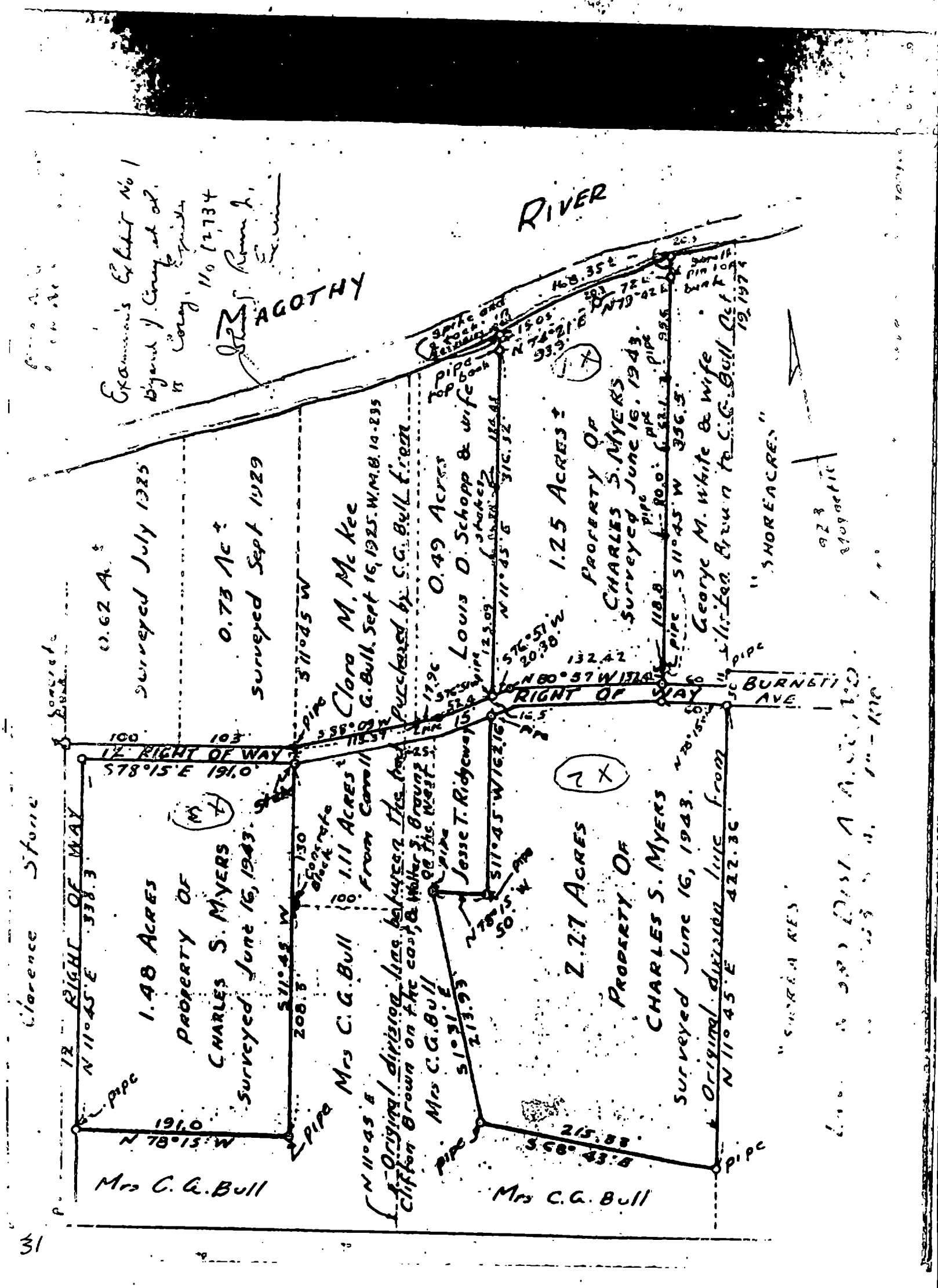
I hereby certify that the foregoing testimony was taken at the instance of the plaintiff. That I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony, that the testimony was taken in one day.

Witness my hand and seal this 27th day of August, 1958.

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

J.R. $10.00

S.M. $20.00 Em.


RIVER
MAGOTHY
Examiner's Exhibit No 1
Bryant J. Corey et al.
Corey, Equitable
No 12734
Clarence Stone
0.62 Ac±
Surveyed July 1925
0.73 Ac±
Surveyed Sept 1929
Clara M. McKee
G. Bull. Sept 16, 1925. W.M.B. 14-235
Purchased by C.G. Bull from
0.49 Acres
Louis D. Schopp & wife
1.25 Acres±
Property of
Charles S. Myers
Surveyed June 16, 1943
George M. White & wife
Clifton Brown to C.G. Bull Oct 19, 1974
"SHOREACRES"
12 RIGHT OF WAY
S78°15'E 191.0
N 80°57'W 132.42
RIGHT OF WAY
BURNETT AVE
1.48 Acres
Property of
Charles S. Myers
Surveyed June 16, 1943
1.11 Acres
From Carroll
Mrs C.G. Bull
Original division line between the tract
Clifton Brown on the east, & Walter S. Brauns on the west
Jesse T. Ridgeway
2.27 Acres
Property of
Charles S. Myers
Surveyed June 16, 1943
Original division line from
N 11°45'E 422.36
N 78°15'W
S 68°43'E
Mrs C.G. Bull
Mrs C.G. Bull
pipe
31

LIBER 114 PAGE 474

FEE - $1.00

No. 2268

CITY OF ATLANTIC CITY
OFFICE OF REGISTRAR OF VITAL STATISTICS

This is to Certify that the following is correctly copied from a record of Death in my office.

NAME OF DECEASED	PLACE OF DEATH	DATE OF DEATH
MYRTLE L. SIPPEL	Atlantic City, N. J.	October 9, 1956

MARITAL CONDITION	AGE	OCCUPATION	CAUSE OF DEATH
Widowed	53	Housekeeper	Bullet wound of Head & Stomach - Homicide

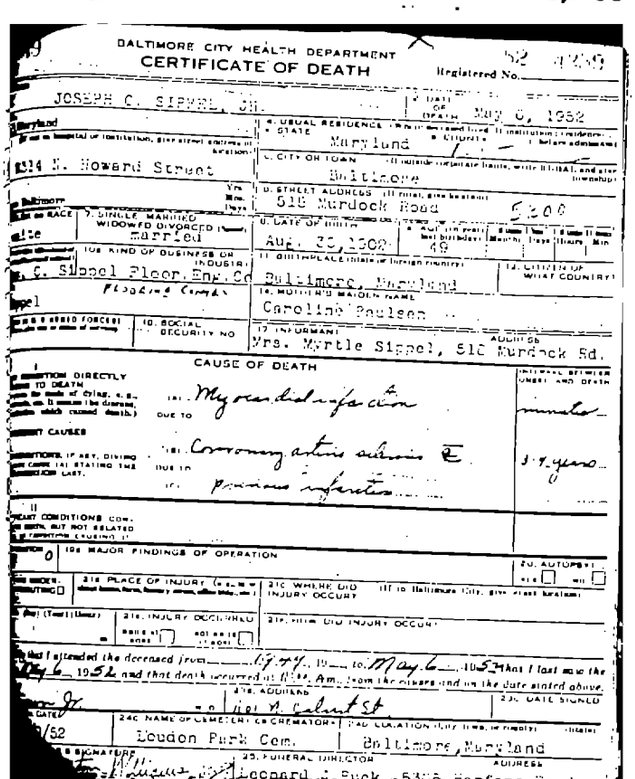
Edward L. Coffey
Registrar of Vital Statistics
ATLANTIC CITY, NEW JERSEY

Countersigned
B. W. Townsend
City Comptroller

10/11/56, 19
Date of Issue

LIBER 114 PAGE 475

BALTIMORE CITY HEALTH DEPARTMENT
ORDER NO. 1048 BUREAU OF VITAL RECORDS AUG. 12, 1958



BALTIMORE CITY HEALTH DEPARTMENT
CERTIFICATE OF DEATH
Registered No. 52 4259

JOSEPH C. SIPPEL, JR.
DATE OF DEATH May 6, 1952

Maryland
4. USUAL RESIDENCE STATE Maryland
5. CITY OR TOWN Baltimore
5314 N. Howard Street
6. STREET ADDRESS 518 Murdock Road 5300
7. SINGLE MARRIED WIDOWED DIVORCED married
8. DATE OF BIRTH Aug. 30, 1902 49
10. KIND OF BUSINESS OR INDUSTRY C. Sippel Floor. Eng. Co. Flooring Company
11. BIRTHPLACE Baltimore, Maryland
12. CITIZEN OF WHAT COUNTRY
14. MOTHER'S MAIDEN NAME Caroline Paulsen
10. SOCIAL SECURITY NO.
17. INFORMANT Mrs. Myrtle Sippel, 518 Murdock Rd.

CAUSE OF DEATH
(a) My cardial infarction
DUE TO
(b) Coronary artery sclerosis
DUE TO
(c) previous infarction
minutes
3-4 years

19. MAJOR FINDINGS OF OPERATION
20. AUTOPSY
21. PLACE OF INJURY
21c. WHERE DID INJURY OCCUR
21e. INJURY OCCURRED
21f. HOW DID INJURY OCCUR

I attended the deceased from 1947 to May 6 1952 that I last saw the May 6 1952 and that death occurred at 11:00 Am. from the causes and on the date stated above.
23. DATE SIGNED
24. NAME OF CEMETERY OR CREMATORY Loudon Park Cem.
24b. LOCATION Baltimore, Maryland
25. FUNERAL DIRECTOR Leonard J. Buck, 5306 Harford Road.

THIS IS TO CERTIFY THAT THE ABOVE IS A PHOTOSTATIC COPY OF A CERTIFICATE ON FILE IN THE BALTIMORE CITY HEALTH DEPARTMENT, BALTIMORE, MARYLAND.

Hedwig M. Norton
DIRECTOR, BUREAU OF VITAL RECORDS

Huntington Williams, MD
COMMISSIONER OF HEALTH AND REGISTRAR

WARNING DO NOT ACCEPT THIS TRANSCRIPT UNLESS THE OFFICIAL DEPARTMENTAL SEAL IS AFFIXED HEREON.

[illegible]

[illegible]

[illegible]

John S. [illegible]

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LIBER 114 PAGE 476

CAPITAL SAVINGS and Loan Association
INCORPORATED 1907

OPEN DAILY 9 A.M TO 2 P M
MONDAY 9 A M.TO 8 P.M
CLOSED SATURDAYS

810-812 LIGHT STREET · BALTIMORE 30, MD.
PHONE PLAZA 2-6000

August 12, 1958

Mr. Edward Magowski, Attorney
413 St. Paul Place
Baltimore 2, Maryland

Dear Mr. Magowski:

In response to your request the balance due as of June 1, 1958 on the mortgage of Myrtle L. Sippel, 5 Acres, Bayberry on the Magothy, Anne Arundel County was $3,388.10.

The 1958 taxes are paid on this property and the insurance coverage of $5000.00 on the dwelling and $500.00 on the contents expires October 25, 1959.

Very truly yours,

Mary E. Bauer,
Secretary

MEB:jh

Examiner's Exhibit No 4
Byard J. Corey, et al v. Corey
Equity No 12,734
John S. Rowe Jr. Examiner

34

Convenient Parking On Our Adjoining Lot

LAST WILL AND TESTAMENT OF [illegible] CAROLES SIPPEL

[illegible] Caroles Sippel, of the [illegible] Baltimore, State [illegible] and disposing mind, memory and understanding, and being [illegible] of death but of the uncertainty of the time thereof, [illegible] and declare this to be MY LAST WILL AND TESTAMENT, hereby revoking [illegible] codicils or other testamentary dispositions by me heretofore [illegible]

ITEM 1

I direct my Executors to be hereinafter named to pay all my [illegible] and funeral expenses, out of the first monies coming into [illegible] available therefor.

ITEM 2

I give, devise and bequeath my properties Nos. 2314-2316 [illegible] Howard Street, Baltimore, Maryland, unto my daughter, Doris M. [illegible] the term of her natural life and at her death unto her children living [illegible] time.

ITEM 3

I give, devise and bequeath my property No. 518 Hurdock Road, [illegible] Maryland, unto my grandson, David Brice Gilbert.

ITEM 4

I give, devise and bequeath my 2.27 acres and my 1.25 ± acres [illegible] in Shore Acres, in the Third District of Anne Arundel County [illegible] survey prepared by J. Lovell Carr, Surveyor, Annapolis, Maryland, [illegible] 16, 1943, as the property of Charles S. Myers, but now my property, [illegible] grandson, [illegible] Wayne Carey. That said plat is attached hereto and [illegible] part hereof.

ITEM 5

I give, devise and bequeath my 1.4± acres located in Shore Acres, Third District of Anne Arundel County and shown on a survey prepared by Lovell Carr, Surveyor, Annapolis, Maryland, on June 16, 1943, as the property of Charles S. Myers, but now my property, unto my grandson, David Brice [illegible] as stated above, said plat is attached to this Last Will and Testament [illegible] made a part hereof.

ITEM 6

I give and bequeath my insurance policy in the Pacific Mutual Life Co. unto my daughter, Doris M. Corey, if she be living at the time death, and if not, to her children equally, share and share alike.

ITEM 7

All the rest, residue and remainder of my estate, of every kind, ... ption, whether real, personal or mixed, wheresoever the same may be and whether the same be in possession, reversion, expectancy or remain... ...ise and bequeath unto my daughter, Doris M. Corey, if she be living ... of my death, if not, then unto her children living at that time.

ITEM 8

I hereby nominate and appoint my daughter, Doris M. Corey, and my ... Hyman Ginsberg, to be the Executors of this, MY LAST WILL AND TESTAMENT ... not be necessary for my Executors to obtain the approval of any court ... ority to sell, convey, mortgage, lease, assign or otherwise dispose ... l or personal property, when the same is necessary for the proper ... of their duties as Executors.

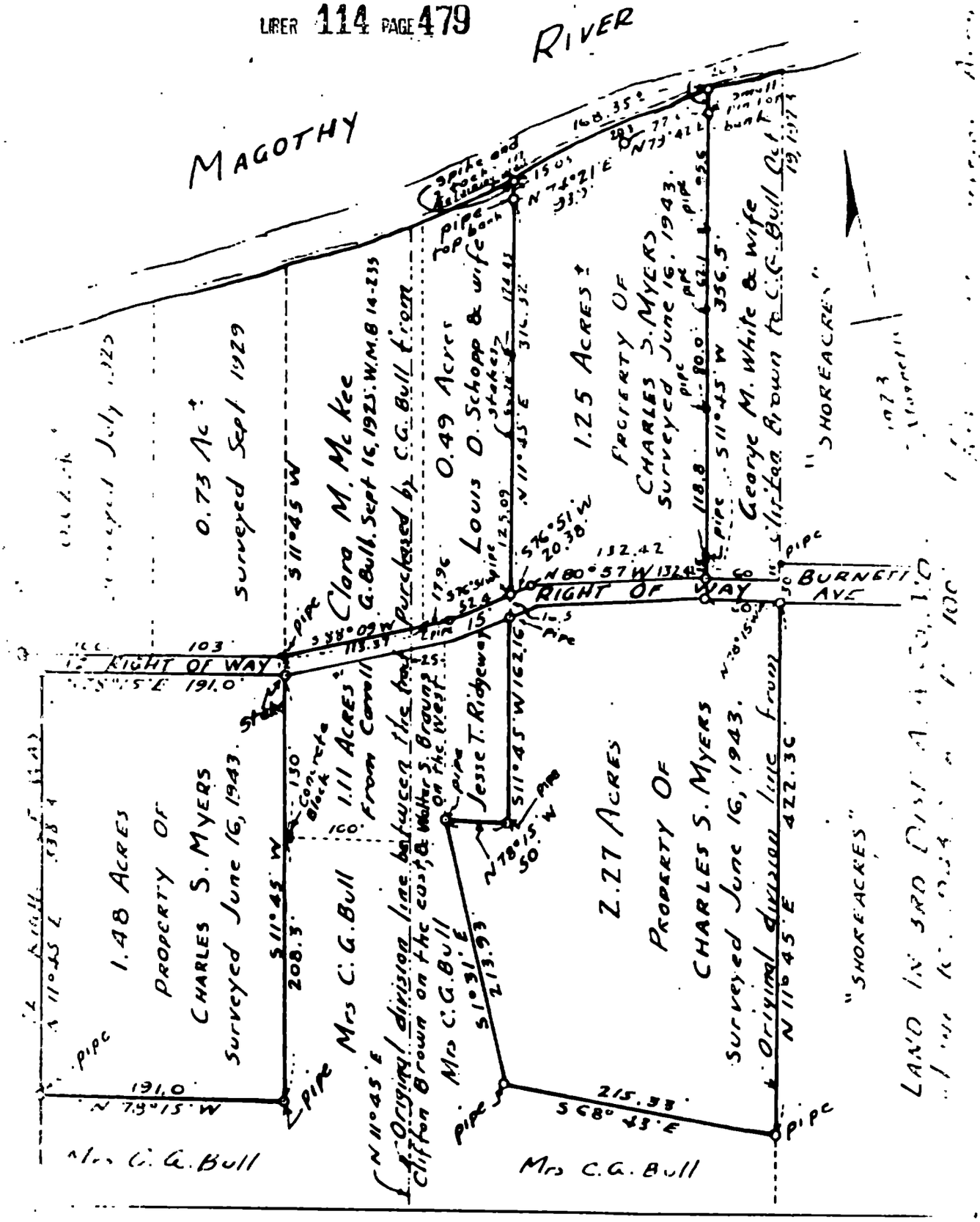
IN WITNESS WHEREOF, I have this 14 day of July, 1952, subscribed and affixed my seal.

Myrtle Canoles Sippel
Myrtle Canoles Sippel

The foregoing instrument consisting of two pages including this page ... the plat referred to in Items 4 and 5 of the Will, was on the day of ... of Signed, Sealed, Published and Declared by the said Myrtle Canoles ... the Testatrix, as and for her Last Will and Testament, in the presence ... at her request, and in her presence, and in the presence of each other ... to subscribed our names as witnesses hereto.

10/14/52 William R. Cattu...
Address: 5614 York Road
Baltimore 14, Md.

Edward W. Mogowski
Address: 5415 Sagra Road
Baltimore 14, Md.


MAGOTHY RIVER
0.73 Ac ±
Surveyed Sept 1929
Clara M. McKee
G. Bull, Sept 16, 1925: W.M.B 14-233
Purchased by C.G. Bull from
0.49 Acres
Louis O. Schopp & wife
1.25 Acres ±
Property Of
Charles S. Myers
Surveyed June 16, 1943.
George M. White & wife
Virginia Brown to C.G. Bull
SHORE ACRES
RIGHT OF WAY
BURNETT AVE
1.48 Acres
Property Of
Charles S. Myers
Surveyed June 16, 1943.
Mrs C.G. Bull
1.11 Acres ±
From Carroll
Jesse T. Ridgeway
2.27 Acres
Property Of
Charles S. Myers
Surveyed June 16, 1943.
Original division line from
Clifton Brown on the east & Walter S. Brauns on the West
Mrs C.G. Bull
Mrs C.G. Bull
Mrs C.G. Bull
"SHORE ACRES"
LAND IN SRD DIST.

...ore County, ss.

...17th day of October, 1956, came Hyman Wi...
...and made oath that he does not know of any Will or Codicil of
...Canoles Wippel late of said county deceased, other than the
...ment of Writing, and that he received the same from ...
...on or about the 14 day of July, 195...
...died 9th day of October, 1956.
...to before the subscriber.

Jos. P. Connor
Register of Wills for Baltimore County.

...more County, ss.:

...17th day of October 1956, came Edward ...
...and on October 18th 1956 came William R. ...
...Strider, subscribing witnesses to the foregoing Last Will and
...Myrtle Canoles Wippel, late of said County, deceased, and made
...they did see the Testatrix sign and seal this Will, that they heard her publish
...and declare the same to be her Last Will and Testament; that at the time of her so
...was to the best of their apprehension of sound and disposing mind, memory and
...ding, and that they
...their names as Witnesses to this Will in her presence at her request, and in the presence
...other.
...to before the subscriber.

Test: Jos. P. Connor
Register of Wills for Baltimore County.

In the Orphans' Court of Baltimore County:

The Court after having carefully examined the above Last Will and Testament of Myrtle Canoles Wippel late of Baltimore County, deceased, and also the evidence adduced as to its validity, Orders and Decrees, this 18th day of October 1956 that the same be admitted in this Court as the true and genuine Last Will and Testament of the said Myrtle Canoles Wippel deceased.

Samuel A. Green
William M. Anderson Jr.
Arthur D. McCormick

Form 165 - 8-21-56

IN TESTIMONY that the aforegoing is a true copy taken from "ORIGINAL" filed and of record in the office of the Register of Wills for Baltimore County, I hereunto subscribe my name and affix the seal of my office this ----------day of----------, in the year of our Lord nineteen hundred and----------

Test:

Register of Wills for Baltimore County.

Examiner's Exhibit No. 5
Byard J. Corey, et al vs. Corey
Equity No 12,734.
John S. Rowe Jr. Exam

THIS DEED, made this 12th day of August, 1947, by and between CHARLES S. MYERS and ESTELLA B. MYERS, his wife, of the City of Baltimore, in the State of Maryland, parties of the first part and JOSEPH C. SIPPEL JR., and MYRTLE E. SIPPEL, his wife, of the same place, parties of the second part.

WITNESSETH that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties hereto of the first part do hereby grant and convey unto the said parties hereto of the second part, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of the survivor, forever in fee simple, all those three lots of ground and premises situate in the Third Election District of Anne Arundel County, in the State of Maryland and described as follows, that is to say:-

1ST PARCEL: Containing 1.25 acres. BEGINNING for the same at an iron pipe heretofore set on the North side of a 15 foot right of way which runs in an easterly direction and also Westerly direction where the same narrows to 12 feet, as will be seen by reference to a plat of the property now being described, surveyed June 16, 1943, by J. Revell Carr, the said iron pipe and place of beginning is the Southeast corner of an 0.49 acre lot of ground which was conveyed to Louis D. Schopp and Marie Schopp, his wife, by Zelma S. Bull, by deed dated April 25, 1942, and recorded in Liber J.W.B. 230, folio 65, thence running from the beginning point so fixed, leaving the above mentioned right of way, and with the Eastern boundary line of the said last mentioned conveyance, North 11 degrees 45 minutes East 516.32 feet to another iron pipe at the top of the bank overlooking the Magothy River, thence continuing said last-mentioned course North 11 degrees 45 minutes East 15.05 feet to a spike and two tacks in the retaining wall at the tide lines of the said Magothy River, thence leaving the said Louis D. Schopp lot and running with said tide lines in an Easterly direction 105.35 feet more or less to intersect a line drawn North 11 degrees 45 minutes East 20.3 feet from a small pin at the top of the bank, thence leaving the said tide lines and running with the Western boundary line of a lot of ground heretofore conveyed to George M. White and wife by the said Zelma S. Bull by deed dated September 23, 1941, and recorded in Liber J.W.B. 249, folio 21, with and reverse of the said last mentioned course, South 11 degrees 45 minutes West 20.3 feet to the said mentioned small pin at the top of the bank, thence continuing said last mentioned course, South 11 degrees 45 minutes West 356.5 feet to an iron pipe, thence continuing said last mentioned course South 11 degrees 45 minutes West 15 feet to the North side of the first mentioned 15 feet right of way, thence leaving the said mentioned conveyance to George M.

White and running along the North side of the said last mentioned right of way North 80 degrees 57 minutes West 132.42 feet and South 76 degrees 51 minutes West 20.38 feet to the place of beginning. Containing as aforesaid, 1.25 acres of land.

2ND PARCEL: Containing 2.27 acres. BEGINNING for the same at an iron pipe now set on the South side of a 15 foot right of way which runs in an Easterly direction and also a Westerly direction where the same narrows to 12 feet as will be seen by reference to a plat of the property now being described, surveyed June 16, 1943, by J. Revell Carr, the said iron pipe and place of beginning is distant South 11 degrees 45 minutes West 16.5 feet from another iron pipe on the North side of the said mentioned 15 foot right of way, which said last mentioned iron pipe is the Southeast corner of the above mentioned 0.49 acre lot heretofore conveyed to the said mentioned Louis D. Schopp and wife, which said iron pipe is also the Southwest corner of the above firstly described 1.25 acre lot. The said iron pipe and place of beginning is also the Northeast corner of an 0.17 acre lot surveyed for Jesse T. Ridgeway, June, 1943, thence running from the beginning point so fixed, leaving the said mentioned 15 foot right of way and with the Eastern and Southern boundary lines of the said last mentioned 0.17 acre lot, South 11 degrees 45 minutes West 162.16 feet to another iron pipe, and North 78 degrees 15 minutes West 50.0 feet to another iron pipe, thence leaving the said mentioned Jesse T. Ridgeway lot and running through a part of the whole tract to be hereinafter mentioned, South 1 degree 31 minutes East 213.93 feet to another iron pipe and South 68 degrees 43 minutes East 215.33 feet to another iron pipe heretofore set in the division line between the said mentioned whole tract and the SHOREACRES Subdivision thence running with part of the said mentioned division line North 11 degrees 45 minutes East 422.36 feet, thence leaving the said mentioned division line and running along the South side of the first mentioned 15 foot right of way, North 78 degrees 15 minutes West 60.0 feet, thence crossing said right of way, North 11 degrees 45 minutes East 15.0 feet to the Southeast corner of the above mentioned firstly described 1.25 acre lot, thence along the North side of the said mentioned right of way North 80 degrees 57 minutes West 132.42 feet and South 76 degrees 51 minutes West 20.38 feet to the iron pipe first mentioned in this description as being the Southwest corner of the firstly described 1.25 acre lot and the Southeast corner of the 0.49 acre lot conveyed to Louis D. Schopp and wife, thence running across the said 15 foot right of way South 11 degrees 45 minutes West 16.5 feet to the place of beginning. Containing as aforesaid, 2.27 acres of land, exclusive of that part of the above mentioned 15 foot right of way which lies to the South of the firstly described 1.25 acre lot.

3RD PARCEL: Containing 1.46 acres. BEGINNING for the same at a stake on the South side of a 12 foot right of way which runs in a Westerly direction and also in an Easterly direction where the same widens to 15 feet, as will be seen by reference to a plat of the property now being described, surveyed June 16, 1943, by J. Revell Carr, the said stake and place of beginning is distant

the three following courses and distances from an iron pipe heretofore set at the Southeast corner of the above mentioned 0.49 acre lot and the South west corner of the firstly described 1.25 acre lot: (FIRST COURSE) along the North side of the above mentioned right of way, South 76 degrees 51 minutes West 52.4 feet, (SECOND COURSE) South 88 degrees 09 minutes West 131.33 feet to an iron pipe, and (THIRD COURSE) crossing said right of way, South 11 degrees 45 minutes West 12.0 feet to the beginning point of this description, thence running from the beginning point so fixed, leaving the said mentioned right of way and with part of the Western boundary line of a 1.11 acre lot conveyed to Clara M. McKee by Carroll G. Bull and the above mentioned Zelma S. Bull, his wife, by deed dated September 16, 1925, and recorded in Liber W.M.B. 14, folio 235, South 11 degrees 45 minutes West 130.0 feet to the West edge of a concrete block, thence leaving the said mentioned conveyance to Clara M. McKee and running through part of the whole tract to be hereinafter mentioned, continuing said last mentioned course, South 11 degrees 45 minutes West 208.3 feet to an iron pipe, thence North 78 degrees 15 minutes West 191.0 feet to another iron pipe on the East side of the 12 foot right of way first mentioned in this description, thence along the East side of the same North 11 degrees 45 minutes East 338.3 feet, thence along the south side of the said right of way South 78 degrees 15 minutes East 191.0 feet to the place of beginning. Containing 1.48 acres of land, as aforesaid. The said three parcels containing in the aggregate 5.0 acres of land.

BEING the same lots of ground and premises by deed dated July 14th, 1943, and recorded in the Land Records of Anne Arundel County in Liber J.H.H. No. 284 folio 260, were conveyed to the said Charles S. Myers and Estella B. Myers, his wife, by Zelma S. Bull, widow.

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, and especially the right of ingress and egress over the right of way laid down in an agreement recorded in said Land Records in Liber J.H.H. No. 260, folio 151.

TO HAVE ANL TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Joseph C. Sippel Jr., and Myrtle L. Sippel, his wife, as tenants by the entireties, their heirs and assigns, in fee simple;

subject, however, to the restrictions set forth in a deed from Zelma S. Bull to George M. White and wife dated October 23rd, 1941, and recorded among the Land Records aforesaid in Liber J.H.H. No. 249, folio 31, and also subject to the right of way as laid down in an agreement dated May 15, 1942, and recorded in said Land Records in Liber J.H.H. No. 260, folio 151, by and between Clara M. McKee, Zelma A. Bull, George M. White and Gertrude H. White, hiw wife, a part of which right of way is embraced within the description of the second parcel of land hereinbefore described.

ANI the said parties hereto of the first part hereby covenant that they have neither done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed, that they will warrant specially said property and will execute such further assurance of the same as may be requisite.

WITNESS hands and seals of said grantors.

Charles S. Myers (SEAL)
Charles S. Myers

Estella B. Myers (SEAL)
Estella B. Myers

Test:
Roberta L Bromwick

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I hereby certify, that on this 12th day of August, 1947, before me, the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared CHARLES S. MYERS and ESTELLA B. MYERS, his wife, the grantors named in the foregoing deed to Joseph C. Sippel Jr., and Myrtle L. Sippel. his wife, and each of them acknowledged said deed to be his and her respective act.

As witness my hand and Notarial Seal.

Roberta L Bromwick
Notary Public

Recorded 12th Aug.-1947-at-2:10-P.M.

My commission expires May 2, 1949

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LIBER 114 PAGE 486

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. 424, folio 126, 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 21st. day of August, 1958, A. D.

George T. Cromwell, Clerk.

George T. Cromwell, Clerk

Examiner's Exhibit No. 6
Byard J. Carey, et al vs. Carey
Equity No 12,734
John S. Rowe Jr. Examiner

Form 813

[DR—CITY OR COUNTY] LIBER 114 PAGE 487 LIBER 1051 PAGE 24

Mortgage

THIS MORTGAGE, Made this 30th day of July, in the year Nineteen Hundred and Fifty-six, by and between Myrtle L. Sippel, widow, of Atlantic City, New Jersey, in the State of ~~Maryland~~, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Thirty-three Hundred Dollars ($ 3300.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Thirty-three Hundred Dollars ($ 3300.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Thirty-three ($ 33.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of August, 1956, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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

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

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in the Third District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEGINNING for the first thereof at an iron pipe heretofore set on the north side of a fifteen foot right of way which runs in an easterly direction and also westerly direction where same narrows to twelve feet, as will be seen by reference to a plat of the property now being described, surveyed June 16, 1943, by J. Revell Carr, the said iron pipe and place of beginning is the southeast corner of a forty-nine one-hundredths (0.49) acre lot of ground which was conveyed to Louis D. Schopp and Marie Schopp, his wife, by Zelma S. Bull, by deed dated April 25, 1942, and recorded in Liber J.H.H. 259, folio 63; thence running from the beginning point so fixed, leaving the above mentioned right of way and with the eastern boundary line of said last mentioned conveyance, North eleven degrees forty-five minutes east three hundred sixteen and forty-two one-hundredths feet (N 11° 45' E 316.42') to another iron pipe at the top of the bank overlooking the Magothy River; thence continuing said last mentioned course, North eleven degrees forty-five minutes east fifteen and five one-hundredths feet (N 11° 45' E 15.05') to a spike and two tacks in the retaining wall at the tide lines of the said Magothy River; thence leaving the said Louis D. Schopp lot and running with said tide lines in an easterly direction one hundred sixty-eight and thirty-five one-hundredths feet (168.35'), more or less, to intersect a line drawn North eleven degrees forty-five minutes east twenty and three-tenths feet (N 11° 45' E 20.3') from a small pin at the top of the bank; thence leaving the said tide lines and running with the western boundary line of a lot of ground heretofore conveyed to George M. White and wife by the said Zelma S. Bull by deed dated September 23, 1941, and recorded in Liber J.H.H. 249, folio 31, with and reverse of the

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said last mentioned course, South eleven degrees forty-five minutes west twenty and three-tenths feet (S 11° 45' W 20.3') to the said last mentioned small pin at the top of the bank; thence continuing said last mentioned course, South eleven degrees forty-five minutes west three hundred fifty-six and five-tenths feet (S 11° 45' W 356.5') to an iron pipe; thence continuing said last mentioned course South eleven degrees forty-five minutes west fifteen feet (S 11° 45' W 15') to the north side of the first mentioned fifteen foot right of way; thence leaving the said mentioned conveyance to George M. White, and running along the north side of said last mentioned right of way, North eighty degrees fifty-seven minutes west one hundred thirty-two and forty-two one-hundredths feet (N 80° 57' W 132.42'), and South seventy-six degrees fifty-one minutes west twenty and thirty-eight one-hundredths feet (S 76° 51' W 20.38') to the place of beginning. Containing one and twenty-five one-hundredths (1.25) acres of land.

BEGINNING for the second thereof at an iron pipe now set on the south side of a fifteen foot right of way which runs in an easterly direction and also a westerly direction where the same narrows to twelve feet, as will be seen by reference to a plat of the property now being described, surveyed June 16, 1943, by J. Revell Carr, the said iron pipe and place of beginning is distant South eleven degrees forty-five minutes west sixteen and five-tenths feet (S 11° 45' W 16.5') from another iron pipe on the north side of the said mentioned fifteen foot right of way, which said last mentioned iron pipe is the southeast corner of the above mentioned forty-nine one-hundredths (0.49) acre lot heretofore conveyed to the said mentioned Louis D. Schopp and wife, which said iron pipe is also the southwest corner of the above firstly described one and twenty-five one-hundredths (1.25) acre lot. The said iron pipe and place of beginning is also the northeast corner of a seventeen one-hundredths (0.17) acre lot surveyed for Jesse T. Ridgeway, June 1943; thence running from the beginning point so fixed, leaving the said mentioned fifteen foot right of way and with the eastern and southern boundary lines of the said last mentioned seventeen one-hundredths (0.17) acre lot, South eleven degrees forty-five minutes west one hundred sixty-two and sixteen one-hundredths feet (S 11° 45' W 162.16') to another iron pipe, and North seventy-eight degrees fifteen minutes west fifty feet (N 78° 15' W 50') to another iron pipe; thence leaving said mentioned Jesse T. Ridgeway lot, and running through a part of the whole tract to be hereinafter mentioned, South one degree thirty-one minutes east two hundred thirteen and ninety-three one-hundredths feet (S 1° 31' E 213.93') to another iron pipe, and South sixty-eight degrees forty-three minutes east two hundred fifteen and thirty-three one-hundredths feet (S 68° 43' E 215.33') to another iron pipe heretofore set in the division line between the said mentioned whole tract and the Shoreacres Subdivision; thence running with part of the said mentioned division line North eleven degrees forty-five minutes east four hundred twenty-two and thirty-six one-hundredths feet (N 11° 45' E 422.36'); thence leaving the said mentioned division line and running along the south side of the first mentioned fifteen foot right of way, North seventy-eight degrees fifteen minutes west sixty feet (N 78° 15' W 60'); thence crossing said right of way North eleven degrees forty-five minutes east fifteen feet (N 11° 45' E 15') to the southeast corner of the above mentioned firstly described one and twenty-five one-hundredths (1.25) acre lot; thence along the north side of the said mentioned right of way North eighty degrees fifty-seven minutes west one hundred thirty-two and forty-two one-hundredths feet (N 80° 57' W 132.42'), and South seventy-six degrees fifty-one minutes west twenty and thirty-eight one-hundredths feet (S 76° 51' W

[redacted]

20.38') to the iron pipe first mentioned in this description, as being the southwest corner of the firstly described 1.25 acre lot and the southeast corner of the 0.49 acre lot conveyed to Louis D. Schopp and wife; thence running across the said fifteen foot right of way South eleven degrees forty-five minutes west sixteen and five-tenths feet (S 11° 45' W 16.5') to the place of beginning. Containing two and twenty-seven one-hundredths (2.27) acres of land exclusive of that part of the above mentioned fifteen

[redacted]

foot right of way which lies to the south of the firstly described 1.25 acre lot.

BEGINNING for the third thereof at a stake on the south side of a twelve foot right of way which runs in a westerly direction and also in an easterly direction where the same widens to fifteen feet, as will be seen by a plat of the property now being described, surveyed June 16, 1943, by J. Revell Carr, the said stake and place of beginning is distant the three following courses and distances from an iron pipe heretofore set at the southeast corner of the above mentioned 0.49 acre lot and the southwest corner

[redacted]

of the firstly described 1.25 acre lot (first course) along the north side of the above mentioned right of way, South seventy-six degrees fifty-one minutes west fifty-two and four-tenths feet (S 76° 51' W 52.4'),(second course) South eighty-eight degrees nine minutes west one hundred thirty-one and thirty-three one-hundredths feet (S 88° 09' W 131.33') to an iron pipe, and (third course) crossing said right of way, South eleven degrees fifteen minutes west twelve feet (S 11° 15' W 12') to the beginning point of this description; thence running from the beginning point so fixed, leaving the said mentioned right of way and with part of the western boundary line of a one and eleven one-hundredths (1.11) acre lot conveyed to Clara M. McKee by Carroll G. Bull and the above mentioned Zelma S. Bull, his wife, by deed dated September 16, 1925, and recorded in Liber W.M.B. 14, folio 235, South eleven degrees forty-five minutes west one hundred thirty feet (S 11° 45' W 130') to the west edge of a concrete block; thence leaving said last mentioned conveyance to Clara M. McKee and running through part of the whole tract to be hereinafter mentioned, continuing said last mentioned course, South eleven degrees forty-five minutes west two hundred eight and three-tenths (S 11° 45' W 208.3') to an iron pipe; thence North seventy-eight degrees fifteen minutes west one hundred ninety-one feet (N 78° 15' W 191') to another iron pipe on the east side of the twelve foot right of way first mentioned in this description; thence along the east side of the same North eleven degrees forty-five minutes east three hundred thirty-eight and three-tenths feet (N 11° 45' E 338.3'); thence along the south side of the said right of way South seventy-eight degrees fifteen minutes east one hundred ninety-one feet (S 78° 15' E 191') to the place of beginning. Containing one and forty-eight one-hundredths (1.48) acre of land.

THE said three parcels containing in the aggregate five acres of land.

BEING the same lots of ground which, by deed dated August 12, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 424, folio 126, were granted and conveyed by Charles S. Myers and wife to Joseph C. Sippel, Jr. and Myrtle L. Sippel, his wife, the said Joseph C.Sippel, Jr. having since departed this life,

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lots of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever, in fee simple.

PROVIDED, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

IT IS AGREED that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

AND the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

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

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

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

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS:

Myrtle L. Sippel (SEAL)
Myrtle L. Sippel

NP Kathryn M Gorman (SEAL)
Kathryn M. Gorman

(SEAL)

(SEAL)

KATHRYN M. GORMAN NOTARY PUBLIC NEW JERSEY

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LIBER 1051 PAGE 28

NEW JERSEY,
STATE OF ~~MARYLAND~~, ATLANTIC COUNTY, to wit:

I HEREBY CERTIFY, That on this 24 day of July, 1956, before me, the subscriber, a Notary Public of the State of New Jersey, in and for the County aforesaid, personally appeared Myrtle L. Sippel,

the above named Mortgagor(s), and she acknowledged the foregoing Mortgage to be her act.

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

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

Kathryn M. Gorman
Kathryn M. Gorman, Notary Public
My Commission Expires Dec. 5th 1957

My commission expires _____

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 30th day of July, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bond 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.

AS WITNESS my hand and Notarial Seal.

Antoinette M. Granese
Notary Public
Antoinette M. Granese
My commission expires May 6, 1957

Rec'd for record Aug 4 1956, at 9:27 A.M.
Mailed to Kohlerman & Dumler

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. 1051, folio 24, 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 21st. day of August, 1958, A. D.

George T. Cromwell, Clerk
George T. Cromwell, Clerk

Examiner's Exhibit No. 7
Byard J. Carey, et al vs. Carey
Equity No. 12,734
John S. Rowe Jr. Examiner

LIBER 114 PAGE 492

BYARD J. COREY AND DORIS M. COREY Guardians of ROBERT WAYNE COREY, an infant	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
ROBERT WAYNE COREY, an infant	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY 12,734

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

W. Garrett Larrimore and Edward W. Mogowski, Solicitors for the Complainant, and Richard F. Cadigan, Solicitor for the Guardian ad litem, of said above named infant do herein agree to submit the above styled proceedings for Decree pursuant to rule 580 (P) of the Maryland Rules of Procedure.

W. Garrett Larrimore

Edward W. Mogowski
Attorneys for Complainant

Richard F. Cadigan
Attorney for Guardian ad litem

LAW OFFICES
CALLEGARY, BRACKEN
& CALLEGARY
BALTIMORE 2, MD.
ESSEX 21, MD.
TOWSON 4, MD.

Re-filed 9/5/58
John S. Rowe Jr. Examiner

FILED

1958 SEP -4 AM 11:12

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LIBER 114 PAGE 493

In the Orphans' Court of Baltimore County

Certificate of Guardianship

The Subscriber, Jos. P. Connor

Register of Wills for Baltimore County, does hereby certify that it appears by the records in his office that on the 24th day of June in the year nineteen hundred and fifty-three Byard J. Corey and Doris M. Corey

was appointed by the Orphans' Court of Baltimore County Guardian to

Robert W. Corey

minor

And the said Byard J. Corey and Doris M. Corey

being then and there present in said Court accepted the said Guardianship and gave bond with Sureties who were approved of by the said Court for the faithful performance of his duty as Guardian of the said orphan, minor, in penalty of $ 3000.00 dollars ($ 3000.00).

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of my office this 6th day of June in the year nineteen hundred and fifty-eight

TEST: Jos. P. Connor
Register of Wills for Baltimore County.

Examiner's Exhibit No 8
Corey et al v. Corey. Equity No 12,734
John S. Rinehart Examiner
REFILED 1958 SEPT. 10 AM 11:22

Petitioner's Exhibit A

FILED
1958 JUN 27 AM 10:56

51F

BYARD J. COREY, et al,	:	IN
Petitioners	:	THE CIRCUIT COURT
vs.	:	FOR
ROBERT WAYNE COREY, an infant	:	ANNE ARUNDEL COUNTY
Respondent	:	NO. 12, 734 EQUITY

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

ADDITIONAL
TESTIMONY ON BEHALF OF PETITIONER

September 5, 1958

Present:

Mr. Edward W. Mogowski,)
Mr. W. Garrett Larrimore,) Solicitors for Petitioners

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

Mrs. Shirley M. Miller, Court Stenographer

Witness:

Mr. Edward W. Mogowski, pages 2 - 5

FILED
1958 SEP 10 AM 11:22

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Edward W. Mogowski, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rouse)

1. Give us your full name and address, please.

A. Edward W. Mogowski, 413 St. Paul Place, Baltimore 2, Maryland. That is my office address.

2. Your occupation?

A. Practicing attorney, State of Maryland.

3. Are you familiar with Mrs. Myrtle L. Sippel?

A. I was acquainted with Mrs. Myrtle L. Sippel prior to her death, both personally and in a professional capacity as an attorney.

4. She died in October of 1956?

A. That is correct.

5. Do you know what children Mrs. Sippel had?

A. Mrs. Sippel had two children. One Doris M. Sippel, now Doris M. Corey, who is one of the guardians of the infants involved here and also a Joseph Sippel, Jr, who died about four years ago.

6. In addition to Doris M. Corey, Mrs. Sippel had had a son who died prior to the time she died, is that correct?

A. That is correct, and also died prior to the time of her husband, Joseph Sippel.

7. Now with reference to Doris M. Sippel, now Doris M. Corey, did she have any children?

A. Yes, she had two children. The oldest, about 12 years of age, is David Brice Gilbert. This is by a marriage to a David B. Gilbert, Sr., who was killed in the last war, and subsequent to that, she married Mr. Byard J. Corey, and by Mr. Corey they have one child, who is the

Robert Wayne Corey, age about nine, mentioned in these proceedings.

8. How old is the Gilbert boy?

A. About twelve years of age.

9. Doris M. Corey and her husband, Byard J. Corey, were appointed guardians for Robert Wayne Corey and also for David Brice Gilbert, that is by the Orphan's Court of Baltimore County?

A. That is right, and I may say those letters of guardianship were taken out several years prior to the death of Mrs. Sippel. The purpose being that these infants had inherited a small sum of money from Mr. Sippel, Mr. Joseph Sippel, who predeceased Myrtle L. Sippel.

10. In other words, he was their grandfather?

A. Their grandfather, that is correct. That is Mrs. Myrtle L. Sippel's husband and for that purpose, guardianship papers had been taken out. In addition, as regards David Brice Gilbert, this infant is receiving money from the Veteran's Administration which required a taking out of letters of guardianship.

11. Because of the death of his father while in the service?

A. That is correct.

12. Now where do Mr. and Mrs. Corey reside?

A. The presently reside 10175 Glennon Drive, Lakewood Colorado, which is a suburb of Denver, Colorado.

13. Do you know when they moved there approximately?

A. They moved there approximately at the time of the death of Mrs. Sippel, which was about October of 1956. Mr. Corey took employment with the Glen L. Martin Company in Denver.

14. Is the Robert W. Corey refered to in the certificate of Guardianship, the same person named in the will of Myrtle L. Sippel?

A. That is the infant whose full name is Robert Wayne Corey and he is one and the same person as mentioned in the will of Myrtle L. Sippel, deceased.

(CERTIFICATE OF GUARDIANSHIP FOR ROBERT W. COREY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 8

15. Now you also are filing as exhibit 2 in case No. 12,735 a certificate of guardianship showing that Byard J. Corey and Doris M. Corey were appointed guardians for David B. Gilbert on June 24th, 1953?

A. That is correct. That David B. Gilbert is one and the same as David Brice Gilbert and the same David B. or Brice Gilbert mentioned in the last will and testament of Myrtle L. Sippel.

(CERTIFICATE OF GUARDIANSHIP FOR DAVID B. GILBERT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

16. Can you give us the present status of /the estate Myrtle L. Sippel?

A. A first and final administration account has been filed in the estate of Myrtle L. Sippel. To all intents and purposes the estate is settled. All inheritance taxes, debts, claims and the like have been paid and satisfied, and I may also add that a certified copy of the last will and testament of Myrtle L. Sippel has been filed with the registar of wills for Anne Arundel County, together with a certified copy of the inventory covering all the property mentioned in the proceedings in both of these

55

cases and also showing the payment of the inheritance tax on that property.

17. The estate was solvent then, I take it?

A. It was solvent. That is correct.

18. And all the other bequeaths as set out in the will, have been paid or distributed, is that correct?

A. That is a fact, yes sir.

19. In the will of Myrtle L. Sippel, I notice that one of the witnesses is Edward W. Mogowski. Is that you?

A. That is correct. I not only witnessed it, but I of course, appeared at the Registar of Wills of Baltimore County when the will was admitted at probate.

(At the conclusion of the testimony it was requested by the attorneys representing the various parties in this case, that the submission for decree ~~in~~ filed in 12,735 on September the 4th, be refiled as of this date, and that the submission for decree filed in 12, 734 on September the 4th, be refiled as of this date.)

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.....Edward W. Mazowski.....

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 10th day of September, 1958.

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

S.M. $5.00 Mk. Pd
per S.M. Instructions

58

LIBER 114 PAGE 500

BYARD J. COREY and DORIS M. COREY Guardians of ROBERT WAYNE COREY, an infant, 10175 Glennon Drive Lakewood, Colorado	:	DOCKET_____ FOLIO_____ CASE NO. _____ FILED _____
vs.	:	IN THE
ROBERT WAYNE COREY, an infant 10175 Glennon Drive Lakewood, Colorado	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	In Equity 12,734

DECREE FOR SALE OF REAL ESTATE

The above cause standing ready for hearing and being submitted _____ the Bill, Answer, Testimony and all the other proceedings were, by the Court, read and considered—

It is thereupon, this 10th day of September in the year nineteen hundred and fifty eight by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the fee simple property in Anne Arundel County being a 2.27 acre unimproved lot and a 1.25 acre improved lot, being the property mentioned in the proceedings be sold, that Edward W. Mogowski be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the clerk of this Court, a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court, in the penalty of Ten Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale,

LAW OFFICES
CALLEGARY, BRACKEN
& CALLEGARY
BALTIMORE 2, MD.
ESSEX 21, MD.
TOWSON 4, MD.

FILED
1958 SEP 10 PM 3:41

59

having given at least three weeks notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, upon ratification of said sale by this Court; or said Trustee may sell said property at private sale, provided no private sale shall be for a less sum than the appraised value of said property, as shown by the testimony in this case; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, (and not before,) the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, Complainant and Defendant, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Matthew S. Brown

Judge

LAW OFFICES
CALLEGARY, BRACKEN
& CALLEGARY
BALTIMORE 2, MD.
ESSEX 21, MD.
TOWSON 4, MD.

FILED

1958 SEP 10 PM 3:31

60

LIBER 114 PAGE 502

American Surety Company

OF NEW YORK

(A STOCK COMPANY)

ORGANIZED 1884

LIBER 9 PAGE 410

No. 12734

Equity

HOME OFFICE BUILDING

TRUSTEE UNDER DECREE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE EDWARD W. MOGOWSKI as principal of Baltimore, Maryland and THE AMERICAN SURETY CO. OF NEW YORK, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TEN THOUSAND 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 11 day of September in the year of our Lord nineteen hundred and 58.

WHEREAS, the above bounden EDWARD W. MOGOWSKI by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustee to sell Real Estate

mentioned in the proceedings in the case of Byard J. Corey & Doris M. Corey, Guardians vs. Robert Wayne Corey, infant now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden EDWARD W. MOGOWSKI do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Edward W. Mogowski (SEAL)

Charlotte C. Dudrow

AMERICAN SURETY CO. OF NEW YORK

BY T. W. Basil

Thomas G. Basil
Attorney in fact

Bond approved this 11th day of Sept. 1958

George T. Cromwell clerk

FILED

1958 SEP 11 PM 3:48

61

CP:9/16/58

LIBER 114 PAGE 503

BYARD J. COREY AND DORIS M. COREY Guardians of ROBERT WAYNE COREY, an infant	:	IN THE CIRCUIT COURT
vs.	:	FOR
ROBERT WAYNE COREY, an infant	:	ANNE ARUNDEL COUNTY In Equity

12734

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Edward W. Mogowski, Trustee, appointed by the Decree for Sale of Real Estate in the above entitled cause to make sale of the 2.27 acre, more or less, unimproved lot of land and the 1.25 acre, more or less, improved lot of land mentioned in the proceedings herein, he having given bond with security for the faithful discharge of his Trust as prescribed in said Decree, which was duly approved, is that he then and there sold the said 2.27 acre unimproved lot for $1,100.00 and the said 1.25 acre improved lot of land for $9,600.00 or for a total of $10,700.00 all in fee simple unto Louis J. DeAlba and Rae J. DeAlba, his wife, at private sale. The said purchasers having paid $1,070.00 as a down payment with the balance of the purchase price to be paid in cash, on or before 45 days from September 10, 1958, upon ratification of this sale by this Honorable Court, at which time settlement shall take place.

Edward W. Mogowski

Edward W. Mogowski, Trustee

LAW OFFICES
CALLEGARY, BRACKEN
& CALLEGARY
BALTIMORE 2, MD.
ESSEX 21, MD.
TOWSON 4, MD.

FILED
1958 SEP 23 AM 9:23

62

CP:9/16/58

STATE OF MARYLAND,
CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of September, in the year one thousand, nine hundred and fifty-eight, personally appeared before me, the subscriber, a Notary Public in and for Anne Arundel County, Edward W. Mogowski, Trustee, who acknowledged the aforegoing Report of Sale to be his act and that the said Sale was proper and fair.

Edw Hodgson
Notary Public

LAW OFFICES
CALLEGARY, BRACKEN
& CALLEGARY
BALTIMORE 2, MD.
ESSEX 21, MD.
TOWSON 4, MD.

63

ORDER NISI

LIBER 114 PAGE 505

Byard J. Corey and Doris M. Corey
Guardians of
Robert Wayne Corey, an infant

versus

Robert Wayne Corey, an infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,734 Equity

Ordered, this 23 day of September, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Edward W. Mogowski, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales ~~to be~~ were $ 10,700.00

George T. Cromwell Clerk.

True Copy,

FILED SEP 23 AM 9:23

TEST: George T. Cromwell Clerk.

(Final Order)

Byard J. Corey and Doris M. Corey
Guardians of
Robert Wayne Corey, an infant

versus

Robert Wayne Corey, an infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of November, 19 58 that the sale made and reported by the Trustee aforesaid, be and the same. are hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE

FILED

1958 NOV -6 PM 3:45

64

LIBER 114 PAGE 506

OFFICE O

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. 12,734 Equity

BYARD J. COREY and
DORIS M. COREY
Guardians of
ROBERT WAYNE COREY,
an Infant
VERSUS
ROBERT WAYNE COREY,
an Infant

Ordered, this 23rd day of September, 1958, That the sale of the property in these proceedings mentioned made and reported by Edward W. Mogowski, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales were $10,700.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-16

No. M. G. 5-2-25

65

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,734
Robert Wayne Corey,
(an Infant)

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 October, 1958. The first insertion being made the 25th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 NOV -5 AM 11:14

By H. Tilghman

In the Case of

Byard J. Corey and
Doris M. Corey, Guardians of
Robert Wayne Corey, an infant

vs.

Robert Wayne Corey, an infant

In the

Circuit Court

For

Anne Arundel County

No. 12,734 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. Tucker
Auditor

November 24, 1958

FILED

1958 DEC -5 PM 12:16

EC

Dr. in ac.

Byard J. Corey and Doris M. Corey, Guardians of Robert Wayne Corey, an infant vs. Robert Wayne Corey, an infant

To Trustee for Commissions, viz:	351	00		
To Trustee for Fee (Order 11/21/58), viz:	200	00	551	00
To Trustee for Court costs, viz:				
Plaintiffs' Solicitors' appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	90	25		
Ernest Florestano -Guardian ad Litem's fee	4	00		
John G. Rouse, Jr. - Examiner's fee	10	00		
Shirley Miller - Stenographer's fee	25	00		
Auditor - stating this account	27	00		
			176	25
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Sheriff of Jefferson County, Col. - service on defendant	3	75		
Register of Wills, Baltimore County - Copies of Certificate of Guardianship		75		
Register of Wills, Baltimore County - copy of Will and Real Estate Inventory Estate of Myrtle C. Sippel	3	50		
Clerk of Court, Anne Arundel County - certified copies of deed and mortgage	4	13		
Baltimore Health Dept. - copy of death certificate of Joseph C. Sippel		50		
Register of Wills of Anne Arundel County - recording Will and Inventory	4	50		
Edward L. Beauchamp - appraisal and testimony	50	00		
Alphonse Schafer - appraisal and testimony	50	00		
American Surety Co. of N.Y.-bond premium	40	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	5	77		
Ethel Hodges - notary fee		50	183	18
To Trustee for Liens, viz:				
Capital Savings & Loan Ass'n, Inc. - in full for balance due on mortgage and interest to 10/30/58	3,070	44		
Release of mortgage	2	00	3,072	44
To Byard J. Corey and Doris M. Corey, Guardians of Robert Wayne Corey, an infant - this balance	6,759	44	6,759	44
			10,742	31

47

with

Edward W. Mogowski, Trustee

Cr.

1958				
Oct.	31	Proceeds of Sale	10,700 00	10,700 00
		Refund 1958 State and County taxes- 2 months	19 02	
		Refund fire insurance premium - adjusted to 10/31/58	23 29	42 31
			10,742 31	

ORDER NISI LIBER 114 PAGE 510

Byard J. Corey and Doris M. Corey,
Guardians of Robert Wayne Corey,
an infant

VERSUS

Robert Wayne Corey,
an infant

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,734 Equity.

ORDERED, This 5th day of ~~November~~ December, 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 12th day of ~~December~~ 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 12th day of ~~December~~ January next.

FILED
1958 DEC -5 PM 12 16

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of January, 1959, 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
1959 JAN 13 PM 1:08

Benjamin Michaelson
Judge

69

LIBER 114 PAGE 511

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Circuit Court - Eq. 12734

Robert Wayne Corey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,734 Equity

BYARD J. COREY and DORIS M. COREY, Guardians of ROBERT WAYNE COREY, an infant

VERSUS

ROBERT WAYNE, COREY, an infant

Ordered, this 5th day of December, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of 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 12th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:
GEORGE T. CROMWELL, Clerk

D-24

FILED
JAN -7 AM 9:49

No. M.G. 16845 1959

70

LIBER 114 PAGE 512

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM FRANCIS G. GOOD AND VIOLET L. GOOD, HIS WIFE TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
FRANCIS G. GOOD AND	:	Docket No. 17 Folio 398
VIOLET L. GOOD, HIS WIFE	:	No. 12,805 Equity

MR. CLERK:

Please docket a suit in the above entitled case and file the within Exhibit.

Fred J. Van Slyke

Fred J. Van Slyke, Attorney
named in the Mortgage

FILED

1958 AUG 14 AM 11:01

City—County Direct Reduction Form

No. 12,805 County

LIBER 114 PAGE 513

This Mortgage, Made this 29th day of July, in the year one thousand, nine hundred and fifty-four, between FRANCIS G. GOOD AND VIOLET L. GOOD, HIS WIFE,

of Anne Arundel County, in the State of Maryland, Mortgagors and BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY, a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of Eight thousand ($8,000.00) Dollars, being part of the purchase 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:

By the payment of Seventy-five ($75.00) Dollars, on or before the ~~first~~ 29th 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 in fee simple, all those lot of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots Nos. 18, 19, 20, 21, and 22, Block 15, as shown on the Plat of Cedarhurst, which plat is filed among the Land Records of Anne Arundel County, in Plat Cabinet 1, Rod 1, Folio 7.

BEING the same lots of ground which by Deed dated of even date, and recorded prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by James N. Baker, Widower, et al, unto the Mortgagors herein, in fee simple.

SUBJECT to restrictions of record.

IF the above mortgage loan is paid off in full before maturity, the Mortgagee may make a charge of one per cent. (1%) of the above mentioned original mortgage loan.

FILED

1958 AUG 14 AM 11:01

2 J

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; [illegible]

Provided, however, if the said Mortgagor s their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagor s, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor s their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at

LIBER 114 PAGE 514

the rate of five and one half 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 Mortgagor s, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

LIBER 114 PAGE 515

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

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

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

WITNESS the hand s and seal s of the said Mortgagor s.

WITNESS:

James Doyle, 3rd

Francis G. Good. (SEAL)
FRANCIS G. GOOD

Violet L. Good (SEAL)
VIOLET L. GOOD

(SEAL)

(SEAL)

LIBER 853 PAGE 93

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY that on this 29th day of July, 1954, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore County, personally appeared Francis G. Good and Violet L. Good, His Wife, the within named Mortgagors,

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Vlast Koenigsmark, 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.

James Doyle, 3rd Notary Public.

Recorded: August 9, 1954 at 1.45 P.M.

LIBER 134 PAGE 516

MORTGAGE

FROM

FRANCIS G. GOOD & WIFE

TO

BOHEMIAN BLDG., LOAN AND SAVINGS ASS'N. "SLAVIE" OF BALTO.CITY

BLOCK NO._____

Received for Record Aug. 9, 1954

at 1.45 o'clock P. M. Same day recorded in

Liber G.H.H. No. 853 Folio 91 etc.,

one of the _____ Records of B.A.Co

and examined per

[redacted], Clerk.

Cost of Record, $_____

VAN SLYKE & DOYLE,
Attorneys-at-Law,
730 N. Collington Ave.,
Baltimore 5, Md.

The Daily Record Co. Print Baltimore, Md.—72

Paid 75

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

LIBER 114 PAGE 517

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM FRANCIS G. GOOD AND VIOLET L. GOOD, HIS WIFE TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY VS.

~~FRANCIS G. GOOD AND~~

VIOLET L. GOOD, HIS WIFE

Docket 17 Folio 398

No. 12,805 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 Fred J. Van Slyke, Attorney for Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

Fred J. Van Slyke *Affiant.*

Subscribed and sworn to before me this 13th day of August 1958.

JAMES DOYLE NOTARY PUBLIC BALTIMORE CO. MD.

Notary Public

James Doyle 3rd

FILED

1958 AUG 14 AM 11:01

6

LIBER 114 PAGE 518

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM FRANCIS G. GOOD AND VIOLET L. GOOD, HIS WIFE TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
VS.	:	IN EQUITY
FRANCIS G. GOOD AND VIOLET L. GOOD, HIS WIFE	:	Docket No. 17 Folio 398
	:	12,805 Equity

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City under the mortgage from Francis G. Good and Violet L. Good, His Wife dated the 29th day of July, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 853, Folio 91.

"SLAVIE"
Bohemian Building, Loan and Savings Association
730 N. COLLINGTON AVE.

Acct. No. B-55-358 Phone: BRoadway 6 6240

Baltimore 5, Md., Sept. 24 1958

STATEMENT

of Mr: Francis G. Good, & Mrs: Violet L. Good

Illinois Avenue, Severn MD.

Mortgage Loan 8-4-1954		$8,000.00
Interest 4 Months to Sept. 29-		123.60
Due on Exp. Acct.		- .34
		$8,123.94
Paid off on Capital	$1,258.68	
Credit to Exp. Act.	- -	1,258.68
Balance Due		$6,865.26 ✓

Last Tax Paid 1958, ($140.33) $

Last Ground Rent Paid In Fee

Copy to: Fred J. Van Slyke, Attorney
[redacted]
Bro-6-3808

Remarks

Ferdinand Kalas

Ferdinand Kalas, Secretary

ALL CHECKS PAYABLE TO THE ORDER OF THE ASSOCIATION

FILED
1958 SEP 26 AM 11:15

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 25th day of September, in the year nineteen hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Ferdinand Kalas, Secretary of Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City, 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.

Fred J. Van Slyke Notary Public

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 9 PAGE 421

LIBER 114 PAGE 520

No. 12,805 County

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, Fred J. Van Slyke,

Baltimore, Maryland

as Principal ,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand and 00/100 - Dollars ($8,000.00), 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 September , in the year of our Lord, nineteen hundred and fifty eight.

WHEREAS, the above bounden Fred J. Van Slyke

by virtue of the power contained in a mortgage from Francis G. Good and Violet L. Good, his wife to Bohemian Building Loan Association "Slavie" of Baltimore City bearing date the 29th day of July , 19 54 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 853 Folio 91 ~~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

Fred J. Van Slyke

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

Antoinette Van Slyke

Fred J. Van Slyke (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara

Attorney in fact.

Bond Approved this 26th day of September 1958.

George T. Cromwell, Clerk

FILED

1958 SEP 26 AM 11:15

8

LIBER 114 PAGE 521

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM FRANCIS G. GOOD AND VIOLET L. GOOD, HIS WIFE TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY	::	IN THE
	::	CIRCUIT COURT
	::	OF
	::	ANNE ARUNDEL COUNTY
VS.	::	IN EQUITY
FRANCIS G. GOOD AND VIOLET L. GOOD, HIS WIFE	::	Docket No. 17 Folio
	::	Equity No. 12,805

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

The Report of Sale of Fred J. Van Slyke, Attorney named in the Mortgage appointed by the decree in the above entitled cause to make sale of fee simple property known as Lots Numbers 18, 19, 20, 21 and 22, Block 15, as shown on the Plat of Cedarhurst, which Plat is filed among the Land Records of Anne Arundel County, in Plat Cabinet 1, Rod 1, Folio 7, situate on Illinois Avenue, 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, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Capitol Gazette, weekly newspaper, published in Anne Arundel County, for more than three successive weeks preceding the date of sale, said Fred J. Van Slyke, Attorney named in the Mortgage did pursuant to said notice on Monday, the 29th day of September, 1958, at 2:00 o'clock P.M., attend on the premises and then and there sold fee simple property situate on Illinois Avenue, Anne Arundel County, State of Maryland, unto James N. Baker and Helen Baker, His Sister, as Joint Tenants and not as Tenants in Common, at and for the sum of Nine thousand one hundred Dollars ($9,100.00), said property being described as follows:-

BEING known and designated as Lots Nos. 18, 19, 20, 21 and 22, Block 15, as shown on the Plat of Cedarhurst, which plat is filed among the Land Records of Anne Arundel County, in Plat Cabinet 1, Rod 1, Folio 7.

FILED

1958 OCT -4 AM 10:05

James Doyle, 3rd

Fred J. Van Slyke, Attorney named in the Mortgage

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 1st day of October, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Fred J. Van Slyke, 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.

James Doyle, 3rd
Notary Public

10

ORDER NISI

Fred J. Van Slyke, Attorney
Named in the Mortgage from
Francis G. Good and Violet L. Good,
his wife to Bohemian Building, Loan
and Savings Association "Slavie" of
Baltimore City

vs

Francis G. Good and
Violet L. Good, his wife

LIBER 114 PAGE 523
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,805 Equity

Ordered, this 4th day of October, 19 58, That the sale of the Property in these proceedings mentioned

made and reported by Fred J. Van Slyke, Attorney named in the Mortgage

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

The report states that the amount of sales was $ 9,100.00

George T Cromwell Clerk.

True Copy,

FILED 1958 OCT 4 AM 10:05

TEST: George T Cromwell Clerk.

(Final Order)

Fred J. Van Slyke, Attorney
Named in the Mortgage from
Francis G. Good and Violet L. Good,
his wife to Bohemian Building, Loan and
Savings Association "Slavie" of
Baltimore City

vs

Francis G. Good and
Violet L. Good, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of November, 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 be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED

1958 NOV 19 PM 3:53

11

FRED J. VAN SLYKE
Attorney
730 N. Collington Ave., Balto., Md.

Mortgage Sale

Of Valuable Fee-Simple Brick and Stone Bungalow Property

On Illinois Avenue, Known As Lots 18, 19, 20, 21, 22, Block 15, Cedarhurst, Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a mortgage from Francis G. Good and Violet L. Good, his wife, to Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City, a body corporate, dated July 29, 1954 and recorded in the Land Records of Anne Arundel County, default having occurred thereunder; the undersigned, Attorney-named-in-mortgage will sell at public auction on the premises

On Monday, September 29, 1958 at 2 o'clock P.M.

ALL THOSE LOTS OF GROUND SITUATE AND LYING IN ANNE ARUNDEL COUNTY, MD. and described as follows:

BEING known and designated as Lots Nos. 18, 19, 20, 21 and 22, Block 15, as shown on the Plat of Cedarhurst, which plat is filed among the Land Records of Anne Arundel County, in Plat Cabinet 1, Rod 1, Folio 7.

BEING the same lots of ground which by Deed dated of even date, and recorded prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by James N. Baker, Widower, et al., unto the Mortgagors herein.

Property being sold subject to restrictions of record, if any. PROPERTY IN FEE SIMPLE AND IMPROVED BY STONE AND BRICK BUNGALOW.

Terms Of Sale: A cash deposit of $500 will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Unpaid portion of purchase price to bear interest from day of sale to day of settlement at 6%. Taxes and all other charges to be adjusted from day of sale.

FRED J. VAN SLYKE,
Attoney-named-in-Mortgage
ALEX COOPER, Auctioneer
212 N. Calvert Street
Balto. 2, Md.
Pl. 2-4868

S-25

LIBER 114 PAGE 524 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 13, 1958

We hereby certify, that the annexed Mortgage Sale 12,805 Francis G. Good

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once ~~a week~~ for 1 ~~successive weeks~~ Time before the 29th day of September, 1958. The first insertion being made the 5th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 OCT 14 AM 9:38
By W. Pilghman

FRED J. VAN SLYKE
Attorney
730 N. Collington Ave., Balto., Md

Mortgage Sale

Of Valuable Fee-Simple Brick and Stone Bungalow Property

On Illinois Avenue. Known As Lots 18, 19, 20, 21, 22, Block 15, Cedarhurst, Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a mortgage from Francis G. Good and Violet L. Good, his wife, to Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City, a body corporate, dated July 29, 1954 and recorded in the Land Records of Anne Arundel County, default having occurred thereunder, the undersigned, Attorney-named-in-mortgage will sell at public auction on the premises

On Monday, September 29, 1958 at 2 o'clock P.M.

ALL THOSE LOTS OF GROUND SITUATE AND LYING IN ANNE ARUNDEL COUNTY, MD. and described as follows:

BEING known and designated as Lots Nos. 18, 19, 20, 21 and 22, Block 15, as shown on the Plat of Cedarhurst, which plat is filed among the Land Records of Anne Arundel County, in Plat Cabinet 1, Rod 1, Folio 7.

BEING the same lots of ground which by Deed dated of even date, and recorded prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by James N. Baker, Widower, et al., unto the Mortgagors herein.

Property being sold subject to restrictions of record, if any. PROPERTY IN FEE SIMPLE AND IMPROVED BY STONE AND BRICK BUNGALOW.

Terms Of Sale: A cash deposit of $500 will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Unpaid portion of purchase price to bear interest from day of sale to day of settlement at 6%. Taxes and all other charges to be adjusted from day of sale.

FRED J. VAN SLYKE,
Attoney-named-In-Mortgage
ALEX COOPER, Auctioneer
212 N. Calvert Street
Balto. 2, Md.
Pl. 2-4868

S-25

LIBER 114 PAGE 525 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 13, 1958

We hereby certify, that the annexed

Mortgage Sale

12,805

Francis G. Good

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 11th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 OCT 14 AM 9:38

By Lilyman

OFFIC OF

Maryland Gazette

LIBER 114 PAGE 526

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. 12,805 Equity

FRED J. VAN SLYKE, Attorney Named in the Mortgage from
FRANCIS G. GOOD and VIOLET L. GOOD, his wife to Bohemian Building Loan and Savings Association "Slavie" of Baltimore City
VERSUS
FRANCIS G. GOOD and VIOLET L. GOOD, his wife

Ordered, this 4th day of October, 1958, That the sale of the property in these proceedings mentioned made and reported by Fred J. Van Slyke, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $9.100.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-30

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1958

We hereby certify, that the annexed
Order Nisi Sale
Eq. 12,805
Francis G. Good
was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of November, 1958. The first insertion being made the 9th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 5563 1958 NOV -5 AM 11:20 H. Tilghman

14

LIBER 114 PAGE 527

Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City

VS,

Francis G. Good and Violet Good, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

FRED J. VAN SLYKE
Attorney
730 N. Collington Ave., Balto., Md.

Mortgage Sale

Of Valuable Fee-Simple Brick and Stone Bungalow Property

On Illinois Avenue, Known As Lots 18, 19, 20, 21, 22, Block 15, Cedarhurst, Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a mortgage from Francis G. Good and Violet L. Good, his wife, to Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City, a body corporate, dated July 29, 1954 and recorded in the Land Records of Anne Arundel County, default having occurred thereunder, the undersigned, Attorney-named-in-mortgage will sell at public auction on the premises

On Monday, September 29, 1958 at 2 o'clock P.M.

ALL THOSE LOTS OF GROUND SITUATE AND LYING IN ANNE ARUNDEL COUNTY, MD. and described as follows:

BEING known and designated as Lots Nos. 18, 19, 20, 21 and 22, Block 15, as shown on the Plat of Cedarhurst, which plat is filed among the Land Records of Anne Arundel County, in Plat Cabinet 1, Rod I, Folio 7.

BEING the same lots of ground which by Deed dated of even date, and recorded prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by James N. Baker, Widower, et al., unto the Mortgagors herein.

Property being sold subject to restrictions of record, if any. PROPERTY IN FEE SIMPLE AND IMPROVED BY STONE AND BRICK BUNGALOW.

Terms Of Sale: A cash deposit of $500 will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Unpaid portion of purchase price to bear interest from day of sale to day of settlement at 6%. Taxes and all other charges to be adjusted from day of sale.

FRED J. VAN SLYKE,
Attoney-named-in-Mortgage
ALEX COOPER, Auctioneer
212 N. Calvert Street
Balto. 2, Md.
Pl. 2-4868

S-25

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 29th day of September, 1958, sold the property described in the attached advertisement of sale at and for the sum of $9,100.00 to James N. Baker and Helen Baker, sister, joint tenants, they being at that figure the highest bidders therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper — Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 29th day of September, 1958 purchased the property described in the attached advertisement of sale from Fred J. Van Slyke, Attorney named in the mortgage, at and for the sum of $9,100.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale

James N. Baker
James N. Baker — Purchaser

Test:
B. Eugene [illegible]

Helen Baker
Helen Baker, sister — Purchaser

FILED

1958 NOV 17 PM 2:22

15

LIBER 114 PAGE 528

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM FRANCIS G. GOOD AND VIOLET L. GOOD, HIS WIFE TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
	:	OF
	:	ANNE ARUNDEL COUNTY
VS.	:	IN EQUITY
FRANCIS G. GOOD AND VIOLET L. GOOD, HIS WIFE	:	DOCKET NO. FOLIO
	:	Case No. 12805

P E T I T I O N

TO THE HONORABLE JUDGE OF SAID COURT:

The Petition of Fred J. Van Slyke, Attorney named in the Mortgage in the above entitled case respectfully sets forth that he has in accordance with the terms of said mortgage qualified by filing Bond, has duly and properly advertised and sold the property mentioned in said Mortgage at public sale, and on October 4th, 1958 reported said sale in this Court.

That said Report of Sale contains certain information as to the advertisement thereof not factually correct.

WHEREFORE your Petitioner prays this Honorable Court to permit him to file a new Report of Sale, setting forth all the information contained in the Report heretofore filed with certain corrections as to the newspapers in which the advertisement for sale appeared, and that said new Report of Sale may be entered in these proceedings in the place and stead of the Report heretofore filed on October 4th, 1958.

AND AS IN DUTY BOUND, ETC.

Fred J. Van Slyke

Fred J. Van Slyke, Attorney named in the Mortgage

FILED

1958 NOV 19 AM 9:23

16

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 18th day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Fred J. Van Slyke, Attorney named in the Mortgage, and made oath that the facts set forth in the aforegoing Petition are true as therein stated.

AS WITNESS my hand and Notarial Seal.

James Doyle, 3rd, Notary Public

17

UPON the aforegoing Petition and Affidavit, it is ORDERED by the Circuit Court of Anne Arundel County, in Equity, this 19th day of November, 1958 that Fred J. Van Slyke, Attorney named in the Mortgage in the above entitled case, be, and he is hereby, authorized to file an amended or corrected Report of Sale in these proceedings, and that the same may be entered nunc pro tunc on the Clerk's Docket as of October 4th, 1958,

Benjamin Marbaugh

FILED
1958 NOV 19 PM 3:53

18

LIBER 114 PAGE 531

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM FRANCIS G. GOOD AND VIOLET L. GOOD, HIS WIFE TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
VS.	:	IN EQUITY
FRANCIS G. GOOD AND VIOLET L. GOOD, HIS WIFE	:	Docket No. Folio Case No. 12805

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

The Report of Sale of Fred J. Van Slyke, Attorney named in the Mortgage in the above entitled cause to make sale of fee simple property known as Lots Numbers 18, 19, 20, 21 and 22, Block 15, as shown on the Plat of Cedarhurst, which Plat is filed among the Land Records of Anne Arundel County, in Plat Cabinet 1, Rod 1, Folio 7, situate on Illinois Avenue, 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, 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 daily newspaper and the Maryland Gazette, a weekly newspaper, published in Anne Arundel County, State of Maryland, for more than three successive weeks preceding the date of sale, the said Fred J. Van Slyke, Attorney named in the Mortgage did pursuant to said notice on Monday, the 29th day of September, 1958, at 2:00 o'clock P.M., attend on the premises and then and there sold fee simple property situate on Illinois Avenue, Anne Arundel County, State of Maryland, unto James N. Baker and Helen Baker, His Sister, as Joint Tenants and not as Tenants in Common, at and for the sum of Nine thousand one hundred Dollars ($9,100.00), said property being described as follows:-

BEING known and designated as Lots Nos. 18, 19, 20, 21 and 22, Block 15, as shown on the Plat of Cedarhurst, which plat is filed among the Land Records of Anne Arundel County, in Plat Cabinet 1, Rod 1, Folio 7.

Fred J. Van Slyke, Attorney named in the Mortgage

FILED
1958 NOV 19 PM 3:53
Munic Bruning & Co. ordered
OCTOBER 4, 1938
Court
11-19-58

19

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 18th day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Fred J. Van Slyke, 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 duly made.

AS WITNESS my hand and Notarial Seal.

JAMES DOYLE 3RD. NOTARY PUBLIC BALTIMORE CO. MD.

James Doyle 3rd Notary Public

In the Case of

Fred J. Van Slyke,
Attorney named in Mortgage
vs.
Francis G. Good
and
Violet L. Good, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,805 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. Zickling
Auditor.

November 29, 1958

FILED

1958 DEC -3 PM 1:45

Dr. Fred J. Van Sluke, Attorney named in Mortgage vs. Francis G. Good and Violet L. Good, his wife — in ac.

To Attorney for fee, viz:	100	00		
To Attorney for Commissions, viz:	304	85	404	85
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	37	25		
Auditor - stating this account	18	00		
			65	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	21	91		
U.S. Fidelity & Guaranty Co.-bond premium	32	00		
Alex Cooper - auctioneer's fee	287	50		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	5	22		
James Doyle, 3rd - notary fees	1	50		
			412	36
To Bohemian Building, Loan and Savings Ass'n "Slavie" of Baltimore City, mortgagee - in full for mortgage claim	6,865	26		
To James N. Baker, second mortgagee - this balance on account second mortgage claim	1,449	39	1,449	39
			9,197	11
Amount of second mortgage claim filed	1,208	00		
Interest thereon from 7/29/54 to 9/29/58 - 4 years 2 months	302	00		
	1,510	00		
Cr. Amount allowed above	1,449	39		
Balance subject to decree in personam	60	61		

22

with

Fred J. Van Slyke, Attorney named in Mortgage

Cr.

1958						
Sept.	29	Proceeds of Sale	9,100	00		
		Interest on deferred payment of $8,600.00 - 1 month 13 days	61	63	9,161	63
		Refund 1958 State and County taxes ($40.33) - 3 months 1 day	35	48	35	48
					9,197	11

LIBER 114 PAGE 536

ORDER NISI

Fred J. Van Slyke,
Attorney named in Mortgage

VERSUS

Francis G. Good
and
Violet L. Good, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,805 Equity.

ORDERED, This 3rd day of December, 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 12th 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 12th day of January next.

FILED
DEC -3 PM 1:45
1958

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of January, 1959, 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 ~~Grantee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 JAN 13 PM 1:18

Benjamin Michaelson
Judge

24

LIBER 114 PAGE 537 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Circuit - Assets Eq 12805

Francis G. Good

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,805 Equity

FRED J. VAN SLYKE,
Attorney Named In Mortgage
VERSUS
FRANCIS G. GOOD and
VIOLET L. GOOD, his wife

Ordered, this 3rd day of December, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of 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 12th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-24

FILED
1959 JAN -7 AM 9:49

No. M. G. 16831

25

LIBER 114 PAGE 538

JOHN O. DUMLER, Attorney named in Mortgage	*	In The Circuit Court
	*	
Vs.	*	For
VIRGINIA BROCK	*	Anne Arundel County (In Equity)
* - * - *		Equity No. 12,835

Mr. Clerk:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".

John O. Dumler

John O. Dumler

Attorney named in Mortgage

FILED

1958 SEP -3 AM 10:59

Form 812

[DR.—CITY OR COUNTY]

LIBER 854 PAGE 54

John O. Dumler, Attorney named in Mortgage
Vs.
Virginia Brock

Mortgage

LIBER 114 PAGE 539.

THIS MORTGAGE, Made this 3rd day of August, in the year Nineteen Hundred and Fifty-four, by and between Virginia Brock, unmarried,

Equity No. 12,535

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Seventy-five Hundred Dollars ($ 7500.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Seventy-five Hundred Dollars ($ 7500.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Seventy-two Dollars ($ 72.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of September, 1954, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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

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

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Third District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING the northeasternmost portions of Lots Nos. 1 and 2, in Block "A", Whitney's Landing, which lot is more particularly described in a deed from William A. Fehl and wife to the herein named Mortgagor, dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, to which deed reference is hereby made for the purpose of incorporating herein the description therein contained in as full and complete a manner as if incorporated verbatim herein, saving and excepting the rights of way therein mentioned.

FILED
1958 SEP -3 AM 10:59

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

Provided, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

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

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

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

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS:

Virginia Brock (SEAL)

Antoinette M. Granese

_____ (SEAL)

_____ (SEAL)

_____ _____ (SEAL)

STATE OF MARYLAND, BALTIMORE CITY , to wit: August

I HEREBY CERTIFY, That on this 3rd day of ~~June~~ , 1954 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Virginia Brock, known to me to be

the above-named Mortgagor(s), and she acknowledged the foregoing Mortgage to be her act:

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

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

Antoinette M. Granese

Antoinette M. Granese Notary Public

My commission expires May 2, 1955

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Recorded-12th-Aug.-1954-at-9-A.M.

LIBER 114 PAGE 542

(3)

ANNE ARUNDEL COUNTY

Mortgage

FROM

VIRGINIA BROCK

TO

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Received for Record 12 Day of Aug. 1954 at 9 A.M. and the same day recorded in Liber J. H. B., No. 854 Fol. 54 Land Records of Anne Arundel County

Clerk

JOHN H. HOPKINS, 3rd

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

19 6 25

File No. 2938-T

Property:

Part of Lots 1-2, Block A Whitney's Landing

Description approved

Execution approved

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

LIBER 114 PAGE 543

John O. Dumler, Attorney

named in Mortgage

vs.

Virginia Brock,

IN THE

CIRCUIT COURT

FOR ~~XXX~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

(In Equity)

Docket 17 Folio 416

Equity No. 12,835

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Carl F. Dockman, President of Capital Savings and Loan Association, Inc.

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

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

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

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

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

Carl F. Dockman

Carl F. Dockman *Affiant.*

Subscribed and sworn to before me

this second day of September 1958

Antoinette M. Granese

Antoinette M. Granese *Notary Public*

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD

My commission expires May 4, 1959

FILED

1958 SEP -3 AM 10:59

6

LIBER 114 PAGE 544

JOHN O. DUMLER ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
	*	
VS.	*	FOR
VIRGINIA BROCK	*	ANNE ARUNDEL COUNTY (In Equity)
	* - * - *	Equity No. 12,835

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated August 3, 1954	$7,500.00
Less payment to date	444.17
Balance as of October 1, 1958.	$7,055.83

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 16th day of September, in the year one thousand nine hundred fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese

Antoinette M. Granese Notary Public

My commission expires May 4, 1959

FILED

1958 SEP 17 AM 9:22

7243 144

LIBER 114 PAGE 545

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 9 PAGE 415

12,535 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler, Attorney named in mortgage, 1406 Fidelity Bldg., Baltimore, Md. 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 Eight Thousand & 00/100 ($8,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of September in the year of our Lord one thousand nine hundred and Fifty-eight

WHEREAS, the above bounden John O. Dumler, Attorney named in Mortgage by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of John O. Dumler, Attorney named in mortgage

vs:

Virginia Brock

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden John O. Dumler, Attorney named in mortgage

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

Signed, sealed and delivered in the presence of:

Ann Harrison
Ann Harrison

John O. Dumler (SEAL)
John O. Dumler, Attorney named in mortgage

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Rosalie Ziegler
Rosalie Ziegler *As to Surety*

By Roy E. Julie, Jr.
Roy E. Julie, Jr. Attorney-in-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

FILED

1958 SEP 17 AM 9:22

Bond filed and approved this 15th day of September 1958
George T. Cromwell, Clerk

MD3116a—250, 9-57 147448
Trustee's Bond

JOHN O. DUMLER ATTORNEY NAMED IN MORTGAGE

LIBER 114 PAGE 546

VS.

VIRGINIA BROCK

IN THE CIRCUIT COURT

Equity No. 12835

FOR

ANNE ARUNDEL COUNTY
(In Equity)

* - * - *

KOHLERMAN AND DUMLER,
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

situate on the west side of Severn Road at Whitney's Landing, in the Third District of Anne Arundel County.

Under and by virtue of the power and authority contained in a mortgage from Virginia Brock, unmarried, to The Capital Building and Loan Association of Baltimore City, a body corporate, dated the third day of August, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 854, folio 54, (default having occurred thereunder), the undersigned, the Attorney named in mortgage, will sell at public auction on the premises on Wednesday, the first day of October, 1958, at 2:00 P.M., all that lot of ground situate and lying in the Third District of Anne Arundel County, State of Maryland, and being described as follows:

BEGINNING for the same on the easternmost side of Walnut Road extended, at a point fifty feet southerly from the southernmost line of Lot No. 3 in Section A on the hereinafter mentioned plat; and running thence South sixty-nine degrees fifty-six minutes east (S 69° 56' E) parallel with the southernmost side of Lot No. 3 about one hundred and twenty-three feet, more or less, to the westernmost side of Severn Road; thence along said side of said road fifty feet, more or less, to Lot No. 3 on said plat; thence along the southernmost side of Lot No. 3, North sixty-nine degrees fifty-six minutes west one hundred and twenty-three feet (N 69° 56' W 123'), more or less, to the easternmost side of a ten foot walk; thence along said walk fifty feet, more or less, to the place of beginning. SAVING AND EXCEPTING, however, about fifteen feet along the westernmost side of said lot and fifteen feet along the northernmost side of said lot as an outlet to the Severn Road, to be used in common.

THE lot above described being the northernmost portions of Lots Nos. 1 and 2, in Block "A", on a plat of Whitney's Landing, recorded in Plat Book No. 1, Section 3 Page 199, one of the plat records of Anne Arundel County.

The above property is in fee simple, and the improvements consist of a frame dwelling.

The above property is subject to the condtions and restrictions contained in a deed dated February 14, 1923, and recorded among the aforesaid Land Records in Liber W.N.W. No. 57, folio 480.

TERMS OF SALE: A cash deposit of Seven Hundred Dollars ($700.00) will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of the sale by the Circuit Court of Anne Arundel County, to bear interest from date of sale to day of settlement at six per centum (6%) per annum. Taxes, sanitary charges, and any other public charges, if any, to be adjusted to day of sale.

JOHN O. DUMLER
Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers.

S-25

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this first day of October, 1958, sold the property described in the attached advertisement of sale at and for the sum of $6500 to Capital Savings and Loan Association, Inc., being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made. E.T. Newell & Co. Inc

E. T. Newell & Co. auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have this first day of October, 1958, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $6,500.00 and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

John O. Dumler

Capital Savings and Loan Association, Inc.
Purchaser

By

Joseph J. Dockman,
Vice-President

FILED

1958 OCT -3 AM 11:19

LIBER 114 PAGE 547

JOHN O. DUMLER ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
	*	
VS.	*	FOR Equity No. 12 835
VIRGINIA BROCK	*	ANNE ARUNDEL COUNTY (In Equity)
	*	

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

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

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the first day of October, 1958 at 2:00 P.M., sell on the premises, the aforesaid fee simple property unto Capital Savings and Loan Association, Inc. at and for the sum of Six Thousand Five Hundred Dollars ($6,500.00), the said Capital Savings and Loan Association, Inc. having offered the greatest price therefore.

John O. Dumler

JOHN O. DUMLER
Attorney named in mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 2nd day of October, in the year one thousand nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY 1958 OCT 3 BALTIMORE, MD.

FILED

Antoinette M. Granese

Antoinette M. Granese Notary Public

My commission expires May 4, 1959

ORDER NISI

LIBER 114 PAGE 548

John O. Dumler, Attorney Named in Mortgage

versus

Virginia Brock

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,835 Equity

Ordered, this 3rd day of October, 19 58, That the sale of the Property in these proceedings mentioned made and reported by John O. Dumler, Attorney named in the Mortgage ~~Trustees~~

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

The report states that the amount of sales ~~made~~ was $ 6,500.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 OCT 3 AM 11:19

TEST George T. Cromwell Clerk.

(Final Order)

John O. Dumler, Attorney Named in Mortgage

versus

Virginia Brock

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of November finally, 19 58, that the sale made and reported by the attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1958 NOV 13 AM 10:25

KOHLERMAN AND DUMLER,
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

situate on the west side of Severn Road at Whitney's Landing, in the Third District of Anne Arundel County.

Under and by virtue of the power and authority contained in a mortgage from Virginia Brock, unmarried, to The Capital Building and Loan Association of Baltimore City, a body corporate, dated the third day of August, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 854, folio 54, (default having occurred thereunder), the undersigned, the Attorney named in mortgage, will sell at public auction on the premises on Wednesday, the first day of October, 1958, at 2:00 P.M., all that lot of ground situate and lying in the Third District of Anne Arundel County, State of Maryland, and being described as follows:

BEGINNING for the same on the easternmost side of Walnut Road extended, at a point fifty feet southerly from the southernmost line of Lot No. 3 in Section A on the hereinafter mentioned plat: and running thence South sixty-nine degrees fifty-six minutes east (S 69° 56' E) parallel with the southernmost side of Lot No. 3 about one hundred and twenty-three feet, more or less, to the westernmost side of Severn Road: thence along said side of said road fifty feet, more or less, to Lot No. 3 on said plat; thence along the southernmost side of Lot No. 3, North sixty-nine degrees fifty-six minutes west one hundred and twenty-three feet (N 69° 56' W 123'), more or less, to the easternmost side of a ten foot walk; thence along said walk fifty feet, more or less, to the place of beginning. SAVING AND EXCEPTING, however, about fifteen feet along the westernmost side of said lot and fifteen feet along the northernmost side of said lot as an outlet to the Severn Road, to be used in common.

THE lot above described being the northernmost portions of Lots Nos. 1 and 2, in Block "A", on a plat of Whitney's Landing, recorded in Plat Book No. 1, Section 3 Page 199, one of the plat records of Anne Arundel County.

The above property is in fee simple, and the improvements consist of a frame dwelling.

The above property is subject to the condtions and restrictions contained in a deed dated February 14, 1923, and recorded among the aforesaid Land Records in Liber W.N.W. No. 57, folio 480.

TERMS OF SALE: A cash deposit of Seven Hundred Dollars ($700.00) will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of the sale by the Circuit Court of Anne Arundel County, to bear interest from date of sale to day of settlement at six per centum (6%) per annum. Taxes, sanitary charges, and any other public charges, if any, to be adjusted to day of sale.

JOHN O. DUMLER
Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers.

S-25

LIBER 114 PAGE 549 OFFIC. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 13, 1958

We hereby certify, that the annexed Mortgage Sale 12,835 Virginia Brock

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 1st day of October, 1958. The first insertion being made the 4th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 OCT 1 PM 9:38
By H. Tilghman

OFFIC. OF

LIBER 114 PAGE 550

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. 12,835 Equity

JOHN O. DUMLER,
Attorney Named in Mortgage
VERSUS
VIRGINIA BROCK

Ordered, this 3rd day of October, 1958, That the sale of the property in these proceedings mentioned made and reported by John O. Dumler, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $6,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-30

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,835

Virginia Brock

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of November, 1958. The first insertion being made the 9th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 5566 1958 NOV -6 PM 2:36 By H. Tilghman

13

LIBER 114 PAGE 551

In the Case of

John O. Dumler,
Attorney named in Mortgage

VS.

Virginia Brock

In the

Circuit Court

For

Anne Arundel County

No. 12,835 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. Jacklung
Auditor.

November 19, 1958

FILED

1958 NOV 21 AM 11:49

Dr. John O. Dumler, Attorney named in Mortgage vs. Virginia Brock in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	226	31	301	31
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	61	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	11	80		
Fidelity & Deposit Co. of Md.-bond premium	32	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	75	00		
One-half Federal documentary stamps -	3	58		
One-half State documentary stamps	3	57		
Antoinette M. Granese - notary fees	1	50	202	69
To The Capital Building and Loan Ass'n of Baltimore City, Mortgagee - this balance on account mortgage claim	6,005	72	6,005	72
			6,565	72
Amount of mortgage claim filed	7,055	83		
Cr. Amount allowed above	6,005	72		
Balance subject to decree in personam	1,050	11		

15

with John O. Dumler, Attorney named in Mortgage Cr.

1958							
Oct.	1	Proceeds of Sale	6,500	00			
		Interest on deferred payment of $5,800.00 - 1 month 15 days	43	50	6,543	50	
		Refund 1958 State and County taxes ($88.88) - 3 months	22	22	22	22	
					6,565	72	

LIBER 114 PAGE 554

ORDER NISI

John O. Dumler,

Attorney named in Mortgage

VERSUS

Virginia Brock

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,835 Equity.

ORDERED, This 21st day of November, 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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of December next.

George T. Cromwell
Clerk

1958 NOV 21 AM 11:49

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of January, 19 59 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
1959 JAN 14 AM 9:53

Benjamin Michaelson
Judge.

17

OFFICE OF

Maryland Gazette

LIBER 114 PAGE 555

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. 12,835 Equity
JOHN O. DUMLER,
Attorney named in Mortgage
VERSUS
VIRGINIA BROCK

Ordered, this 21st day of November, 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 December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of December next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

D-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 13, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,835 Auditor Account Virginia Brock 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 December, 1958. The first insertion being made the 26th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 1959 JAN 13 PM 12:59

18

LIBER 114 PAGE 556

IN THE MATTER OF THE SALE OF	*	No. 12864 Equity
THE MORTGAGED REAL ESTATE OF	*	In the Circuit Court
WILLIAM GLENN RENNIE AND	*	for
MARLENE RENNIE, HIS WIFE, AND	*	Anne Arundel County
THOMAS W. RENNIE AND		
CATHERINE RENNIE, HIS WIFE		

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1958 SEP 16 PM 12:28

L 2155

LIBER 904 PAGE 113

No. 12,864 Equity

PURCHASE MONEY LIBER 114 PAGE 557

This Mortgage, made this 17th day of February

in the year one thousand nine hundred and fifty-five, between William Glenn Rennie and Marlene Rennie, his wife, and Thomas W. Rennie and Catherine Rennie, his wife of Anne Arundel Co., 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.

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

TEN THOUSAND FIVE HUNDRED DOLLARS - ($10,500.00)

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

By the payment of SEVENTY SIX DOLLARS - - - - - - - - - - - - - - - - ($76.00) 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 17th 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 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 amount so paid on the principal.

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

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

BEGINNING for the same at a concrete monument now set at the point where the southwest side of a 30 ft. road known as Lincoln Avenue is intersected by the northwest side of a 30 ft. road known as Newfield Road, the said point of beginning being also set distant, as referred to the true meridian, North 18° 28' West, 151.16 ft. from the beginning of the South 11° 05' East, 150 ft. line of a conveyance from George S. Schuman and wife to Neven Crumbacker and wife by deed dated September 15, 1945 and recorded among the Land Records of Anne Arundel County in Liber JHH 340, Folio 230 and running thence with the southwest side of Lincoln Avenue, North 18° 28' West, 50 ft. to a hub; thence leaving the said Lincoln Avenue and running South 70° 57' West, 98.50 ft. to a hub; thence running South 19° 03' East, 50 ft. to the northwest side of aforesaid Newfield Road; thence running with the northwest side of the said Newfield Road, North 70° 57' East, 98.59 ft. to the place of beginning, the improvements thereon known as No. 405 Lincoln Avenue, Glen Burnie, Md.

BEING the same property conveyed to the within-named Mortgagors by Frank L. Mewshaw, Jr., and Marie B. Mewshaw, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1958 SEP 16 PM 12:28

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 kitchin accessories, such as sink, built-in kitchin 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 Mortgagors , 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, 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 theron.

V. That the holder of this 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 Mortgagors , 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 Mortgagors , his, her or their heirs, personal representatives or assigns may retain posssession of the mortgaged property.

And the said Mortgagors consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 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 — 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 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 Mortgagors , his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagors 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 Mortgagors 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 Mortgagors .

WITNESS:

Pauline M. Bozman
Pauline M. Bozman

William Glenn Rennie (SEAL)
William Glenn Rennie

Marlene Rennie (SEAL)
Marlene Rennie

Thomas W. Rennie (SEAL)
Thomas W. Rennie

Catherine Rennie (SEAL)
Catherine Rennie

LIBER 114 PAGE 560

SOMERSET

State of Maryland, ~~Anne Arundel~~ County, to wit: LIBER 904 PAGE 116

I HEREBY CERTIFY, that on this 17th day of February in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William Glenn Rennie and Marlene Rennie, his wife, and Thomas W. Rennie and Catherine Rennie, 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.

Pauline M. Bozman
NOTARY PUBLIC
Pauline M. Bozman

My Commission expires 5/2/55

Recorded- 18th Feb., 1955, at 11:20 A.M.

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

PURCHASE MONEY
MORTGAGE
FROM
WILLIAM GLENN RENNIE, ET AL

TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 18 Feb. 1955
19 55 at 11.20 o'clock A M.
Same day recorded in Liber 904
No. 904 folio 113 &c. one of the Land Records of Anne Arundel County
and examined per JOHN H. HOPKINS, 2nd Clerk.
Cost of Record $ 5.25

25 handbills

LIBER 114 PAGE 561 No. 12,864 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 William Glenn Rennie and Marlene Rennie, his wife, and Thomas W. Rennie and Catherine Rennie, his wife to United Federal Savings and Loan Association of Glen Burnie, dated February 17, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 904, folio 113, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, OCTOBER 14, 1958

at 11:30 o'clock A.M.

All that tract or parcel 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 a concrete monument now set at the point where the southwest side of a 30 ft. road known as Lincoln Avenue is intersected by the northwest side of a 30 ft. road known as Newfield Road, the said point of beginning being also set distant as referred to the true meridian, North 18° 28' West, 151.16 ft. from the beginning of the South 11° 05' East, 150 ft. line of a conveyance from George S. Schuman and wife to Neven Crumbacker and wife by deed dated September 15, 1945, and recorded among the Land Records of Anne Arundel County in Liber JH H No. 340, Folio 230 and running thence with the southwest side of Lincoln Avenue, North 18° 28' West, 50 ft. to a hub; thence leaving the said Lincoln Avenue and running South 70° 57' West, 98.50 ft. to a hub; thence running South 19° 03' East, 50 ft. to the northwest side of aforesaid Newfield Road; thence running with the northwest side of the said Newfield Road, North 70° 57' East, 98.50 ft. to the place of beginning, the improvements thereon known as No. 405 Lincoln Avenue, Glen Burnie, Maryland.

BEING the same property conveyed to William Glenn Rennie and Marlene Rennie, his wife, and Thomas W. Rennie and Catherine Rennie, his wife, by Frank L. Mewshaw, Jr., and Marie B. Mewshaw, his wife by deed dated February 17, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 904, folio 111.

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.

FILED

1958 SEP 16 PM 12:28

6

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell,
Auctioneer

Maryland Gazette Press
September 18, 25, 1958 and
October 2, 9, 1958

7

LIBER 114 PAGE 563

In the Matter of the Mortgaged * No. 14.864 Equity
Real Estate of William Glenn Rennie * In the Circuit Court
and Marlene Rennie, his wife, et al * 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
19th day of September, 1958.

Grace Senseney
Grace Senseney, Notary Public

My commission expires May 4, 1959.

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED
1958 SEP 22 AM 9:48

8

227 ST PAUL STREET
BALTIMORE, MD.

New Amsterdam Casualty Company

60 JOHN STREET
NEW YORK

A STOCK COMPANY

LIBER 9 PAGE 430

BOND NO. 279193 No. 12,864 Equity

LIBER 114 PAGE 564

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 TEN THOUSAND FIVE HUNDRED AND NO/100 ($10,500.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors, and administrators jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of September, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from William Glenn Rennie and Marlene Rennie, his wife, and Thomas W. Rennie and Catherine Rennie, his wife to United Federal Savings and Loan Association, bearing date February 17, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 904, Folio 113, 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:

Grace Senseney
Grace Senseney

William W. Townshend Jr. (SEAL)

Witness as to Surety:

S. Alvey
S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

BY: R. H. Nichols
R. H. Nichols, Attorney-in-fact

Bond Approved this 3rd day of October 1958.
George T. Cromwell Clerk

FILED
1958 OCT -3 PM 1:31

9

LIBER 114 PAGE 565

In the Matter of the Mortgaged	*	No. 12,864	Equity
Real Estate of William Glenn	*	In the Circuit Court	
Rennie and Marlene Rennie, his	*	for	
wife, et al	*	Anne Arundel County	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from William Glenn Rennie and Marlene Rennie, his wife, et al, dated February 17, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 904, folio 113		$10,500.00
Total amount paid on principal	$980.77	
Credit expense Account	34.14	1,014.91
		$ 9,485.09
Interest 5/1/58 to 9/30/58	$238.00	
Interest 10.1/58 to 10/14/58	23.80	261.80
Total amount of mortgage indebtedness		$ 9,746.89

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUN DEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of October, 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.

Grace Senseney
Grace Senseney, Notary Public

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO.

10

LIBER 114 PAGE 566

Robert H. Campbell - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from William Glenn Rennie and Marlene Rennie, his wife, and Thomas W. Rennie and Catherine Rennie, his wife to United Federal Savings and Loan Association of Glen Burnie, dated February 17, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 904, folio 113, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, Oct. 14, 1958

AT 11:30 O'CLOCK A.M.

All that tract or parcel 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 a concrete monument now set at the point where the southwest side of a 30-ft. road known as Lincoln Avenue is intersected by the northwest side of a 30 ft. road known as Newfield Road, the said point of beginning being also set distant as referred to the true meridian, North 18° 28′ West, 151.16 ft. from the beginning of the South 11° 05′ East, 150 ft. line of a conveyance from George S. Schuman and wife to Neven Crumbacker and wife by deed dated September 15, 1945, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 340, Folio 230 and running thence with the southwest side of Lincoln Avenue, North 18° 28′ West, 50 ft. to a hub; thence leaving the said Lincoln Avenue and running South 70° 57′ West, 98.50 ft. to a hub; thence running South 19° 03′ East, 50 ft. to the northwest side of aforesaid Newfield Road; thence running with the northwest side of the said Newfield Road, North 70° 57′ East, 98.50 ft. to the place of beginning, the improvements thereon known as No. 405 Lincoln Avenue, Glen Burnie, Maryland.

BEING the same property conveyed to William Glenn Rennie and Marlene Rennie, his wife, and Thomas W. Rennie and Catherine Rennie, his wife, by Frank L. Mewshaw, Jr., and Marie B. Mewshaw, his wife, by deed dated February 17, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 904, folio 111.

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 OCT 15 AM 11:56

11

Annapolis, Maryland
October 14, 1958

I hereby certify that I have this 14th day of October, 1958, sold the property of William W. Townshend, Jr., known as No. 405 Lincoln Avenue, Glen Burnie, Fifth Election District of Anne Arundel County, State of Maryland, unto

Robert T. Nail and Lois N. Nail, his wife

at and for the sum of $12,000.00

being then and there the highest bidder(s) therefor.

Robert H. Campbell

ANNAPOLIS, Maryland
October 14, 1958

I/We hereby certify that I/we have this 14th day of October 1958, purchased from William W. Townshend, Jr., Attorney, the property known as No. 405 Lincoln Avenue, Glen Burnie, Fifth Election District, Anne Arundel County, Maryland, at and for the sum of $12,000.00

and I/we hereby agree to comply with the terms of sale.

Robert T. Nail, Purchaser

Lois N. Nail, Purchaser

as tenants by the entireties

FILED

1958 OCT 15 AM 11:56

12

In the Matter of the Mortgaged Real * No. 12,864 Equity
Estate of William Glenn Rennie and * In the Circuit Court for
Marlene Rennie, his wife, et al * 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 William Glenn Rennie and Marlene Rennie, his wife, and Thomas W. Rennie and Catherine Rennie, his wife, dated February 17, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 904, folio 113, 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 requisities 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, October 14, 1958, at 11:30 o'clock A.M., and then and there sold the said property to Robert T. Nail and Lois N. Nail, his wife, as tenants by the entireties, at and for the sum of Twelve Thousand Dollars ($12,000.00), being at that figure the highest bidder therefor, said property described as follows:

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, the improvements thereon being known as No. 405 Lincoln Avenue, Glen Burnie, and more particularly described by metes and bounds in deed dated February 17, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 904, folio 111.

FILED
1958 OCT 15 AM 11:56

13

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of October, 1958, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Grace Senseney
Grace Senseney, Notary Public

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

14

LIBER 114 PAGE 570

ORDER NISI

In the Matter of the Mortgaged Real Estate of William Glenn Rennie and Marlene Rennie, his wife, et al

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,864 Equity

Ordered, this 15th day of October, 19 58, 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 24th 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 24th day of November next.

The report states that the amount of sales was $ 12,000.00

George I. Cromwell Clerk.

True Copy.

FILED 1958 OCT 15 AM11:56

TEST: Clerk.

(Final Order)

In the Matter of the Mortgaged Real Estate of William Glenn Rennie and Marlene Rennie, his wife, et al

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of November, 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 J. Evans Judge

FILED

1958 NOV 25 PM 2:08

15

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building, South St.
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from William Glenn Rennie and Marlene Rennie, his wife, and Thomas W. Rennie and Catherine Rennie, his wife to United Federal Savings and Loan Association of Glen Burnie, dated February 17, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 904, folio 113, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tues., Oct. 14, 1958
at 11:30 o'clock A.M.

All that tract or parcel 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 a concrete monument now set at the point where the southwest side of a 30 ft. road known as Lincoln Avenue is intersected by the northwest side of a 30 ft. road known as Newfield Road, the said point of beginning being also set distant as referred to the true meridian, North 18° 28' West, 151.16 ft. from the beginning of the South 11° 05' East, 150 ft. line of a conveyance from George S. Schuman and wife to Neven Crumbacker and wife by deed dated September 15, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 340, Folio 230 and running thence with the southwest side of Lincoln Avenue, North 18° 28' West, 50 ft. to a hub; thence leaving the said Lincoln Avenue and running South 70° 57' West, 98.50 ft. to a hub; thence running South 19° 03' East, 50 ft. to the northwest side of aforesaid Newfield Road; thence running with the northwest side of the said Newfield Road, North 70° 57' East, 98.50 ft. to the place of beginning, the improvements thereon known as No. 405 Lincoln Avenue, Glen Burnie, Maryland.

BEING the same property conveyed to William Glenn Rennie and Marlene Rennie, his wife, and Thomas W. Rennie and Catherine Rennie, his wife, by Frank L. Mewshaw, Jr., and Marie B. Mewshaw, his wife by deed dated February 17, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 904, folio 111.

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.

O-9

LIBER 114 PAGE 571 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 16, 1958

We hereby certify, that the annexed

Attorney's Sale

William Glenn Rennie

12864

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of October, 1958. The first insertion being made the 18th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 OCT 16 PM 3:41

By [illegible]

LIBER 114 PAGE 572

227 ST PAUL STREET
BALTIMORE, MD.

New Amsterdam Casualty Company

60 JOHN STREET
NEW YORK

A STOCK COMPANY

BOND NO. 279193

No. 12,864 Cont.

ADDITIONAL

LIBER 9 PAGE 442

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 ONE THOUSAND FIVE HUNDRED AND NO/100 - ($1,500.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors, and administrators jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of October, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from William Glenn Rennie and Marlene Rennie, his wife, and Thomas W. Rennie and Catherine Rennie, his wife to United Federal Savings and Loan Association, bearing date February 17, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 904, Folio 113, 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:

Grace Sweeney

William W. Townshend Jr.

Witness as to Surety:

S. Alvey
S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

BY: R. H. Nichols
R. H. Nichols, Attorney-in-fact

Bond approved this 21st day of October 1958
George T. Cromwell, Clerk

FILED

1958 OCT 21 AM 9:31

17

LIBER 114 PAGE 573 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. 12,864 Equity

In the Matter of the Mortgaged Real Estate of WILLIAM GLENN RENNIE and MARLENE RENNIE, his wife, et al

Ordered, this 15th day of October, 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 24th 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 24th day of November next.

The report states that the amount of sale was $12,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

N-13

FILED

No. 1958 NOV 25 AM 10: 27

18

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,864

William Glenn Rennie

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of November, 1958. The first insertion being made the 23rd day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 114 PAGE 574

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~his~~
William Glenn Rennie
and
Marlene Rennie, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 12,864 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. Fahling
Auditor.

December 1, 1958

FILED

1958 DEC -1 PM 1:54

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of William Glenn Rennie and Marlene Rennie, his wife

To Attorney for Commissions, viz:	392	42		
To Attorney for Fee, viz:	100	00	492	42
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	60	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	15	72		
New Amsterdam Casualty Co. -bond premiums	48	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	6	10		
One-half State documentary stamps	6	10		
Grace Senseney - notary fees	1	50	196	42
To Attorney for Benefit Charges, viz:				
Metered water to 10/1/58	4	50	4	50
To United Federal Savings & Loan Ass'n of Glen Burnie, Maryland - in full for mortgage claim	9,746	89	9,746	89
To William Glenn Rennie and Marlene Rennie, his wife, and Thomas W. Rennie and Catherine Rennie, his wife, mortgagors - this balance	1,610	66	1,610	66
			12,103	89

with

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

Cr.

1958						
Oct.	14	Proceeds of Sale	12,000	00		
		Interest on deferred payment of $11,500.00 to 11/25/58	80	64	12,080	64
		Refund 1958 State and County taxes ($112.69) - 2 months 17 days	23	25	23	25
					12,103	89

LIBER 114 PAGE 577

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ William Glenn Rennie and Marlene Rennie, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,864 Equity.

1958 DEC -1 PM 1:54 FILED

ORDERED, This 1st day of December, 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 5th 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 5th day of January next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of January, 19 59, 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
1959 JAN 14 AM 9:54

Benjamin Michaelson
Judge

22

LIBER 114 PAGE 578 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. 12,864 Equity

In the Matter of the Sale of the Mortgaged Real Estate of WILLIAM GLENN RENNIE and MARLENE RENNIE, his wife, et al

Ordered, this 1st day of December, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th day of 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 5th day of January next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 13, 1959

We hereby certify, that the annexed

Order Nisi Eq 12,864
Auditor account

William Glenn Rennie

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of January, 1959. The first insertion being made the 4th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 1958 JAN 13 PM 12:59

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LIBER 114 PAGE 579

In the Matter of the Sale	*	No. 12,848	Equity
of the Mortgaged Real Estate	*	In the Circuit Court	
of George L. Staehle and	*	for	
Audrey R. Staehle, 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

FILED

1958 SEP -9 AM 10:34

LIBER 114 PAGE 580

LIBER 1199 PAGE 27

L 3823

No. 12,548 Equity

First purchase money

This Mortgage, made this 18th day of April in the year one thousand nine hundred and fifty-eight, between GEORGE L. STAEHLE and AUDREY R. STAEHLE, 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

TWELVE THOUSAND DOLLARS ----------($12,000.00)

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 ONE HUNDRED TWO DOLLARS ----------($102.00) 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 that lot(s) of ground situate and lying in Seventh Elect. Dist., Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at the southeast corner of Block 17 at the intersection of Cedarhurst Drive with Spring Avenue and running thence northerly along the westerly side of said Spring Avenue for a distance of 173.7 ft.; thence leaving said Avenue and at right angles thereto westerly for a distance of 490 ft. to Lake Avenue; thence southerly along the easterly line of said Lake Avenue for a distance of 87.3 ft. to intersect the northerly line of Cedarhurst Drive as now located; thence easterly along the northerly line of said road or Drive as now located the three following distances: 190.7 ft. to the first right angle therein; 113.2 ft. to the second right angle therein and 198.6 ft. to Spring Avenue and the place of beginning. Being a part of Block 17 in a subdivision known as Cedarhurst on the Bay (1st Subdivision as per plat recorded among the Plat Records of said County in Plat Book 1, Folio 7), the portion of the block hereby conveyed includes the brick house as shown on said plat as located in said block and to slightly change the lines of Cedarhurst Drive.

BEING the same property conveyed to the within-named Mortgagors by Peter Mergenovich and Agatha L. Mergenovich, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

J.T.C 1199-34

FILED

1958 SEP -9 AM 10:34

4/18/58

2

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.

LIBER 114 PAGE 582

LIBER 1199 PAGE 29

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:

Alice Gary
Alice Gary

George L. Staehle (SEAL)

Audrey R. Staehle (SEAL)
Audrey R. Staehle

(SEAL)

LIBER 114 PAGE 583

LIBER 1199 PAGE 30

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 18th day of April, 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 said County, personally appeared George L. Staehle and Audrey R. Staehle, his wife, , the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ~~ROBERT C. WARD~~ 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.

9.50

Alice Gary
NOTARY PUBLIC

My Commission expires 5/4/59

Rec'd for record Apr 24 1958 at 2.43 P.M.
Mailed to Wm. W. Townshend Jr.

3623

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

First purchase money
MORTGAGE
FROM
George L. Staehle and
Audrey R. Staehle, his wife
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

9.50

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... folio ..... &c. one of the Land Records of Anne Arundel County, and examined per ..... Clerk.
Cost of Record $ .....

WILLIAM W. TOWNSHEND, JR

LIBER 114 PAGE 584 No. 12,848 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 George L. Staehle and Audrey R. Staehle, his wife, dated April 18, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1199, folio 27, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, OCTOBER 7, 1958

at 10:30 o'clock A.M.

All that lot of ground situate and lying in the Seventh Election District, Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at the southeast corner of Block 17, at the intersection of Cedarhurst Drive with Spring Avenue and running thence northerly along the westerly side of said Spring Avenue for a distance of 173.7 ft.; thence leaving said Avenue and at right angles thereto westerly for a distance of 490 ft. to Lake Avenue; thence southerly along the easterly line of said Lake Avenue for a distance of 87.3 ft. to intersect the northerly line of Cedarhurst Drive as now located; thence easterly along the northerly line of said road or Drive as now located the three following distances: 190.7 ft. to the first right angle therein; 113.2 ft. to the second right angle therein and 198.6 ft. to Spring Avenue and the place of beginning. Being a part of Block 17 in a subdivision known as Cedarhurst on the Bay (1st Subdivision as per plat recorded among the Plat Records of said County in Plat Book 1, Folio 7), the portion of the block hereby conveyed includes the brick house as shown on said plat as located in said block and to slightly change the lines of Cedarhurst Drive.

BEING the same property conveyed to the within-named Mortgagors by Peter Mergenovich and Agatha L. Mergenovich, his wife, by deed dated April 18, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1199, folio 34.

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 of purchasers at the time and place of sale; balance or purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

FILED

1958 SEP -9 AM 10:34

Maryland Gazette Press
September 11, 18, 25, 1958 and October 2, 1958

6

LIBER 114 PAGE 585

In the Matter of the Mortgage * No. 12.848 Equity
Real Estate of George L. Staehle *
and Audrey R. Staehle, his wife * In the 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
19th day of September, 1958.

Grace Senseney
Grace Senseney, Notary Public

My commission expires May 4, 1959.

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL

FILED
1958 SEP 22 AM 9:48

7

LIBER 114 PAGE 586

LIBER 9 PAGE 418

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

No. 12,848 Equity

BOND NO. 279181

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 FIFTEEN THOUSAND AND NO/100 ($15,000.00) 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 22nd day of September, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from George L. Staehle and Audrey R. Staehle, his wife, to United Federal Savings and Loan Association, bearing date April 18th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1199 Folio 27, 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 the 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:

Jessie N. Shekells

William W. Townshend Jr. (SEAL)

Witness as to Surety:

S. Alvey

S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

BY: R. H. Nichols

R. H. Nichols, Attorney-in-fact

Bond approved this 23d day of September 1958

George T. Cromwell, Clerk

FILED

1958 SEP 23 PM 2:18

8

LIBER 114 PAGE 587

In the Matter of the Mortgaged	* No.	12,848 Equity
Real Estate of George L. Staehle		In the Circuit Court for
and Audrey R. Staehle, his wife	*	Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from George L. Staehle and Audrey R. Staehle, his wife, dated Arpil 18, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1199, folio 27.....		$12,000.00
Total amount paid on principal.....	$ 0.00	
Plus debit expense account.....	94.64	94.64
		$12,094.64
Interest balance June.....	$ 18.00	
Interest 7/1/58 - 9/30/58.....	180.00	
Interest 10/1/58 - 10/7/58.....	14.00	212.00
		$12,306.64
Late charges unpaid		14.40
Total amount of mortgage indebtedness		$12,321.04

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of October, 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.

Grace Senseney
Grace Senseney, Notary Public

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED

1958 OCT -6 AM 11:09

9

ROBERT H. CAMPBELL - LIBER 114 PAGE 588 - - - - AUCTIONEER

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

No. 12,848 Equity

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from George L. Staehle and Audrey R. Staehle, his wife, dated April 18th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1199, folio 27, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, October 7, 1958

AT 10:30 O'CLOCK A.M.

All that lot of ground situate and lying in the Seventh Election District, Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at the southeast corner of Block 17, at the intersection of Cedarhurst Drive with Spring Avenue and running thence northerly along the westerly side of said Spring Avenue for a distance of 173.7 ft.; thence leaving said Avenue and at right angles thereto westerly for a distance of 490 ft. to Lake Avenue; thence southerly along the easterly line of said Lake Avenue for a distance of 87.3 ft. to intersect the northerly line of Cedarhurst Drive as now located; thence easterly along the northerly line of said road or Drive as now located the three following distances: 190.7 ft. to the first right angle therein; 113.2 ft. to the second right angle therein and 198.6 ft. to Spring Avenue and the place of beginning. Being a part of Block 17 in a subdivision known as Cedarhurst on the Bay (1st Subdivision as per plat recorded among the Plat Records of said County in Plat Book 1, Folio 7), the portion of the block hereby conveyed includes the brick house as shown on said plat as located in said block and to slightly change the lines of Cedarhurst Drive.

BEING the same property conveyed to the within-named Mortgagors by Peter Mergenovich and Agatha L. Mergenovich, his wife, by deed dated April 18th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1199, folio 34.

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

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

For further particulars, apply to:

WILLIAM W. TOWNSHEND, Jr.,
Attorney,
Towns-Worth Bldg., South Street,
Annapolis, Maryland

01

LIBER 114 PAGE 589 No. 12,848 Equity

Annapolis, Maryland
October 7, 1958

I hereby certify that I have this 7th day of October, 1958, sold the property of William W. Townshend, Jr., Attorney, said property being a part of Block 17 in a subdivision known as Cedarhurst on the Bay, Seventh Election District, Anne Arundel County, Maryland, unto United Federal Savings and Loan Association of Glen Burnie
at and for the sum of $12,321.04,

they being then and there the highest bidder(s) therefor.

Robert H. Campbell

Annapolis, Maryland
October 7, 1958

I/We hereby certify that I/we have this 7th day of October, 1958, purchased from William W. Townshend, Jr., Attorney, the property being a part of Block 17 in a subdivision known as Decarhurst on the Bay, Seventh Election District, Anne Arundel County, Maryland, at and for the sum of $12,321.04

and I/we hereby agree to comply with the terms of sale.

UNITED FEDERAL SAVINGS AND LOAN ASSN.

By: Wilmer M. Johnson
Wilmer M. Johnson, President — Purchaser

Purchaser

FILED

1958 OCT 10 AM 11:53

11

In the Matter of the Mortgaged Real * No. 12,848 Equity
Estate of George L. Staehle and * In the Circuit Court for
Audrey R. Staehle, 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 George L. Staehle and Audrey R. Staehle, his wife, dated April 18, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1199, folio 27, 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, October 7, 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 Twelve Thousand Three Hundred Twenty-one Dollars and Four Cents ($12,321.04), being at that figure the highest bidder therefor, said property described as follows:

ALL that lot of ground situate and lying in the Seventh Election District, Anne Arundel County, State of Maryland, and beginning for the same at the southeast corner of Block 17, at the intersection of Cedarhurst Drive with Spring Avenue and running thence northerly along the westerly side of said Spring Avenue for a distance of 173.7 ft.; thence leaving said Avenue and at right angles thereto westerly for a distance of 490 ft. to Lake Avenue; thence southerly along the easterly line of said Lake

FILED
1958 OCT 10 AM 11:53

12

Avenue for a distance of 87.3 ft. to intersect the northerly line of Cedarhurst Drive as now located; thence easterly along the northerly line of said road or Drive as now located the three following distances: 190.7 ft. to the first right angle therein; 113.2 ft. to the second right angle therein and 198.6 ft. to Spring Avenue and the place of beginning. Being a part of Block 17 in a subdivision known as Cedarhurst on the Bay (1st Subdivision as per plat recorded among the Plat Records of said County in Plat Book 1, Folio 7), the portion of the block hereby conveyed includes the brick house as shown on said plat as located in said block and to slightly change the lines of Cedarhurst Drive.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10 day of October, 1958, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Grace Senseney
Grace Senseney, Notary Public

13

LIBER 114 PAGE 592

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE L. STAEHLE and ~~XXXXX~~ AUDREY R. STAEHLE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,848 Equity

Ordered, this 10th day of October, 1958, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage ~~XXXXX~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of November next.

The report states that the amount of sale ~~XXXXX~~ was $ 12,321.04

FILED 1958 OCT 10 AM 11:53

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE L. STAEHLE and AUDREY R. STAEHLE, ~~XXXXX~~ his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of November, 1958, that the sale made and reported by the Attorney ~~XXXXX~~ 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 ~~XXXXX~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED

1958 NOV 18 PM 3:27

14

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

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from George L. Staehle and Audrey R. Staehle, his wife, dated April 18, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1199, folio 27, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tues., Oct. 7, 1958
at 10:30 o'clock A.M.

All that lot of ground situate and lying in the Seventh Election District, Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at the southeast corner of Block 17, at the intersection of Cedarhurst Drive with Spring Avenue and running thence northerly along the westerly side of said Spring Avenue for a distance of 173.7 ft.; thence leaving said Avenue and at right angles thereto westerly for a distance of 490 ft., to Lake Avenue: thence southerly along the easterly line of said Lake Avenue for a distance of 87.3 ft. to intersect the northerly line of Cedarhurst Drive as now located; thence easterly along the northerly line of said road or Drive as now located the three following distances: 190.7 ft. to the first right angle therein: 113.2 ft. to the second right angle therein and 198.6 ft. to Spring Avenue and the place of beginning. Being a part of Block 17 in a subdivision known as Cedarhurst on the Bay (1st Subdivision as per plat recorded among the Plat Records of said County in Plat Book 1, Folio 7), the portion of the block hereby conveyed includes the brick house as shown on said plat as located in said block and to slightly change the lines of Cedarhurst Drive.

BEING the same property conveyed to the within-named Mortgagors by Peter Mergenovich and Agatha L. Mergenovich, his wife, by deed dated April 18, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1199, folio 34.

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

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

For further particulars, apply to:

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

ROBERT H. CAMPBELL,
Auctioneer.

O-2

LIBER 114 PAGE 593 OFFI . OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 13, 1958

We hereby certify, that the annexed

Attorney's Sale
12.848
George L. Staehle
Folio 27 - 10:30 A.M.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4-3 successive weeks before the 7th day of October, 1958. The first insertion being made the 11th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 OCT 14 BY 9:38 M. Tilghman

OFFICE OF

Maryland Gazette

LIBER 114 PAGE 594

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. 12,848 Equity

In the Matter of the Mortgaged Real Estate of GEORGE L. STAEHLE and AUDREY R. STAEHLE, his wife

Ordered, this 10th day of October, 1958, That the sale of the property in these proceedings mentioned, made and reported by William W. Townsend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of November next.

The report states that the amount of sale was $12.321.04.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

N-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12, 1958

We hereby certify, that the annexed Order Nisi. Sale Eq. 12,848. George L. Staehle $12,321.04.

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 5602 1958 NOV 13 AM 11:06 By H. Tilghman

16

LIBER 114 PAGE 595

In the Case of .

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~vs.~~
George L. Staehle
and
Audrey R. Staehle, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,848 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. Jacklung
Auditor.

November 21, 1958

FILED

1958 NOV 21 PM 3:53

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of George L. Staehle and Audrey R. Staehle, his wife

To Attorney for Commissions, viz:	399	63		
To Attorney for Fee, viz:	100	00	499	63
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		
Speer Publications, Inc. - handbills	12	18		
New Amsterdam Casualty Co. -bond premium	60	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps -	6	88		
One-half State documentary stamps	6	87		
Grace Senseney - notary fees	1	50	201	43
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	11,603	00	11,603	00
			12,355	56
Amount of mortgage claim filed	12,321	04		
Cr. Amount allowed above	11,603	00		
Balance subject to decree in personam	718	04		

18

with

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

Cr.

1958							
Oct.	7	Proceeds of Sale		12,321	04	12,321	04
		Refund 1958 State and County taxes ($148.09) - 2 months 24 days		34	52	34	52
						12,355	56

LIBER 114 PAGE 598

ORDER NISI

In the Matter of the Sale of

the Mortgaged Real Estate

of VERSUS

George L. Staehle

and

Audrey R. Staehle, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,848 Equity.

ORDERED, This 21st day of November, 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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of December next.

FILED
1958 NOV 21 PM 3:53

George T. Crommwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of January, 1959, 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
1959 JAN 14 PM 3:53

Benjamin Michaelson
Judge.

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LIBER 114 PAGE 599

Order Nisi

IN THE
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,848 Equity

In the Matter of the Sale of the Mortgage Real Estate of GEORGE L. STAEHLE and AUDREY R. STAEHLE, his wife.

Ordered this 21st day of November, 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 DECEMBER

next; provided a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of December next.

GEORGE T. CROMWELL,
Clerk.

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

D-11

OFFICE OF
Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,848

Auditor account

George L. Staehle

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 December, 1958. The first insertion being made the 26th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

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No. M. G. 8-4-61
1959

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