LIBER 115 PAGE 1

In the Matter of the Sale	*	No. 12,849 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 115 PAGE 2

L 3824

LIBER 1199 PAGE 36

No. 12,849 County

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

FIVE THOUSAND FIVE HUNDRED DOLLARS ----------($5,500.00)

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 FORTY SEVEN DOLLARS ----------($47.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lots Nos. 19, 20, 29, 30, 31, 32 and 33, in Block No. 53, as shown on a map entitled "Avalon Shores, Section C, Anne Arundel County, Maryland, July 1937" made by Joseph N. Starkey, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-6, Plat 16.

BEING the same property conveyed to the within-named Mortgagors by Ulysses P. Wade and Ethel Wade, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

G.T.C 1199/25

4/18/58

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1958 SEP -9 AM 10:34

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.

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:

LIBER 115 PAGE 4

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

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

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

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

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

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

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

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LIBER 115 PAGE 5

LIBER 1199 PAGE 39

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 G. 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

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.

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., ATTORNEY
Towns-Worth Building, South Street
Annapolis, Maryland

ATTORNEY'S SALE

No. 12,849 Equity

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 36, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, OCTOBER 7, 1958

at 11:00 o'clock A.M.

All those lots of ground situate and lying in the Seventh Election District, Anne Arundel County, State of Maryland, more particularly described as follows:

KNOWN AND DESIGNATED as Lots Nos. 19, 20, 29, 30, 31, 32, and 33, in Block 53, as shown on a map entitled "Avalon Shores, Section C, Anne Arundel County, Maryland, July 1937" made by Joseph N. Starkey, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-6, Plat 16.

BEING the same property conveyed to the within-named Mortgagors by Ulysses P. Wade and Ethel Wade, his wife, by deed dated April 18, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1199, folio 25.

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

Maryland Gazette Press
September 11, 18, 25, 1958
October 2, 1958

FILED
1958 SEP -9 AM 10:34

LIBER 115 PAGE 7

In the Matter of the Mortgaged	* No. 12.849	Equity
Real Estate of George L. Staehle	* In the Circuit Court	
and Audrey R. Staehle, 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 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

LIBER 115 PAGE 8

New Amsterdam Casualty Company

A STOCK COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

LIBER 9 PAGE 417

BOND NO. 279180

No. 12,849 Surety

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 SEVEN THOUSAND AND NO/100 ($7,000.00) 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 36, 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:

Janet T. Cromwell

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

In the Matter of the Mortgaged * No. 12849 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 April 18, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1199, folio 36		$5500.00
Total amount paid on principal	$ 0.00	
Credit expense account	51.80	
		51.80
		$5448.20
Interest balance June	$ 8.00	
Interest 7/1/58 - 9/30/58	82.50	
Interest 10/1/58 - 10/7/58	6.44	
Late charges unpaid	6.60	
		103.54
Total amount of mortgage indebtedness		$5551.76

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

ROBERT H. CAMPBELL - - LIBER 115 PAGE 10 - - - 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 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 36, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, October 7, 1958

AT 11:00 O'CLOCK A.M.

All those lots of ground situate and lying in the Seventh Election District, Anne Arundel County, State of Maryland, more particularly described as follows:

KNOWN AND DESIGNATED as Lots Nos. 19, 20, 29, 30, 31, 32 and 33, in Block 53, as shown on a map entitled "Avalon Shores, Section C, Anne Arundel County, Maryland, July 1937" made by Joseph N. Starkey, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-6, Plat 16.

BEING THE same property conveyed to the within-named Mortgagors by Ulysses P. Wade and Ethel Wade, his wife, by deed dated April 18, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1199, folio 25.

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:

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1958 OCT 10 PM 12:07

WILLIAM W. TOWNSHEND, Jr.,
Attorney,
Towns-Worth Bldg., South Street,
Annapolis, Maryland

01

LIBER 115 PAGE 11

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~~ known and designated as Lots Nos. 19, 20, 29, 30, 31, 32 and 33, Block 53, Avalon Shores, Section C, Seventh Election District, Anne Arundel County, Maryland, unto Howard E. Talbert and James L. Boarman

at and for the sum of $6135.40

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

Robert H. Campbell

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 known and designated as Lots Nos. 19, 20, 29, 30, 31, 32 and 33, Avalon Shores, Section C, Seventh Election District, Anne Arundel County, Maryland at and for the sum of $6135.40

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

Howard E. Talbert

Howard E. Talbert Purchaser

James L. Boarman

James L. Boarman Purchaser

as joint tenants

FILED

1958 OCT 10 PM 12:07

11

In the Matter of the Mortgaged Real	* No. 12,849	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 36, 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 11:00 o'clock A.M., and then and there sold the said property to Howard E. Talbert and James L. Boarman, as joint tenants, at and for the sum of Six Thousand, One Hundred Thirty-five Dollars and Forty Cents ($6135.40), being at that figure the highest bidder therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 19, 20, 29, 30, 31, 32 and 33, in Block 53, as shown on a map entitled "Avalon Shores, Section C, Anne Arundel County, Maryland, July 1937" made by Joseph N. Starkey, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-6, Plat 16.

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:

FILED
1958 OCT 10 PM 12:07

12

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 16 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.

ORDER NISI

LIBER 115 PAGE 14

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. 12,849 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 ~~Trustee~~

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~~ is $ 6,135.40

FILED 1958 OCT 10 P.M. 12:07

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, his wife ~~XXXXX~~

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 ~~Trustee~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1958 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 36, default having occurred thereunder, the undersigned attorney will offer for sale at public auction on the premises on

Tues., Oct. 7, 1958
at 11:00 o'clock A.M.

All those lots of ground situate and lying in the Seventh Election District, Anne Arundel County, State of Maryland, more particularly described as follows:

KNOWN AND DESIGNATED as Lots Nos. 19, 20, 29, 30, 31, 32, and 33, in Block 53, as shown on a map entitled "Avalon Shores, Section C, Anne Arundel County, Maryland, July 1937" made by Joseph N. Starkey, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-6, Plat 16.

BEING the same property conveyed to the within-named Mortgagors by Ulysses P. Wade and Ethel Wade, his wife, by deed dated April 18, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1199, folio 25.

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 115 PAGE 15 OFF : 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 12,849 George L. Staehle Folio 36 11:00 A.M.

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 OCT 14 AM 9:38 H. Tilghman

OFFICE F

LIBER 115 PAGE 16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,849 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. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of 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 $6,135.40.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-6

No. M. G. _____

16

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,849
George L. Staehle
$6,135.40.

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

1958 NOV 13 AM 11:05

By H. Tilghman

LIBER 115 PAGE 17

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
George L. Staehle
and
Audrey R. Staehle, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,849 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

November 21, 1958

FILED

1958 NOV 21 PM 3:53

Dr. In the Matter of the Sale of the Mortgaged Real Estate of George L. Staehle and Audrey R. Staehle, his wife in ac.

To Attorney for Commissions, viz:	215	25		
To Attorney for Fee, viz:	100	00	315	25
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	12	64		
New Amsterdam Casualty Co. -bond premium	28	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Grace Senseney - notary fees	1	50	152	05
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - in full for mortgage claim filed	5,551	76	5,551	76
To George L. Staehle and Audrey R. Staehle, his wife, mortgagors - this balance	118	94	118	94
			6,189	50

with

Cr.

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

1958				
Oct.	7	Proceeds of Sale	6,135 40	
		Interest on deferred payment of $5,635.40 to 11/18/58	39 48	6,174 88
		Refund 1958 State and County taxes ($65.00) - 2 months 24 days	14 62	14 62
				6,189 50

Copy of Order Nisi for Maryland Gazette received this 22 day of November, 1958.

Capital-Gazette Press, Inc.

By: Ray. Maxie

No. 12,849 EQUITY

19 No. Docket

IN THE

CIRCUIT COURT

FOR

Anne Arundel County

In the Matter of the Sale of the Mortgaged Real Estate of ~~VS~~ George L. Staehle and Audrey R. Staehle, his wife

Auditor's Report and Account

Order nisi 19

Final order 19

Filed 19

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. 12,849 Equity.

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

FILED 1958 NOV 21 PM 3:53

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 ~~Estate~~ attorney 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.

20

LIBER 115 PAGE 21

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. 12,849 Equity

In the Matter of the Sale of the Mortgaged 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 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 12, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,849 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

FILED

No. M. G. 1959 JAN 13 PM 12:58

E

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
ELGIN C. AISQUITH and
ELIZABETH JULIA AISQUITH, his wife

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 12,573 EQUITY

* * * * * * * *

Mr. Clerk:

Please docket the within suit, file the mortgage and statement of mortgage claim, and approve bond.

CHILDS AND BALD
Attorneys

BY: Eugene M. Childs
Eugene M. Childs
192 Duke of Gloucester St.
Annapolis, Maryland

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1958 MAR 14 AM 9:15

County Form.

BOOK 601 PAGE 83 No 12,573 Equity

LIBER 115 PAGE 23

This Mortgage, Made this 25th day of November, in the year one thousand, nine hundred and fifty, between ELGIN C. AISQUITH and ELIZABETH JULIA AISQUITH, his wife

of Anne Arundel County, in the State of Maryland, Mortgagors, and WORKINGMEN'S BUILDING AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of THREE THOUSAND SEVEN HUNDRED AND SEVENTY 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 6 per cent (6 %) per annum in the manner following:

By the payment of Ten Dollars and Fifteen Cents ($10.15) ~~Dollars~~ on or before the first day of each and every WEEK from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar week 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, or in any other way Mortgagee may elect.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Second Election District Anne Arundel County, in said State, and described as follows: Located on the Northeast side of Second Street in the Village of Eastport, and described as follows:

BEGINNING for the same at a point on the Northeast side of Second Street distant in a Southeast direction 164 feet from the East corner of Severn Avenue and Second Street, and running thence with the Northeast side of Second Street in a Southeast direction for the distance of 55 feet; thence at right angles to Second Street in a Northeast direction for the distance of 165 feet; thence in a Northwest direction and parallel with the first line for the distance of 55 feet; thence in a Southwest direction and parallel with the second line for the distance of 165 feet to the point of beginning; being a part of Lot Number Thirty-four (34) as designated on Plat of Horn Point, now Eastport, made by John Duvall, Surveyor on the 30th day of September 1868, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 1, Folio 11, now filed in Cabinet 2 Rod B-1, Plat No. 11.

It being the identical property which was granted and conveyed unto the said Mortgagors by deed from John F. Bergner, widower, dated the 31st day of August in the year 1943, and recorded among the Land Record books in Liber J.H.H. No. 283 Folio 286.

FILED
1958 MAR 14 AM 9:16

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns

Provided, however, if the said Mortgagors ,.....their...heirs, personal representatives or assigns, shall make, or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on.....their.....part to be made and done, then this mortgage shall be void.

And the said Mortgagor s, for...themselves .....their.....heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors ,.....their.....heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6 per cent (6 %) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors ,.....their.....heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the 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 Mortgagors , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors , ...their.....heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any weekly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor s covenant with the said Mortgagee to pay the difference between the installments of dues paid and the amount borrowed, together with a bonus of Six Dollars ($6.00) per share upon each unredeemed share and in case any calamity has involved the Mortgagee in loss during the period through which such shares have run, before a release is executed the member s shall be required to pay his proportion of such loss subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Workingmen's Building and Loan Association.

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 it shall be lawful for the said Mortgagee, its successors or assigns, or for....E. M. Childs.....its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in....Anne Arundel.....County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows; first, to the payment of all expenses incident thereto, including a fee of ~~$25.00~~ 100.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor s, ...their.....heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors , for....their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of .....Anne Arundel.....County in Equity, which said expenses, cost and commissions the said Mortgagor s, for.....their....heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and 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 commissions.

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

WITNESS the hands and seals of the said Mortgagor s.

WITNESS:

Eugene M. Childs

Eugene M. Childs

Elgin C. Aisquith (SEAL)

Elgin C. Aisquith (SEAL)

Elizabeth Julia Aisquith (SEAL)

Elizabeth Julia Aisquith

(SEAL)

LIBER 115 PAGE 25

4

5

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit: LIBER 115 PAGE 26

I HEREBY CERTIFY that on this 25th day of November, 19 50, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Elgin C. Aisquith and Elizabeth Julia Aisquith, his wife

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Charles M. Carlson, 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.

EUGENE M. CHILDS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Eugene M. Childs
Eugene M. Childs Notary Public.

Recorded-27th-Nov.-1950-at-10:30-A.M.

MORTGAGE

FROM

ELGIN C. AISQUITH and

ELIZABETH JULIA AISQUITH, his wife

TO

WORKINGMEN'S BUILDING AND LOAN ASSOCIATION

Received for Record NOV 27 1950
at 10:25 o'clock A.M. Same day recorded in
Liber 115 No. 601 Folio 83 etc.
one of the Land Records of A.A.
County, and examined per
Clerk
Cost of Record, $

Eugene M. Childs, Attorney at Law
192 Duke of Gloucester Street
Annapolis, Md.

#
6.00

LIBER 115 PAGE 27

IN THE MATTER OF THE	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	FOR
ELGIN C. AISQUITH and	ANNE ARUNDEL COUNTY
ELIZABETH JULIA AISQUITH, his wife	NO. 12,573 EQUITY

* * * * * * * * *

STATEMENT OF CLAIM

PRINCIPAL BALANCE DUE ON MORTGAGE	$3,574.83
INTEREST THRU 3/15/58 *	28.00
	$3,602.83

*After 3/15/58, interest accrues at rate of $3.50 per week

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that, on this 12th day of March, 1958, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared THOMAS J. LINTHICUM, III, Secretary of the Workingmen's Building and Loan Association, Inc., and made oath in due form of law that the aforegoing statement of claim is just, due and owing, with interest as therein claimed.

Witness my hand and seal Notarial.

Eugene M. Childs
Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1958 MAR 14 AM 9:15

(Mortgagee's or Attorney's Bond) LIBER 115 PAGE 28 No. 12,573 Equity

Know all Men by these Presents, LIBER 9 PAGE 253

THAT WE Eugene M. Childs

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four thousand and 00/100 ($ 4,000.00) Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 13th day of March in the year nineteen hundred and fifty-eight

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from Elgin C. and Elizabeth Julia Aisquith to The Workingmen's Building and Loan Association bearing date the 25th day of November nineteen hundred and fifty and recorded among the land records of Anne Arundel County, Maryland ( ) in Liber JHH No. 601 Folio 83 and being on a frame dwelling known as 413 - 5th Street, Eastport, Annapolis, Maryland

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

Now the Condition of this Obligation is such, that if the above bounden Eugene M. Childs

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

Signed, sealed, and delivered in presence of

Margaret B. Hendrix

Betty Lee Hanford

Eugene M Childs [SEAL.]
Eugene M. Childs

[SEAL.]
HARTFORD ACCIDENT AND INDEMNITY COMPANY

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

FILED
1958 MAR 14 AM 9:15

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

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

LIBER 115 PAGE 29

OFFICE OF

Evening Capital

Published by No. 12,673

THE CAPITAL-GAZETTE PRESS, INC. Equity

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 9, 1958

We hereby certify, that the annexed

Attorneys' Sale

Elgin C. Disguith

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 8th day of April, 1958. The first insertion being made the 15th day of March, 1958

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 APR 10 PM 2:31

By H. Tilghman

Legal Notice

CHILDS AND BALD
Attorneys at Law
192 Duke of Gloucester St.
Annapolis, Maryland

Attorneys' Sale
OF RESIDENTIAL PROPERTY

LOCATED IN EASTPORT, KNOWN AS 413 FIFTH STREET, ANNE ARUNDEL COUNTY

By virtue of the power of sale contained in a mortgage from Elgin C. Alsquith and Elizabeth Julia Alsquith, his wife, dated 25 November, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 601, folio 83, default having occurred thereunder, the undersigned Attorney will sell at public auction at the Court House Door in the City of Annapolis, on

Tues., April 8, 1958
at Eleven o'clock, A.M.

all that lot or parcel of ground situate, lying and being in the Sixth Election District, Anne Arundel County, Eastport, more particularly described as follows:

BEGINNING for the same at a point on the Northeast side of Second Street distant in a Southeast direction 164 feet from the East corner of Severn Avenue and Second Street, and running thence with the Northeast side of Second Street in a Southeast direction for the distance of 55 feet; thence at right angles to Second Street in a Northeast direction for the distance of 165 feet; thence in a Northwest direction and parallel with the first line for the distance of 55 feet; thence in a Southwest direction and parallel with the second line for the distance of 165 feet to the point of beginning; being a part of Lot Number Thirty-four (34) as designated on Plat of Horn Point, now Eastport, made by John Duvall, Surveyor on the 30th day of September 1868, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 1, Folio 11, now filed in Cabinet 2, Rod B-1, Plat No. 11.

BEING the identical property which was granted and conveyed unto Elgin C. Alsquith and wife by deed from John F. Bergner, Widower, dated 31st day of August, 1943, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 283, folio 286.

THIS PROPERTY IS IMPROVED by a two story frame dwelling.

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

FOR FURTHER DETAILS, inquire at the office of the undersigned.

By: EUGENE M. CHILDS
192 Duke of Gloucester Street
Annapolis, Maryland
COlonial 3-2161

ROBERT H. CAMPBELL,
Auctioneer

A-9

No. E.C. 1406

5

ROBERT H. CAMPBELL - - - Auctioneer

LIBER 115 PAGE 31

CHILDS and BALD
Attorneys At Law
Annapolis, Maryland

ATTORNEY'S SALE

OF

Residential Property

**LOCATED IN EASTPORT
KNOWN AS 413 FIFTH STREET,
EASTPORT, ANNE ARUNDEL COUNTY**

By virtue of the power of sale contained in a mortgage from Elgin C. Aisquith and Elizabeth Julia Aisquith, his wife, dated 25 November, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 601, folio 83, default having occurred thereunder, the undersigned Attorney will sell at public auction at the Court House Door in the City of Annapolis, on

Tuesday, April 8, 1958

at ELEVEN O'CLOCK, A.M.

all that lot or parcel of ground situate, lying and being in the Sixth Election District, Anne Arundel County, Eastport, more particularly described as follows:

BEGINNING for the same at a point on the Northeast side of Second Street distant in a Southeast direction 164 feet from the East corner of Severn Avenue and Second Street, and running thence with the Northeast side of Second Street in a Southeast direction for the distance of 55 feet; thence at right angles to Second Street in a Northeast direction for the distance of 165 feet; thence in a Northwest direction and parallel with the first line for the distance of 55 feet; thence in a Southwest direction and parallel with the second line for the distance of 165 feet to the point of beginning; being a part of Lot Number Thirty-four (34) as designated on Plat of Horn Point, now Eastport, made by John Duvall, Surveyor on the 30th day of September 1868, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 1, Folio 11, now filed in Cabinet 2, Rod B-1, Plat No. 11.

BEING the identical property which was granted and conveyed unto Elgin C. Aisquith and wife by deed from John F. Bergner, Widower, dated 31st day of August, 1943, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 283, folio 286.

THIS PROPERTY IS IMPROVED by a two story frame dwelling.

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

FOR FURTHER DETAILS, inquire at the office of the undersigned.

EUGENE M. CHILDS
192 Duke of Gloucester Street
Annapolis, Maryland
COlonial 3-2181

FILED

1958 APR 10 PM 2:11

6

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
ELGIN C. AISQUITH and
ELIZABETH JULIA AISQUITH, his wife

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 12,573 EQUITY

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that ~~I~~ (we) have purchased at public acution from Eugene M. Childs, Attorney, the property described in the advertisement attached hereto for the sum of Six Thousand Four Hundred Dollars and ~~I~~ (we) agree to comply with the terms of the sale as set forth therein.

As Witness ~~my~~ (our) hand(s) and seal(s) this 8th day of April, 1958.

WITNESS:
Robt. H. Campbell
Virginia Russell

Robert E. Brown (SEAL)
Frances D. Brown (SEAL)
Alvin D. Jones (SEAL)
Mary A. Jones (SEAL)

THIS IS TO CERTIFY, that I have this day sold at public auction for Eugene M. Childs, Attorney, the property described in the advertisement attached hereto to Robert E. Brown & Frances D. Brown, His Wife & Alvin D. Jones & Mary A. Jones at and for the sum of Six Thousand Four Hundred Dollars ~~I~~ (THEY) being at that price the highest bidder(s) therefor, and I hereby certify that the sale was fairly made.

Witness my hand and seal this 8 day of April, 1958.

WITNESS:
Virginia Russell

Robt. H. Campbell (SEAL)
Robert H. Campbell

FILED
1958 APR 10 PM 2:11

10

LIBER 115 PAGE 33

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
ELGIN C. AISQUITH and
ELIZABETH JULIA AISQUITH,
his wife

NO. 12,573 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

- - - - - - - - - -

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Eugene M. Childs, Attorney named in the mortgage for purpose of foreclosure in these proceedings, respectfully shows:

That under and by virtue of power of sale contained in mortgage from Elgin C. Aisquith and Elizabeth Julia Aisquith, his wife, dated 25 November, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 601, folio 83, said Attorney, after having given due notice of the time, place and manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Annapolis, Anne Arundel County, Maryland, and after having complied with all other requisites of the law for such cases made and provided, did offer the property described in these proceedings at public auction at the Court House Door, on Tuesday, April 8, 1958, at eleven o'clock, A.M., and then and there sold the same to Robert E. Brown and Frances D. Brown, his wife and Alvin D. Jones and Mary A. Jones, his wife, at and for the sum of Six Thousand Four Hundred Dollars ($6,400.00), they being then and there the highest bidders for said property, known and designated as part of Lot Number 34 as designated on Plat of Horn Point, now Eastport, more particularly known as 413 Fifth Street, Eastport, Anne Arundel County, Maryland.

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

Respectfully submitted,

FILED
1958 APR 10 PM 2:11

Eugene M. Childs
Eugene M. Childs
Attorney

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

11

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 8th day of April, 1958, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eugene M. Childs, Attorney named in Mortgage filed in these proceedings, and made oath in due form of law that the matters and things set forth in aforegoing Report of Sale are true, and that said sale was fairly made.

Witness my hand and seal Notarial.

Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

12

ORDER NISI

LIBER 115 PAGE 35

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ELGIN C. AISQUITH and ~~XXXXXX~~ ELIZABETH JULIA AISQUITH his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,573 Equity

Ordered, this 10 day of April, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Eugene M. Childs, Attorney named in Mortgage ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of May next.

The report states that the amount of sale ~~xxxxxx~~ was $6,400.00

FILED 1958 APR 10 PM 2:11

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ELGIN C. AISQUITH and ELIZABETH JULIA AISQUITH his wife ~~XXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of May, 19 58, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney ~~XXXXXX~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED

1958 MAY 20 PM 12:33

13

(Mortgagee's or Attorney's Bond)

No. 12,573 Equity

3331757 - Additional Amount

LIBER 115 PAGE 36 LIBER 9 PAGE 281

Know all Men by these Presents,

THAT WE Eugene M. Childs

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand, four hundred and 00/100 ($2,400.00) Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 8th day of April in the year nineteen hundred and fifty-eight.

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from Elgin C. and Elizabeth Julia Aisquith to The Workinmen's Building and Loan Association bearing date the 25th day of November nineteen hundred and fifty and recorded among the land records of Anne Arundel County, Maryland JHH ( ) in Liber JHH No. 601 Folio 83 and being on a frame dwelling known as 413 - 5th Street, Eastport, Annapolis, 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 Condition of this Obligation is such, that if the above bounden Eugene M. Childs

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

Signed, sealed, and delivered in presence of

Virginia Russell

Betty Lee Hanford

Betty Lee Hanford

Eugene M. Childs [SEAL]

HARTFORD ACCIDENT AND INDEMNITY COMPANY [SEAL]

By Philip Richebourg Attorney-in-fact [SEAL]

Philip Richebourg

Bond Approved this 10th day of April 1958.

George T. Cromwell, Clerk

FILED

1958 APR 10 PM 2:11

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

14

OFFIC OF

LIBER 115 PAGE 37 *Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,573 Equity

Order Nisi

In The Matter of the Mortgaged Real Estate of
ELGIN C. AISQUITH and
ELIZABETH JULIA AISQUITH, his wife

Ordered, this 10 day of April, 1958. That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 day of May next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of May next.

The report states that the amount of sale was $6,400.00.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
M-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 14, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,573

Elgin C. Aisquith

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 19th day of May, 1958. The first insertion being made the 15th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 1569 1958 MAY 14 PM 2:59 By H. Tilghman

15

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~M&~~
Elgin C. Aisquith
and
Elizabeth Julia Aisquith, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,573 Equity

To the Honorable, the Judges of said Court:

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

June 20, 1958

All of which is respectfully submitted.

Laura T. Tackling
Auditor.

FILED

1958 JUN 24 PM 12:14

16

In the Case of

Dr. In the Matter of the Mortgaged Real Estate of Elgin C. Aisquith and Elizabeth Julia Aisquith, his wife

in ac.

To Attorney for Fee, viz:	100 00		
To Attorney for Commissions, viz:	223 38	323	38
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	32 00		
Auditor - stating this account	36 00	78	00
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale	52 52		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Speer Publications, Inc. - handbills	17 13		
Hartford Accident & Indemnity Co. - bond premiums	25 60		
Robert H. Campbell - auctioneer's fee	45 00		
One-half Federal documentary stamps	3 58		
One-half State documentary stamps	3 57		
Virginia Russell - notary fee	50	161	90
To Attorney for Taxes, viz:			
1958 State and County taxes ($75.44) - 3 months 8 days	20 55	20	55
To Attorney for Benefit Charges, viz:			
Metered water to 3/3/58	.6 85		
Metered water to 4/8/58	58	7	43
To Workingmen's Building & Loan Ass'n, mortgagee - in full for mortgage claim, viz:			
Amount of claim filed	3,602 83		
Interest from 3/15/58 to 4/12/58 - 4 weeks @ $3.50 per week	14 00	3,616	83
To Attorney for Claims Filed against Mortgagors, viz:			
Baltimore Gas & Electric Co. - service to 5/26/58	34 41	34	41

Balance in hands of Attorney, distributed in accordance with Agreement dated 6/5/58, viz: $2,217.74			
To Elgin C. Aisquith - one-half total payments made on account mortgage to 4/8/58 ($300.00) 150.00	150 00		150 00
Net balance for distribution $2,067.74			
DISTRIBUTED AS FOLLOWS:			
To Elgin C. Aisquith - one-half $1,033.87			
LESS:			
Claim of Mrs. Bettye Shapiro, trading as "The Fashion" $ 30.92			
Childs & Bald - fee for legal services 75.00			
105.92			
927.95			
To Elgin C. Aisquith - this balance	927 95		927 95
To Elizabeth J. Aisquith - one-half $ 1,033.87			
LESS:			
Claim of Joseph Greenfield, trading as "The Peerless Co." 81.59			
952.28			
To Elizabeth J. Aisquith - this balance	952 28		952 28
To Mrs. Bettye Shapiro - claim as above	30 92		
To Childs & Bald - claim allowed above	75 00		
To Joseph Greenfield - claim allowed above	81 59		187 51
			6,460 24

with Eugene M. Childs, Attorney named in Mortgage Cr.

1958						
Apr.	8	Proceeds of Sale	6,400	00		
		Interest on deferred payment of $5,760.00 to 5/26/58 - 1 month 18 days	46	00	6,446	00
		Refund 1957 Annapolis City taxes ($62.54) - 2 months 22 days	14	24	14	24
					6,460	24

LIBER 115 PAGE 42

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Elgin C. Aisquith

and

Elizabeth Julia Aisquith, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,573 Equity.

1958 JUN 24 PM 12:14 FILED

ORDERED, This 24th day of June, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29th day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of July next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th day of July, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Marchant
Judge.

FILED

19 1958 JUL 30 PM 1:39

OFFICE OF

LIBER 115 PAGE 43 *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. 12,573 Equity

In the Matter of the Mortgaged Real Estate of
ELGIN C. AISQUITH and
ELIZABETH JULIA AISQUITH, his wife

Ordered, this 24th day of June, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of July next.

GEORGE T. CROMWELL, Clerk

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 28, 1958

We hereby certify, that the annexed

Order Nisi - Auditor Account - Eq 12573

Elgin C. Aisquith

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

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M. G. 43-59 1958 JUL 29 PM 12:49

20

LIBER 115 PAGE 44

IN THE MATTER OF THE SALE OF THE MORTGAGED FEE SIMPLE AND LEASEHOLD PROPERTIES OF LEHIGH CONSTRUCTION COMPANY, INC., a body corporate, duly incorporated.	:	NO. 12,419 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

****

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 LEHIGH CONSTRUCTION COMPANY, INC., a body corporate, duly incorporated, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, originally given to secure the repayment of One Hundred Ninety-eight Thousand and 00/100 ($198,000.00) Dollars, dated June 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1038 Folio 458 and marked "ATTORNEY'S EXHIBIT NO. 1," and on which Mortgage the principal sum of One Hundred Thirty-eight Thousand Six Hundred and 00/100 ($138,600.00) Dollars, plus unpaid interest and other charges and expenses, is now due and payable.

This suit is filed for the purpose of foreclosing the Lien of the aforementioned Mortgage against the Nineteen (19) lots of ground and premises designated as follows:

The leasehold interest in -
Lot No. 175, situated at the corner formed by the intersection of the southernmost side of Crawford Drive with the westernmost side of Hutton Drive. The improvements thereon being known as No. 1221 Crawford Drive.

The leasehold interest in -
Lot No. 176, situated on the southernmost side of Crawford Drive. The improvements thereon being known as No. 1223 Crawford Drive.

The leasehold interest in -
Lot No. 210, situated on the northeasternmost side of Cathedral Drive. The improvements thereon being known as No. 1219 Crawford Drive.

The leasehold interest in -
Lot No. 211, situated on the northeasternmost side of Crawford Drive. The improvements thereon being known as No. 1221 Crawford Drive.

The leasehold interest in -
Lot No. 212, situated at the corner formed by the intersection of the northeasternmost side of Cathedral Drive with the northwesternmost side of Hutton Drive. The improvements thereon being known as No. 1206 Hutton Drive.

FILED
1957 NOV 16 AM 11:16

The leasehold interest in -
Lot No. 213, situated on the northwesternmost side of Hutton Drive. The improvements thereon being known as No. 1204 Hutton Drive.

The leasehold interest in -
Lot No. 214, situated on the northwesternmost side of Hutton Drive. The improvements thereon being known as No. 1202 Hutton Drive.

The leasehold interest in -
Lot No. 215, situated on the southeasternmost side of Hutton Drive. The improvements thereon being known as No. 1207 Hutton Drive.

The leasehold interest in -
Lot No. 225, situated on the southeasternmost side of Hutton Place. The improvements thereon being known as No. 1209 Hutton Place.

The leasehold interest in-
Lot No. 232, situated on the southeasternmost side of Hutton Drive. The improvements thereon being known as No. 1205 Hutton Drive.

The leasehold interest in-
Lot No. 233, situated on the easternmost side of Hutton Drive. The improvements thereon being known as No. 1203 Hutton Drive.

The leasehold interest in -
Lot No. 223, as revised, situated on the southwest side of Cathedral Drive. The improvements thereon being known as No. 1236 Cathedral Drive.

The fee simple interest in -
Lot No. 224, as revised, situated on the southwest side of Cathedral Drive. The improvements thereon being known as No. 1238 Cathedral Drive.

The leasehold interest in -
Lot No. 217, as revised, situated on the southwest side of Cathedral Drive. The improvements thereon being known as No. 1224 Cathedral Drive.

The leasehold interest in -
Lot No. 218, as revised, situated on the southwest side of Cathedral Drive. The improvements thereon being known as No. 1226 Cathedral Drive.

The leasehold interest in -
Lot No. 219, as revised, situated on the southwest side of Cathedral Drive. The improvements thereon being known as No. 1228 Cathedral Drive.

The leasehold interest in -
Lot No. 220, as revised, situated on the southwest side of Cathedral Drive. The improvements thereon being known as No. 1230 Cathedral Drive.

The leasehold interest in -
Lot No. 221, as revised, situated on the southwest side of Cathedral Drive. The improvements thereon being known as No. 1232 Cathedral Drive.

The leasehold interest in -
Lot No. 222, as revised, situated on the southwest side of Cathedral Drive. The improvements thereon being known as No. 1234 Cathedral Drive.

The fee simple lot and the leasehold lots of ground and premises above mentioned are Firstly, Secondly, Sixthly, Seventhly, Eighthly, Ninthly, Tenthly, Eleventhly, Twelfthly, Thirteenthly, Fourteenthly, Fifteenthly, Sixteenthly, Seventeenthly, Eighteenthly, Nineteenthly, Twentiathly, Twenty-firstly and Twenty-secondly described in the aforementioned Mortgage.

William F. Podlich

(William F. Podlich)
Attorney Named In Mortgage

November 15th 1957.

LIBER 115 PAGE 47

No. 12, 419 Equity

Form No. 2 — CITY OR COUNTY (FEE OR LEASEHOLD) CONSTRUCTION

LIBER 1038 PAGE 458

"ATTORNEY'S EXHIBIT NO. 1"

This Mortgage, made this 21st day of June in the year one thousand nine hundred fifty-six, between

LEHIGH CONSTRUCTION COMPANY, INC., a body corporate, duly incorporated under the Laws of the State of Delaware, ----------

Mortgagor(s) and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated under the Laws of the United States of America, Mortgagee.

WHEREAS, the said Mortgagor(s) stand(s) bona fide indebted unto the Mortgagee, in the full and just sum of One Hundred Ninety-eight Thousand and 00/100 ($198,000.00) ---------- Dollars, being cash money this day loaned and advanced by the latter to the former, which said principal sum of money, as well as the interest to accrue thereon, the said Mortgagor(s) hereby covenant(s) and agree(s) to repay, in lawful money of the United States of America unto the said Mortgagee, in the following manner:

BY THE PAYMENT of One Thousand One Hundred Ninety-nine & 90/100 -------Dollars, ($1,199.90) Dollars ---------- on or before the - 20th - day of each and every month, beginning on the - 20th - day of the month immediately succeeding the date of the completion of the improvements hereinafter referred to, but in no event later than June 20th, 1957, said monthly payments to continue until the whole of said principal sum and interest thereon, *at the rate of* four (4%) ---------- *per cent per annum,* shall be paid, which interest shall be computed by the calendar month; paying in the meanwhile, in monthly installments, during the course of the construction of said improvements, interest *at the rate of* four (4%) ---------- *per cent per annum,* (computed by the calendar month) upon the said indebtedness.

THE INSTALLMENT PAYMENTS which shall begin when the construction of said improvements are completed, and in no event later than June 20th, 1957, ---------, may be applied by the Mortgagee in the following manner:

1. To the payment of interest at the rate of four (4%) ---------- per cent per annum.
2. Toward the payment of the aforesaid principal sum.

WHEREAS, the said Mortgagor(s) hereby covenant(s) and agree(s) with the said Mortgagee to expend not less than the said sum of One Hundred Ninety-eight Thousand & 00/100 ----------Dollars, ($198,000.00) Dollars ---------- in the completion of the construction of Twenty-two (22) brick dwelling houses ----------

upon the fee simple parcel(s) of land and premises hereinafter described, within twelve (12) months from the date hereof, in strict accordance with certain plans and specifications which have been submitted to and approved by the Mortgagee; it being understood and agreed that failure to complete the improvements as aforesaid within the time hereinbefore specified, shall constitute a default hereunder, and the whole debt and sum of money hereby secured, together with all interest that may accrue thereon shall become immediately due and payable, and upon failure to make payment of same on demand, the said Mortgagee, its successors and assigns, shall become immediately entitled to foreclose this mortgage and sell the property hereinafter described, together with the improvements thereon in accordance with the provision for foreclosure hereinafter set out, and

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

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

FILED

1957 NOV 16 AM 11:16

5

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said LEHIGH CONSTRUCTION COMPANY, INC., ---------- do(th) hereby grant, convey and assign unto the said Aurora Federal Savings and Loan Association, its successors and assigns, all those twenty-two (22) ----------lot(s) of ground situate, lying and being in Third District of Anne Arundel County, ---------- in the State of Maryland, and described as follows:

(175)

FIRST LOT

Lot numbered One Hundred Seventy-five (175), situated at the corner formed by the intersection of the southernmost side of Crawford Drive with the westernmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section 5-LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

(176)

SECOND LOT

Lot numbered One Hundred Seventy-six (176), situated on the southernmost side of Crawford Drive, as said lot is shown and designated on the Plat entitled "Section 5-LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

(177)

THIRD LOT

Lot numbered One Hundred Seventy-seven (177), situated on the southernmost side of Crawford Drive, as said lot is shown and designated on the Plat entitled "Section 5-LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

(178)

FOURTH LOT

Lot numbered One Hundred Seventy-eight (178), situated on the southernmost side of Crawford Drive, as said lot is shown and designated on the Plat entitled "Section 5-LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

(179)

FIFTH LOT

Lot numbered One Hundred Seventy-nine (179), situated at the corner formed by the intersection of the southernmost side of Crawford Drive, with the northeasternmost side of Cathedral Drive, as said lot is shown and designated on the Plat entitled "Section 5 - LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

(210)

SIXTH LOT

Lot numbered Two Hundred Ten (210), situated on the northeasternmost side of Cathedral Drive, as said lot is shown and designated on the Plat entitled "Section 5-LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

(211)

SEVENTH LOT

Lot numbered Two Hundred Eleven (211), situated on the northeasternmost side of Cathedral Drive, as said lot is shown and designated on the Plat entitled "Section 5-LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

(212)

EIGHTH LOT

Lot numbered Two Hundred Twelve (212), situated at the corner formed by the intersection of the northeasternmost side of Cathedral Drive with the northwesternmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section

5- LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

(213) NINTH LOT

Lot numbered Two Hundred Thirteen (213), situated on the northwesternmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section 5-LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

(214) TENTH LOT

Lot numbered Two Hundred Fourteen (214), situated on the northwesternmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section 5 - LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

(215) ELEVENTH LOT

Lot numbered Two Hundred Fifteen (215), situated on the southeasternmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section 5 - LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

(225) TWELFTH LOT

Lot numbered Two Hundred Twenty-five (225), situated on the southeasternmost side of Hutton Place, as said lot is shown and designated on the Plat entitled "Section 5 - LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

(232) THIRTEENTH LOT

Lot numbered Two Hundred Thirty-two (232), situated on the southeasternmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section 5 - LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

(233) FOURTEENTH LOT

Lot numbered Two Hundred Thirty-three (233), situated on the easternmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section 5 - LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

(223- AS REVISED) FIFTEENTH LOT

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 223, as shown on the "Plat of Section 5 - LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances:

1- South 40 degrees 25 minutes 40 seconds east 25.93 feet;
2- By a curve to the right having a radius of 100.00 feet, a length of arc of 80.98 feet and subtended by a chord south 17 degrees 13 minutes 30 seconds east 78.78 feet;
3- To a point of reverse curve to the left having a radius of 45.00 feet, a length of arc of 53.44 feet and subtended by a chord south 28 degrees 03 minutes 40 seconds east 50.36 feet;
4- South 28 degrees 46 minutes 20 seconds west 102.20 feet;
5- North 41 degrees 44 minutes 23 seconds west 183.86 feet;
6- North 49 degrees 34 minutes 20 seconds east 141.56 feet.

Area - 19,631 square feet, more or less.

(224-
AS REVISED)

SIXTEENTH LOT

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 224, as shown on the "Plat of Section 5- LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances:

1- By a curve to the left having a radius of 45.00 feet, a length of arc of 38.42 feet and subtended by a chord south 86 degrees 32 minutes 20 seconds east 37.27 feet;
2- South 21 degrees 00 minutes 00 seconds east 87.66 feet;
3- South 27 degrees 55 minutes 20 seconds west 358.34 feet;
4- North 41 degrees 27 minutes 20 seconds west 112.07 feet;
5- North 28 degrees 40 minutes 07 seconds east 258.86 feet;
6- North 28 degrees 46 minutes 20 seconds east 102.20 feet.

Area - 38,355 squafe feet, more or less.

(217-
AS REVISED)

SEVENTEENTH LOT

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 217, as shown on the "Plat of Section 4- LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances:

1- By a curve to the left having a radius of 250.00 feet, a length of arc of 46.25 feet and subtended by a chord south 35 degrees 07 minutes 40 seconds east 46.19 feet;
2- South 40 degrees 25 minutes 40 seconds east 18.27 feet;
3- South 49 degrees 34 minutes 20 seconds west 150.15 feet;
4- North 41 degrees 44 minutes 23 seconds west 70.73 feet;
5- North 25 degrees 31 minutes 57 seconds west 8.81 feet;
6- North 69 degrees 06 minutes 50 seconds east 17.16 feet;
7- North 40 degrees 25 minutes 40 seconds west 16.52 feet;
8- North 60 degrees 10 minutes 15 seconds east 140.00 feet.

Area - 11,752 square feet, more or less.

(218-
AS REVISED)

EIGHTEENTH LOT

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 218, as shown on the "Plat of Section 4 - LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances:

1- South 40 degrees 25 minutes 40 seconds east 75.00 feet;
2- South 49 degrees 34 minutes 20 seconds west 148.43 feet;
3- North 41 degrees 44 minutes 23 seconds west 75.02 feet;
4- North 49 degrees 34 minutes 20 seconds east 150.15 feet;

Area - 11,197 square feet, more or less.

(219-
AS REVISED)

NINETEENTH LOT

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 219, as shown on the "Plat of Section 4 - LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39, and running thence, referring the courses of this description, to the meridian of the aforesaid Plat, the following courses and distances:

1- South 40 degrees 25 minutes 40 seconds east 75.00 feet;
2- South 49 degrees 34 minutes 20 seconds west 146.71 feet;
3- North 41 degrees 44 minutes 23 seconds west 75.02 feet;
4- North 49 degrees 34 minutes 20 seconds east 148.43 feet.
Area - 11,068 square feet, more or less.

(220-
AS REVISED)*

TWENTIETH LOT

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 220, as shown on the "Plat of Section 4 - LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances:

1- South 40 degrees 25 minutes 40 seconds east 75.00 feet;
2- South 49 degrees 34 minutes 20 seconds west 145.00 feet;
3- North 41 degrees 44 minutes 23 seconds west 75.02 feet;
4- North 49 degrees 34 minutes 20 seconds east 146.71 feet.
Area - 10,940 square feet, more or less.

(221-
AS REVISED)+

TWENTY-FIRST LOT

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 221, as shown on the "Plat of Section 4 - LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances:

1- South 40 degrees 25 minutes 40 seconds east 75.00 feet;
2- South 49 degrees 34 minutes 20 seconds west 143.28 feet;
3- North 41 degrees 44 minutes 23 seconds west 75.02 feet;
4- North 49 degrees 34 minutes 20 seconds east 145.00 feet.
Area - 10,811 square feet, more or less.

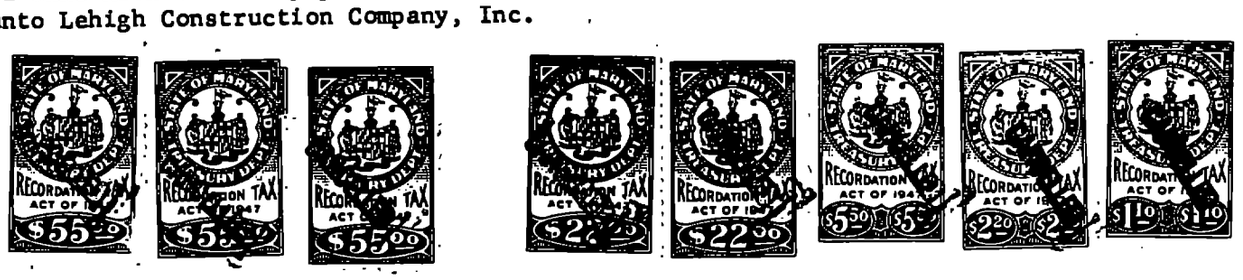
(222-
AS REVISED)*

TWENTY-SECOND LOT

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 222, as shown on the "Plat of Section 4 - LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances:

1- South 40 degrees 25 minutes 40 seconds east 75.00 feet;
2- South 49 degrees 34 minutes 20 seconds west 141.56 feet;
3- North 41 degrees 44 minutes 23 seconds west 75.02 feet;
4- North 49 degrees 34 minutes 20 seconds east 143.28 feet.
Area - 10,682 square feet, more or less.

BEING ALL those twenty-two (22) lots or parcels of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto were granted and conveyed by Glen Oak Corporation unto Lehigh Construction Company, Inc.



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~~ -

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

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

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

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

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

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

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

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the - 20th - day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

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

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

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

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of Seven Hundred Fifty ------- 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 Seven Hundred Fifty ---------Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

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

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LIBER 115 PAGE 53

LIBER 1038 PAGE 464

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

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

WITNESS the corporate seal of said Mortgagor and the signature of Morton M. Lapides, its President.

TEST:

Elsie Curtis
Elsie Curtis

LEHIGH CONSTRUCTION COMPANY, INC.,

By Morton M. Lapides
Morton M. Lapides President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 21st day of June in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Morton M. Lapides President of LEHIGH CONSTRUCTION COMPANY, INC., a body corporate, as such President the mortgagor(s), named in the aforegoing mortgage and he, ~~she or they~~ acknowledged said mortgage to be his, ~~her or their act~~ the act of said body corporate.

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

As witness my hand and Notarial Seal.
My commission expires May 6, 1957.

Elsie Curtis
Elsie Curtis Notary Public.

My commission expires on May 6, 1957

Rec'd for record June 22 1956, at 10.20 A.M.
Mailed to Podlich & Podlich

MORTGAGE

FROM

LEHIGH CONSTRUCTION COMPANY, INC.

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record ... 19 ... at ... o'clock

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

RECORDED IN LIBER 515 FOLIO 458 JUN 22 10 20 AM
NO. 20,211 ERDMANELL, CLERK

Cost of Record $ 20.21

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

Property: Lots Nos. 175-179, inc., 210-215, inc., 225,232,233,223,224, Section 5, LEHIGH-217-222,inc., Section 4, LEHIGH

Description Approved:

Execution Approved:

LIBER 115 PAGE 54

IN THE MATTER OF THE SALE	:	NO. 12,419 EQUITY
OF THE & LEASEHOLD MORTGAGED FEE SIMPLE/PROPERTIES	:	IN THE CIRCUIT COURT OF
OF	:	ANNE ARUNDEL COUNTY
LEHIGH CONSTRUCTION COMPANY, INC., a body corporate	:	DOCKET 17 - FOLIO 180

* * * *

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 LEHIGH CONSTRUCTION COMPANY, INC., to said body corporate, dated June 21, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1038, Folio 458,

Original Loan ----------	$198,000.00
Amount Repaid ----------	59,400.00
Loan Balance ----------	$138,600.00
Interest 12/1/56 to 12/30/57 ---------	6,160.53
Expense Acct. Deficit ----------	2,161.17
	$146,921.70

AURORA FEDERAL-SAVINGS AND LOAN ASSOCIATION

By _____
(Dwight F. Brunk, Vice President)

STATE OF MARYLAND, CITY OF BALTIMORE, towit:

I HEREBY CERTIFY that on this 24th day of December, 1957, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, Vice President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the Plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Elsie Curtis
Notary Public

ELSIE CURTIS

NOTARY PUBLIC BALTIMORE, MD.

FILED

1957 DEC 26 AM 11:21

LIBER 115 PAGE 55

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 9 PAGE 195

No. 12,419 Equity

IN THE MATTER OF THE SALE

OF THE

MORTGAGED FEE SIMPLE & LEASEHOLD PROPERTIES

OF

LEHIGH CONSTRUCTION COMPANY, INC. a body corporate.

No. 12, 419 EQUITY
Docket 17 - Folio 180.

BOND OF Attorney

TO SELL Real Estate

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

Baltimore, Maryland

as Principal ,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Hundred Forty Seven Thousand and 00/100 - - - - - - Dollars ($147,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of December , in the year of our Lord, nineteen hundred and fifty seven.

WHEREAS, the above bounden William F. Podlich

by virtue of the power contained in a mortgage from Lehigh Construction Company, Inc. to Aurora Federal Savings and Loan Association bearing date the 21st day of June , 19 56 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1038 Folio 458

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

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

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

Signed, sealed and delivered

in the presence of

Elsie Curtis

ELSIE CURTIS

William F. Podlich (SEAL)
William F. Podlich

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

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

FILED

1957 DEC 26 AM 11:21

Approved this 26 Dec., 1957
George T. Cromwell, Clerk.

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

Attorney's Sale

OF NINETEEN VALUABLE PROPERTIES

Known As

1221 CRAWFORD DRIVE
1223 CRAWFORD DRIVE
1219 CATHEDRAL DRIVE
1221 CATHEDRAL DRIVE
1206 HUTTON DRIVE
1204 HUTTON DRIVE
1202 HUTTON DRIVE
1207 HUTTON DRIVE
1209 HUTTON PLACE
1205 HUTTON DRIVE
1203 HUTTON DRIVE
1236 CATHEDRAL DRIVE
1238 CATHEDRAL DRIVE
1224 CATHEDRAL DRIVE
1226 CATHEDRAL DRIVE
1228 CATHEDRAL DRIVE
1230 CATHEDRAL DRIVE
1232 CATHEDRAL DRIVE
1234 CATHEDRAL DRIVE
all
Situated in the Development
Known as
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 June 21, 1956, and recorded among the Land Records of Anne Arundel County, in Liber GTC No. 1038, Folio 458, from LEHIGH CONSTRUCTION COMPANY, INC., unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said Mortgage being now in default, will sell at Public Auction, on the respective premises, on

Monday, December 30th, 1957

at the times hereinafter specified, all those 19 lots or parcels of ground, situated in the Third Election District of Anne Arundel County, and described as follows:

At 1 O'Clock P.M.

FIRST PARCEL:

ALL that leasehold interest in Lot No. 175, situated at the corner formed by the intersection of the southernmost side of Crawford Drive with the westernmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section 5—LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1221 Crawford Drive.

Subject to the payment of an annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a one-story detached masonry dwelling, containing six rooms, one bath and attached car-port.

At the conclusion of the offering of the above described premises:

SECOND PARCEL:

ALL that leasehold interest in Lot No. 176, situated on the southernmost side of Crawford Drive, as said lot is shown and designated on the Plat entitled "Section 5—LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County. In Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1204 Hutton Drive.

Subject to the payment of an annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a one-story detached masonry dwelling, containing six rooms, one bath and attached car-port.

At the conclusion of the offering of the above described premises:

SEVENTH PARCEL:

ALL that leasehold interest in Lot No. 214, situated on the northwesternmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section 5—LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1202 Hutton Drive.

Subject to the payment of an annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a one-story detached masonry dwelling, containing seven rooms, one bath and attached car-port.

At the conclusion of the offering of the above described premises:

EIGHTH PARCEL:

ALL that leasehold interest in Lot No. 215, situated on the southeasternmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section 5—LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1207 Hutton Drive.

Subject to the payment of an annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a one-story detached masonry dwelling, containing six rooms, one bath and attached car-port.

At the conclusion of the offering of the above described premises:

NINTH PARCEL:

ALL that leasehold interest in Lot No. 225, situated on the southeasternmost side of Hutton Place, as said lot is shown and designated on the Plat entitled "Section 5—LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1209 Hutton Place.

Subject to the payment of an annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a one-story detached masonry dwelling, containing six rooms, one bath and attached car-port.

At the conclusion of the offering of the above described premises:

TENTH PARCEL:

ALL that leasehold interest in Lot No. 232, situated on the southeasternmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section 5—LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1205 Hutton Drive.

Subject to the payment of an annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a one-story detached masonry dwelling, containing seven rooms, one bath and attached car-port.

38.42 feet and subtended by a chord south 86 degrees 32 minutes 20 seconds east 37.27 feet; (2) south 21 degrees 00 minutes 00 seconds east 87.66 feet; (3) south 27 degrees 55 minutes 20 seconds west 358.34 feet; (4) north 41 degrees 27 minutes 20 seconds west 112.07 feet; (5) north 28 degrees 40 minutes 07 seconds east 258.86 feet; (6) north 28 degrees 46 minutes 20 seconds east 102.20 feet to the place of beginning. Area—38,355 square feet, more or less. The improvements thereon being known as No. 1238 Cathedral Drive.

Improved by a one-story detached masonry dwelling, containing six rooms, one bath and attached car-port.

At the conclusion of the offering of the above described premises:

FOURTEENTH PARCEL:

ALL that leasehold interest in all that lot of ground and premises described as follows:

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 217, as shown on the "Plat of Section 4—LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances: (1) by a curve to the left having a radius of 250.00 feet, a length of arc of 46.25 feet and subtended by a chord south 35 degrees 07 minutes 40 seconds east 46.19 feet; (2) south 40 degrees 25 minutes 40 seconds east 16.27 feet; (3) south 49 degrees 34 minutes 20 seconds west 150.15 feet; (4) north 41 degrees 44 minutes 23 seconds west 70.73 feet; (5) north 25 degrees 31 minutes 57 seconds west 8.61 feet; (6) north 69 degrees 06 minutes 50 seconds east 17.16 feet; (7) north 40 degrees 25 minutes 40 seconds west 16.52 feet; (8) north 60 degrees 10 minutes 15 seconds east 140.00 feet to the place of beginning. Area — 11,752 square feet, more or less. The improvements thereon being known as No. 1224 Cathedral Drive.

Subject to the payment of an annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a one-story detached masonry dwelling, containing seven rooms, one bath and attached car-port.

At the conclusion of the offering of the above described premises:

FIFTEENTH PARCEL:

ALL that leasehold interest in all that lot of ground and premises described as follows:

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 216, as shown on the "Plat of Section 4—LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances: (1) south 40 degrees 25 minutes 40 seconds east 75.00 feet; (2) south 49 degrees 34 minutes 20 seconds west 148.43 feet; (3) north 41 degrees 44 minutes 23 seconds west 75.02 feet; (4) north 49 degrees 34 minutes 20 seconds east 150.15 feet to the place of beginning. Area—11 .97 square feet, more or less. The improvements thereon being known as No. 1226 Cathedral Drive.

Subject to the payment of an

being the northwest corner of Lot No. 221, as shown on the "Plat of Section 4—LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances: (1) south 40 degrees 25 minutes 40 seconds east 75.00 feet; (2) south 49 degrees 34 minutes 20 seconds west 143.28 feet; (3) north 41 degrees 44 minutes 23 seconds west 75.02 feet; (4) north 49 degrees 34 minutes 20 seconds east 145.00 feet to the place of beginning. Area—10,811 square feet, more or less. The improvements thereon being known as No. 1232 Cathedral Drive. SUBJECT to a 5 foot storm drainage easement along the 2nd line of above lot.

Subject to the payment of an annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a one-story detached masonry dwelling, containing seven rooms, one bath and attached car-port.

At the conclusion of the offering of the above described premises:

NINETEENTH PARCEL:

ALL that leasehold interest in all that lot of ground and premises described as follows:

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 222, as shown on the "Plat of Section 4—LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances: (1) south 40 degrees 25 minutes 40 seconds east 75.00 feet; (2) south 49 degrees 34 minutes 20 seconds west 141.56 feet; (3) north 41 degrees 44 minutes 23 seconds west 75.02 feet; (4) north 49 degrees 34 minutes 20 seconds east 143 28 feet to the place of beginning. Area—10,682 square feet, more or less. The improvements thereon being known as No. 1234 Cathedral Drive. SUBJECT to a 5 foot storm drainage easement along the 4th line of above lot.

Subject to the payment of an annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a one-story detached masonry dwelling, containing six rooms, one bath and attached car-port.

The improvements upon the above described premises are in various stages of completion, ranging from approximately 85% to 100%, and each property will be offered for sale in its "as is" condition, at the time of sale.

Propective purchasers are invited to make such examination of these dwellings, in advance of the selling date, as will enable them to bid intelligently at the time of sale. Inspections can be arranged by application to the undersigned Attorney Named in the Mortgage.

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

MANNER OF SALE

Each property will be offered for sale separately, and if, in the discretion of the Attorney, the bids therefor are satisfactory, the bids will be accepted and the sale

record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1223 Crawford Drive.

Subject to the paymeot of annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a one-story detached masonry dwelliog, containing six rooms, one bath and attached car-port.

At the conclusion of the offering of the above described premises:

THIRD PARCEL:

ALL that leasehold interest in Lot No. 210, situated on tha northeasternmost side of Cathedral Driva, as said lot is shown and designated on the Plat entitled "Section 5—LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35 The improvements thereon oeing known as No. 1219 Cathedral Drive.

Subject to the payment of an annual ground rent of $108.00, payabla in equal semi-annual installments.

Improved by a one-story detached masonry dwelling, contaiuing six rooms, one bath and attached car-port.

At the conclusion of the offering of the above described premises:

FOURTH PARCEL:

ALL that leasehold interest in Lot No. 211, situated on the northeasternmost side of Cathedral Drive, as said lot is shown and designated on the Plat entitled "Section 5—LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1221 Cathedral Drive.

Subject to the payment of an annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a one-story detached masonry dwelling, containing six rooms, one bath and attached car-port.

At the cooclusioo or tha offering of the above described premises:

FIFTH PARCEL:

ALL that leasehold interest in Lot No. 212, situated at the corner formed by the Intersectioo of the northeasternmost side of Cathedral Drive with the northwesternmost side of Hutton Drive, as said lot is shown and designated oo the Plat entitled "Section 5—LEHIGH," which Plat is oow of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No 1206 Hutton Drive.

Subject to the payment of an annual ground rent of $108.00, payabla in equal semi-aonual installments.

Improved by a one-story detached masonry dwelling, containing six rooms, one bath and attached car-port.

At the conclusion of the offering of the above described premises:

SIXTH PARCEL:

ALL that leasehold interest in Lot No. 213, situated on the northwesternmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section 5—LEHIGH," which Plat is now of

At the conclusion of the offering of the above described premises:

ELEVENTH PARCEL:

ALL that leasehold interest in Lot No. 233, situated on tha easternmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section 5—LEHIGH," which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. Tha improvements thereon being known as No. 1203 Hutton Drive.

Subject to the paymant of an annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a ooe-story detached masonry dwelling, containing six rooms, one bath and attached car-port.

At tha conclusion of the offering of the above described premises:

TWELFTH PARCEL:

ALL that leasehold loterest in all that lot of ground and premises described as follows:

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being tha northwest corner of Lot No. 223, as shown on the "Plat of Section 5—LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances: (1) south 40 degrees 25 minutes 40 seconds east 25.93 feet; (2) by a curve to the right having a radius of 100 00 feet, a-length of arc of 80.98 feet and subtended by a chord south 17 degrees 13 minutes 30 seconds east 78.78 feet; (3) to a point of reverse curve to the left naving a radius of 45.00 feet, a ength of arc of 53.44 feet and subtended by a chord south 28 degrees 03 minutes 40 seconds east 50.36 feet; (4) south 28 degrees 46 minutes 20 seconds west 102.20 feet; 5) north 41 degrees 44 mloutes 23 saconds west 183.86 feet; (6) north 49 degrees 34 minutes 20 seconds east 141.56 feet to the place of beginning. Area — 19,631 square feet, mora or less. The improvements thereon being known as No. 1236 Cathedral Drive.

Subject to tha payment of an annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a one-story detached masonry dwelling, containing six rooms, one bath and attached car-port.

At the cooclusion of the offering of the above described premises:

THIRTEENTH PARCEL:

ALL that fee simple interest in all that lot of ground and premises described as follows:

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 224, as showo on the "Plat of Sectioo 5—LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances: (1) by a curve to the left having a radius of 45.00 feet, a length of arc of annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a one-story detached masonry dwelling, contaioing six rooms, ooa bath and attached car-port.

At the conclusion of the offering of the above described premises:

SIXTEENTH PARCEL:

ALL that leasehold interest in all that lot of ground and premises described as follows:

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Driva, said point being the northwest corner of Lot No, 219, as shown on tha "Plat of Section 4—LEHIGH," recorded amoog the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39, and running thence, referring the courses of this description, to the meridian of the aforesaid Plat, the following courses and distances: (1) south 40 degrees 25 minutes 40 seconds east 75.00 feet; (2) south 49 degrees 34 minutes 20 seconds west 146.71 feet; (3) north 41 degrees 44 minutes 23 seconds west 75.02 feet; (4) north 49 degrees 34 minutes 20 seconds east 148.43 feet to the place of beginning. Area—11,068 square feet, more or less. The improvements thereon being known as No. 1228 Cathedral Drive.

Subject to the payment of an annual ground rent of $108.00, payable in equal semi-angual installments.

Improved by a one-story detached masonry dwelling, containing six rooms, one bath and attached car-port.

At the conclusion of the offering of the above described premises:

SEVENTEENTH PARCEL

ALL that leasehold interest in all that lot of ground and premises described as follows:

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest cornar of Lot No: 220, as shown on the "Plat of Section 4—LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No 26, Folio 39, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances: (1) south 40 degrees 25 minutes 40 seconds east 75.00 feet; (2) south 49 degrees 34 minutes 20 seconds wast 145 00 feet; (3) oorth 41 degrees 44 minutes 23 secoods west 75.02 feet; (4) north 49 degrees 34 minutes 20 seconds east 146.71 feet to the place of beginning. Area—10,940 square feet, more or less. The improvements thereon being known as No. 1230 Cathedral Drive.

Subject to the payment of an annual ground rent of $108.00, payable in equal semi-annual installments.

Improved by a one-story detached masonry dwelling, containing six rooms, one bath and attached car-port.

At the cooclusioo of the offering of the above described premises:

EIGHTEENTH PARCEL.

ALL that leasehold interest in all that lot of ground and premises described as follows:

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point

made final.

In the event any of the bids for the separate properties are not satisfactory, such unsatisfactory bids will be held in reserve, and the properties for which unsatisfactory individual bids were made, will be offered as an entirety for a lump sum bid, and sold in the manner producing the largest amount. All bids are to be subject to acceptance or rejaction by the Attorney.

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

If any of the properties are sold on separate bids, a cash deposit of $500.00 will be required of the purchaser of each one of the properties on tha day of sale, but if all or any of said properties are sold as an entirety, to one purchaser, a cash deposit of ten per cent of the bid will be required of such purchaser, balance of purchase price to bear interest at 6% from day of sale.

WILLIAM F. PODLICH

Attorney Named in Mortgage

E. T. NEWELL & CO.,

Auctioneers

D-26

LIBER 115 PAGE 58 OFFIC OF 12,419

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1958

We hereby certify, that the annexed

Attorneys Sale

19 Valuable Properties

Lehigh Construction Co.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of December, 1957. The first insertion being made the 5th day of December, 1957

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

FILED

No. M. G. 4421 1958 JAN -4 AM 10:37

X3

LIBER 115 PAGE 59

IN THE MATTER OF THE SALE OF THE MORTGAGED FEE SIMPLE AND LEASEHOLD PROPERTIES OF LEHIGH CONSTRUCTION COMPANY, INC.	:	NO. 12,419 - EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY DOCKET 17 - FOLIO 180

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 30th day of December, 1957, the undersigned Auctioneer did sell the eight properties herein referred to, situated in LEHIGH, in the Third Election District of Anne Arundel County (and being more fully described in the Advertisement of the Public Sale of said properties, published in THE MARYLAND GAZETTE) as follows:

LOT NO.	SECTION NO.	HOUSE NO.	GROUND RENT
210	5	1219 Crawford Drive	$108.00
211	5	1221 Cathedral Drive	$108.00
212	5	1206 Hutton Drive	$108.00
215	5	1207 Hutton Drive	$108.00
225	5	1209 Hutton Place	$108.00
220	4	1230 Cathedral Drive	$108.00
221	4	1232 Cathedral Drive	$108.00
222	4	1234 Cathedral Drive	$108.00

BEING the lots which are 3rdly, 4thly, 5thly, 8thly, 9thly, 17thly, 18thly and 19thly described in the Advertisement of Sale of said Properties in The Maryland Gazette.

IT IS FURTHER CERTIFIED that the above mentioned properties were sold unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION at and for the sum of Forty-Four Thousand Eight Hundred and no/100 Dollars, said purchaser being, at that figure, the highest bidder therefor.

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

E. T. NEWELL & CO.

By _____
President
Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did on the 30th day of December, 1957, purchase the eight properties described in the aforegoing "CERTIFICATE OF AUCTIONEER" from WILLIAM F. PODLICH, Attorney named in Mortgage, at and for the sum of Forty-Four Thousand Eight Hundred and no/100 Dollars, of which the sum of Four Thousand Four Hundred Eighty and no/100 Dollars was paid on account to said Attorney, and the undersigned hereby agrees to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

(10%)

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By John L. Fishel
President

FILED
1958 JAN -8 AM 10:51

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LIBER 115 PAGE 60

IN THE MATTER OF THE SALE	:	NO. 12,419 - EQUITY
OF THE FEE SIMPLE AND MORTGAGED/LEASEHOLD PROPERTIES	:	IN THE CIRCUIT COURT
OF	:	FOR ANNE ARUNDEL COUNTY
LEHIGH CONSTRUCTION COMPANY, INC.	:	DOCKET 17 - FOLIO 180
	:	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1- That under and by virtue of the power contained in a Mortgage from LEHIGH CONSTRUCTION COMPANY, INC., to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated June 21, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1038, Folio 458, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said WILLIAM F. PODLICH, Attorney Named in 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, December 30th, 1957, beginning at 1 o'clock, P.M., at the said mortgaged premises, offer for sale at Public Auction, the premises which are thirdly, fourthly, fifthly, eighthly, ninthly, seventeenthly, eighteenthly and nineteenthly fully and particularly described in the Advertisement of Sale of said mortgaged premises, which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report; said eight premises being also identified as follows:

Leasehold property known as No. 1219 CRAWFORD DRIVE, subject to an annual ground rent of $108.00.

Leasehold property known as No. 1221 Cathedral Drive, subject to an annual ground rent of $108.00.

Leasehold property known as No. 1206 HUTTON DRIVE, subject to an annual ground rent of $108.00.

Leasehold property known as No. 1207 HUTTON DRIVE, subject to an annual ground rent of $108.00.

FILED
1958 JAN -8 AM 10: 51

Leasehold property known as No.
1209 HUTTON PLACE, subject to
an annual ground rent of $108.00.

Leasehold property known as No.
1230 CATHEDRAL DRIVE, subject to
an annual ground rent of $108.00.

Leasehold property known as No.
1232 CATHEDRAL DRIVE, subject to
an annual ground rent of $108.00.

Leasehold property known as No.
1234 CATHEDRAL DRIVE, subject to
an annual ground rent of $108.00.

AND the said WILLIAM F. PODLICH, Attorney as aforesaid, then and there sold the said leasehold premises above referred to, unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, at and for the sum of Forty-four Thousand Eight Hundred and 00/100 ($44,800.00) Dollars, it being at that figure, the highest bidder therefor.

2- AND the said Attorney further reports that he had received from the purchaser, the deposit of Four Thousand Four Hundred Eighty and 00/100 ($4,480.00) Dollars, required by the terms of said sale, and has also obtained the written Agreement of the purchaser, to comply with the other of said terms, same being as set out in said Advertisement annexed hereto.

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

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

AND, as in duty bound, etc.

William F. Podlich

(William F. Podlich) Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 7th day of January, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in the aforementioned Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the Sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis

ELSIE CURTIS Notary Public

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ORDER NISI.

LIBER 115 PAGE 62

In The Matter Of The Sale Of The
Mortgaged Fee Simple And Leasehold
XXXXXXXX
Properties Of
Lehigh Construction Company, Inc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,419 Equity

Ordered, this 8 day of January, 1958, That the sale of the Property in these Proceedings mentioned, made and reported by William F. Podlich, Attorney Named in Mortgage, XXXXXXX

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

The report states that the amount of sale was ~~XXXXX~~ $44,800.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 8 Jan., 1958, at 10:51 A. M.

In The Matter Of The Sale Of The
Mortgaged Fee Simple And Leasehold
XXXXXX
Properties Of
Lehigh Construction Company, Inc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of February, 1958 that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1958 FEB 28
P.M. 3.15

17

LIBER 115 PAGE 63

IN THE MATTER OF THE SALE OF THE MORTGAGED FEE SIMPLE AND LEASEHOLD PROPERTIES OF LEHIGH CONSTRUCTION COMPANY, INC.	:	NO. 12,419 - EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY DOCKET 17 - FOLIO 180

********:********

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 30th day of December, 1957, the undersigned Auctioneer did sell THE ELEVEN properties herein referred to, situated in LEHIGH, in the Third Election District of Anne Arundel County (and being more fully described in the Advertisement of the Public Sale of said properties, published in THE MARYLAND GAZETTE), as follows:

LOT NO.	SECTION NO.	HOUSE NO.	GROUND RENT
175	5	1221 CRAWFORD DRIVE	$108.00
176	5	1223 CRAWFORD DRIVE	$108.00
213	5	1204 HUTTON DRIVE	$108.00
214	5	1202 HUTTON DRIVE	$108.00
232	5	1205 HUTTON DRIVE	$108.00
233	5	1203 HUTTON DRIVE	$108.00
223	5	1236 CATHEDRAL DRIVE	$108.00
224	5	1238 CATHEDRAL DRIVE	FEE SIMPLE
217	4	1224 CATHEDRAL DRIVE	$108.00
218	4	1226 CATHEDRAL DRIVE	$108.00
219	4	1228 CATHEDRAL DRIVE	$108.00

BEING THE LOTS WHICH ARE 1ST LY, 2ND LY, 6TH LY, 7TH LY, 10TH LY, 11TH LY, 12TH LY, 13TH LY, 14TH LY, 15TH LY AND 16TH LY DESCRIBED IN THE ADVERTISEMENT OF SALE OF SAID PROPERTIES IN THE MARYLAND GAZETTE.

IT IS FURTHER CERTIFIED that the above mentioned properties were sold unto E. HERBERT ZIMMERMANN AND ERNA B. ZIMMERMANN AND HAROLD E. DORSEY AND MARTHA E. DORSEY at and for the sum of

EIGHTY SIX THOUSAND EIGHT HUNDRED SIXTY FIVE AND NO/100 ———

Dollars, said purchaser being at that figure, the highest bidder therefor.

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

E. T. NEWELL & CO.

By _____
President
Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did on the 30th day of December, 1957, purchase the ELEVEN properties described in the aforegoing "CERTIFICATE OF AUCTIONEER" from WILLIAM F. PODLICH, Attorney Named in Mortgage, at and for the sum of EIGHTY SIX THOUSAND EIGHT HUNDRED SIXTY FIVE AND NO/00 Dollars, of which the sum of EIGHT THOUSAND SIX HUNDRED EIGHTY SIX AND 50/100 ——— 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.

_____ _____

Harold E. Dorsey Martha E. Dorsey

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1958 JAN -8 AM 10:51

(10%)

LIBER 115 PAGE 64

IN THE MATTER OF THE SALE	: NO. 12,419 - EQUITY
OF THE	: IN THE
MORTGAGED FEE SIMPLE AND LEASEHOLD PROPERTIES:	CIRCUIT COURT
OF	: FOR ANNE ARUNDEL COUNTY
LEHIGH CONSTRUCTION COMPANY, INC.	: DOCKET 17-FOLIO 180

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1- That under and by virtue of the power contained in a Mortgage from LEHIGH CONSTRUCTION COMPANY, INC., to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated June 21, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1038, Folio 458, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said WILLIAM F. PODLICH, Attorney Named in 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, December 30th, 1957, beginning at 1 o'clock, P.M., at the said mortgaged premises, offer for sale at Public Auction, the premises which are firstly, secondly, sixthly, seventhly, tenthly, eleventhly, twelfthly, thirteenthly, fourteenthly, fifteenthly and sixteenthly fully and particularly described in the Advertisement of Sale of said mortgaged premises, which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report; said eleven premises being also identified as follows:

Leasehold property known as No. 1221 CRAWFORD DRIVE, subject to an annual ground rent of $108.00.

Leasehold property known as No. 1223 CRAWFORD DRIVE, subject to an annual ground rent of $108.00.

Leasehold property known as No. 1204 HUTTON DRIVE, subject to an annual ground rent of $108.00.

Leasehold property known as No. 1202 HUTTON DRIVE, subject to an annual ground rent of $108.00.

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1958 JAN -8 AM 10:51

19

Leasehold property known as No. 1205 HUTTON DRIVE, subject to an annual ground rent of $108.00.

Leasehold property known as No. 1203 HUTTON DRIVE, subject to an annual ground rent of $108.00.

Leasehold property known as No. 1236 CATHEDRAL DRIVE, subject to an annual ground rent of $108.00.

Fee Simple property known as No. 1238 CATHEDRAL DRIVE.

Leasehold property known as No. 1224 CATHEDRAL DRIVE, subject to an annual ground rent of $108.00.

Leasehold property known as No. 1226 CATHEDRAL DRIVE, subject to an annual ground rent of $108.00.

Leasehold property known as No. 1228 CATHEDRAL DRIVE, subject to an annual ground rent of $108.00.

AND the said WILLIAM F. PODLICH, Attorney as aforesaid, then and there sold an undivided one-half part or moiety in and to the leasehold and fee simple premises above referred to, unto E. HERBERT ZIMMERMANN and ERNA B. ZIMMERMANN, his wife, as tenants by the entireties, and the other undivided one-half part or moiety in and to said premises, unto HAROLD E. DORSEY and MARTHA E. DORSEY, his wife, as tenants by the entireties, at and for the sum of Eighty-six Thousand Eight Hundred Sixty-five and 00/100 Dollars ($86,865.00), they being at that figure, the highest bidders therefor.

2- AND the said Attorney further reports that he had received from the purchasers, the deposit of Eight Thousand Six Hundred Eighty-six and 50/100 ($8,686.50) Dollars, required by the terms of said sale, and has also obtained the written Agreement of the Purchasers, to comply with the other of said terms, same being as set out in said Advertisement annexed hereto.

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

4- Said Attorney files herewith a Certificate of the Auctioneer who conducted said sale, and a Certificate of the Purchasers of

20

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 7th day of January, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in the aforementioned Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the Sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis

ELSIE CURTIS Notary Public

ORDER NISI

LIBER 115 PAGE 67

In The Matter Of The Sale Of The Mortgaged Fee Simple And Leasehold

XXXXXXXX

Properties Of Lehigh Construction Company, Inc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,419 Equity

Ordered, this 8 day of January, 1958, That the sale of the Property in these Proceedings mentioned, made and reported by William F. Podlich, Attorney Named in Mortgage, XXXXXXXX

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

The report states that the amount of sale was $86,865.00.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 8 January, 1958, at 10:51 A. M.

(Final Order)

In The Matter Of The Sale Of The Mortgaged Fee Simple And Leasehold

XXXXXXX

Properties Of Lehigh Construction Company, Inc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

Benjamin Michaelson

FILED
1958 FEB. 28
AM 12:10

22

LIBER 115 PAGE 68

IN THE MATTER OF THE SALE OF THE MORTGAGED FEE SIMPLE AND LEASEHOLD PROPERTIES OF LEHIGH CONSTRUCTION COMPANY, INC., a body corporate	NO. 12,419 - EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY DOCKET 17 - FOLIO 180

****

AMENDED STATEMENT OF MORTGAGE CLAIM

Amended 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 LEHIGH CONSTRUCTION COMPANY, INC., to said body corporate, dated June 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1038 Folio 458.

Original Loan		$198,000.00
Amount repaid as per original Statement of Mortgage Claim filed herein on Dec. 26, 1957	- $59,400.00	
Amount repaid since the filing of the above Statement	- 4,800.00	64,200.00
Loan Balance		$133,800.00
Interest 12/1/56 to 12/30/57		6,160.53
Expense Account Deficit		2,161.17
		$142,121.70

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____
(Dwight F. Brunk), Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 13th day of January, 1958, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, Vice President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the Plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

_____
Notary Public

ELSIE CURTIS

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED
1958 JAN 14 AM 10:48

53

LIBER 115 PAGE 69 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISIND

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1958

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12419

Lehigh Construction Co.

$86,865.00

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 12 th day of February, 1958. The first insertion being made the 16 th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Maria Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,419 Equity

In the Matter of the Sale of the Mortgaged Fee Simple and Leasehold Properties of LEHIGH CONSTRUCTION COMPANY, INC.

Ordered, this 8th day of January, 1958, That the sale of the Property in these Proceedings mentioned, made and reported by William F. Podlich, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of February next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of February next.

The report states that the amount of sale was $86,865.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

F-6

FILED

1958 FEB 14 PM 2:14

No. M. G. 15114

24

LIBER 115 PAGE 70 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. 12,419 Equity

In the Matter of the Sale of the Mortgaged Fee Simple and Leasehold Properties of
LEHIGH CONSTRUCTION COMPANY, INC.

Ordered, this 8th day of January, 1958, That the sale of the Property in these Proceedings mentioned, made and reported by William F. Podlich, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of February next.

The report states that the amount of sale was $44,800.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1958

We hereby certify, that the annexed

Order Nisi - Sale - Eq 12419

Lehigh Construction Co.

$ 44,800.00

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1515 1958 FEB 14 PM 2:14 By Norris Tate

25

WILLIAM F. PODLICH, Solicitor
301 Meyerhoff Build[illegible]
Baltimore 1, M

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Known as No. 1212 Montgomery Drive (Being Lot No. 137 on Plat of Section Five (5) of LEHIGH) Situated 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 December 12, 1955, and recorded among the Mortgage Records of Anne Arundel County in Liber GTC No. 987, folio 332, from LEHIGH CONSTRUCTION COMPANY, INC. to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said Mortgage being now in default, will sell at Public Auction on the premises, on

Tuesday, Dec. 10, 1957
at 2:30 o'clock P.M.

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

ALL that lot of ground and premises known and designated as Lot Number 137, fronting on the southwest side of Montgomery Drive, as shown on the plat of Section Five (5) of Lehigh, which Plat is recorded among the Land Records of Anne Arundel County, in Plat Book JHH No. 26, folio 35. The improvements thereon being now known as No. 1212 Montgomery 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.

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

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

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

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

D-5

LIBER 115 PAGE 71 OF [illegible]E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1958

We hereby certify, that the annexed

Attorneys Sale

Lehigh Construction Co.

1212 Montgomery Drive

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 10th day of November, 1957. The first insertion being made the 14th day of November, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

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

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Known as No. 1214 Cathedral Drive, (Being Lot No. 183 on Plat of Section Four (4) of LEHIGH) Situated 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 March 6, 1956, and recorded among the Mortgage Records of Anne Arundel County in Liber GTC No. 1007, folio 114, from LEHIGH CONSTRUCTION COMPANY, INC. to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said Mortgage being now in default, will sell at Public Auction on the premises on

Tuesday, December 10th, 1957 at 2:45 o'clock P.M.

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

ALL that lot of ground and premises known and designated as Lot Numbered 183, fronting on the southernmost side of Cathedral Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book JHH No. 26, folio 39. The improvements thereon being now known as No. 1214 Cathedral 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.

TERMS OF SALE: CASH upon ratification of sale by the Circuit Court for Anne Arundel County, In Equity.

27 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 on said property will be required of the purchaser on the day of sale balance of purchase price to bear interest at 6% from day of sale.

Attorney named in Mortgage
WILLIAM F. PODLICH
E. T. NEWELL & CO.,
Auctioneer D-5

LIBER 115 PAGE 72 OF E OF

12

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1958

We hereby certify, that the annexed Attorney's Sale

Lehigh Construction Co.
1214 Cathedral Drive

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of December, 1957. The first insertion being made the 14th day of November, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pate

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

LIBER 115 PAGE 73

In the Case of

In the Matter of the Sale of the Mortgaged Fee Simple and Leasehold Properties of ~~MSx~~

Lehigh Construction Company, Inc.

In the

Circuit Court

For

Anne Arundel County

No. 12,419 Equity

To the Honorable, the Judges of said Court

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

June 18, 1958

All of which is respectfully submitted

Laura K. Ticklang
Auditor

FILED

1958 JUN 24 AM 9.39

In the Case of

28

Dr. In the Matter of the Sale of the Mortgaged Fee Simple and Leasehold Properties of Lehigh Construction Company, Inc. in ac.

To Attorney for Fee, viz:	750 00		
To Attorney for Commissions on first sale ($87,882.54) - Order of 6/10/58, viz:	1,658 83		
To Attorney for Commissions on second sale ($45,203.20), viz:	1,184 06		3,592 89
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	45 00		
Auditor - stating this account and two copies	67 50		122 50
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale	430 00		
Capital-Gazette Press - orders nisi (sales)	16 00		
Capital-Gazette Press - order nisi (acct)	6 00		
U.S. Fidelity & Guaranty Co. -bond premium	588 00		
E.T. Newell & Co., Inc. -auctioneer's fee (sale of 19 properties)	475 00		
One-half Federal documentary stamps - (first sale)	47 85		
One-half State documentary stamps - (first sale)	47 85		
One-half Federal documentary stamps - (second sale)	24 75		
One-half State documentary stamps - (second sale)	24 75		
Elsie Curtis - notary fees	2 50		1,662 70
To Attorney for Taxes, viz:			
1957 State and County taxes on following properties:			
1221 Crawford Drive	150	46	
1223 Crawford Drive	150	46	
1204 Hutton Drive	150	46	
1202 Hutton Drive	160	64	
1205 Hutton Drive	160	64	
1203 Hutton Drive	150	46	
1236 Cathedral Drive	150	46	
1238 Cathedral Drive	150	46	
1224 Cathedral Drive	160	64	
1226 Cathedral Drive	150	46	
1228 Cathedral Drive	150	46	
1219 Cathedral Drive	150	46	
1221 Cathedral Drive	150	46	
1206 Hutton Drive	150	46	
1207 Hutton Drive	150	46	
1209 Hutton Place	150	46	
1230 Cathedral Drive	150	46	
1232 Cathedral Drive	160	64	
1234 Cathedral Drive	150	46	2,899 46

LIBER 115 PAGE 75

To Attorney for Ground Rent, viz: Ground rent of $108.00 each from 9/6/57 to 12/30/57 on following properties: 1221 Crawford Drive 1223 Crawford Drive 1204 Hutton Drive 1202 Hutton Drive 136 80 1206 Hutton Drive 1221 Cathedral Drive 68 40		
Ground rent of $108.00 each from 10/17/57 to 12/30/57 on following properties 1205 Hutton Drive 1203 Hutton Drive 1236 Cathedral Drive 1224 Cathedral Drive 1226 Cathedral Drive 1228 Cathedral Drive 131 40 1219 Cathedral Drive 1207 Hutton Drive 1209 Hutton Place 1230 Cathedral Drive 1232 Cathedral Drive 1234 Cathedral Drive 131 40		468 00
To Attorney for Benefit Charges, viz: 1957 water and sewer benefit charges on following properties: 1221 Crawford Drive 38 30 1223 Crawford Drive 29 27 Metered water to 12/3/57 - 1223 Crawford Drive 9 90 Metered water from 12/3/57 to 12/30/57 - 1223 Crawford Drive 1 00		78 47
To Aurora Federal Savings and Loan Association, mortgagee - this balance on account mortgage claim	124,261 72	124,261 72
		133,085 74
Amount of Amended Mortgage Claim Filed	142,121 70	
Cr. Amount allowed above	124,261 72	
Balance subject to decree in personam	17,859 98	

29

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

1957					
Dec.	30	Proceeds of Sale of ten leasehold properties and one fee simple property situated in "Lehigh" and designated as follows:			
		#1221 Crawford Drive - Lot 175 #1223 Crawford Drive - Lot 176 #1204 Hutton Drive - Lot 213 #1202 Hutton Drive - Lot 214 #1205 Hutton Drive - Lot 232 #1203 Hutton Drive - Lot 233 #1236 Cathedral Drive - Lot 223 #1238 Cathedral Drive - Lot 224 #1224 Cathedral Drive - Lot 217 #1226 Cathedral Drive - Lot 218 #1228 Cathedral Drive - Lot 219	86,865 00		
		Interest on deferred payment of $78,198.50 to 3/18/58 - 2 months 18 days	1,017 54		87,882 54
		Proceeds of Sale of eight leasehold properties in "Lehigh" designated as follows:			
		#1219 Crawford Drive - Lot 210 #1221 Crawford Drive - Lot 211 #1206 Hutton Drive - Lot 212 #1207 Hutton Drive - Lot 215 #1209 Hutton Place - Lot 225 #1230 Cathedral Drive- Lot 220 #1232 Cathedral Drive- Lot 221 #1234 Cathedral Drive- Lot 222	44,800 00		
		Interest on deferred payment of $40,320.00 to 3/1/58 - 2 months	403 20		45,203 20
					133,085 74

LIBER 115 PAGE 77

ORDER NISI

In the Matter of the Sale of the Mortgaged Fee Simple and Leasehold Properties of ~~VERSUS~~

Lehigh Construction Company, Inc.

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No 12,419 Equity

FILED
1958 JUN 24 AM 9.39

ORDERED, This 24th day of June 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28th day of July next, Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of July next

Benjamin T. Caldwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th day of July, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received

Benjamin Michaelson
Judge.

FILED
1958 JUL 29 PM 3 29

LIBER 115 PAGE 78

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. 12,419 Equity

In the Matter of the Sale of the Mortgaged Fee Simple and Leasehold Properties of LEHIGH CONSTRUCTION COMPANY, INC.

Ordered, this 24th day of June, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of July next.

GEORGE T. CROMWELL, Clerk.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 26, 1958

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity No. 12419 Lehigh Construction Co. Inc

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of July, 1958. The first insertion being made the 26th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

FILED

No. M. G. 463 JUL 26 AM 11:46

32

LIBER 115 PAGE 79

IN THE MATTER OF THE SALE OF	*	No. 12,879 Equity
THE MORTGAGE REAL ESTATE OF	*	In the Circuit Court For
JESSE E. GRIMES AND HELEN E.	*	Anne Arundel County
GRIMES, HIS WIFE	*	17-448

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

Wm. W. Townshend, Jr.
William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1958 SEP 29 PM 1:58

L. 3297

LIBER 115 PAGE 80

LIBER 1083 PAGE 439

2nd Mtg
Dr. Baxter John
Shadyside
No. 12,879 County

PURCHASE MONEY

This Mortgage,

made this 30th day of November in the year one thousand nine hundred and fifty-six, between

JESSE E. GRIMES and HELEN E. GRIMES, 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

SEVENTEEN THOUSAND DOLLARS - ($17,000.00)

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 FORTY FOUR DOLLARS - - - - - - - - - - ($144.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

ALL those three tracts containing 8.642, 1.97 and 1.059 acres, more or less, as more particularly described by metes and bounds in deed of even date herewith to the within-named Mortgagors from Baxter S. John and Helen Marie John, his wife, said deed intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

11/30/56 J.T.E 1083/436

FILED

1958 SEP 29 PM 1:58

2

The said Mortgagor 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.

3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

Jesse E. Grimes ..... (SEAL)
Jesse E. Grimes

Helen E. Grimes ..... (SEAL)
Helen E. Grimes

..... (SEAL)

LIBER 115 PAGE 82

State of Maryland, Anne Arundel County, to wit

I HEREBY CERTIFY, that on this 30th day of November, 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 Jesse E Grimes and Helen E Grimes, 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.

Pauline M. Bozman

NOTARY PUBLIC

Pauline M. Bozman

My Commission expires 5/6/57

Rec'd for record Dec. 3 1956 at 2:14 P.M.
Mailed to Wm. W. Townshend, Jr.

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

PURCHASE MONEY
MORTGAGE
FROM
JESSE E. GRIMES AND
HELEN E. GRIMES, HIS WIFE
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record DEC -3 PM 2 14 ... CROMWELL, CLERK
19 at o'clock M.
Same day recorded in Liber 1083 FOLIO 439
No folio one of
the Land Records of Anne Arundel County
and examined per
Clerk.

Cost of Record $ 7.50

LIBER 115 PAGE 84

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

No. 12,879 Equity

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Jesse E. Grimes and Helen E. Grimes, his wife, dated November 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1083, folio 439, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, OCTOBER 28, 1958

at 10:30 o'clock A.M.

All those tracts or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

(1) Beginning for the same at an iron pipe on the County Road leading from Highway No. 4 to Deale Beach, said point being the Southwest corner of the Old Franklin Cemetery; thence North 24° 25' East, 201.96 ft. along said cemetery south line to the southeast corner of same; thence North 67° 43' West, 252.45 ft. along the cemetery east line to a pipe on the northeast corner of cemetery; thence upon the lands of Mary Dorsey North 17° 07' East, 370.10 ft. to a pipe on a fence corner of the lands of Dorsey and Franklin; thence along Franklin's west line, South 65° 15' East, 570.81 ft. to a point on the shore of Carr's Creek; thence along the shore of said creek, the following seven courses: South 18° East, 255.45 ft.; South 29° 30' East, 105.60 ft.; South 9° 30' East, 339.24 ft.; South 55° West, 68.31 ft.; North 42° West, 391.05 ft.; South 81° West, 165.99 ft.; South 1° East, 91.08 ft. to the line of John Pullin; thence departing from the shore along Pullin's line, North 88° West, 94.05 ft. to a pipe on the County Highway; thence along said County Highway, North 35° 15' West, 164.34 ft. to the place of beginning. Containing 8.642 acres, more or less.

(2) Beginning for the same at an iron pipe set on the north side of the County Road where the division line between the property conveyed to Mary Dorsey by Nichola H. Green, Trustee, July 1932, and recorded among the Land Records of Anne Arundel County in Liber FSR 98, Folio 260 and that of a colored graveyard interesects the north side of said County Road and running from thence and with the north and east side of said County Road, North 78° 25' West, 261 ft., North 54° 47' West, 106.18 ft., North 16° 44' West, 84.35 ft. and North 4° 38' West, 93.7 ft. to a pipe; thence leaving the County Road and running across part of the Mary Dorsey property, North 87° 46' East, 384.71 ft. to a pipe set in the fence line, said fence line being the division line between the Mary Dorsey property and that of B. S. John; thence with the same South 15° West, 203.6 ft. to a pipe set at the northwesternmost corner of the aforementioned graveyard; thence with the west side of said graveyard, South 5° 26' East, 45.53 ft., and South 31° 33' East, 70.6 ft. to the place of beginning. Containing 1.97 acres, more or less.

FILED

1958 SEP 29 PM 1:58

6

(3) Beginning for the same at an iron pipe set in the fifth course of the deed dated March 29, 1947, from Mary E. Dorsey to Baxter S. John, et al, and recorded among the Land Records of Anne Arundel County in Liber JHH 442, folio 312, said beginning point being distant South 89° East, 153.50 ft. along said fifth course from an iron pipe set at its beginning on the easterly side of the County Road leading from Maryland State Road No. 256 to Deale Beach, said fifth course being a division line between the property of Mary E. Dorsey and property of Baxter S. John and thence leaving said fifth course and running across the land of Mary E. Dorsey, North 7° 27' East, 193.62 ft. to an iron pipe set at the base of a fence post in the fence line marking the division line between the land of Mary E. Dorsey and the abutting land on the north; thence with said fence and division line North 88° 45' East, 186.28 ft. to a post in said fence and thence running with the last mentioned division line South 60° East, 81.49 ft. to an iron pipe found marking a point common to the said land abutting on the North and the northerly end of the third course and division line of the deed dated April 30, 1945, conveyed by Mary E. Dorsey to Baxter S. John, et al, and recorded among said Land Records in Liber JHH No. 333, folio 20 and running thece with said last mentiuned division line South 17° 45' West, 167.38 ft. to an iron pipe found on the fence marking the same and running thence with the first mentioned fifth course, South 89° West, 230.85 ft. to the place of beginning. Containing 1.059 acres, more or less.

These three parcels of ground being the same property conveyed to Jesse E. Grimes and Helen E. Grimes, his wife, by Baxter S. John and Helen Marie John, his wife, by deed dated November 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1083, folio 436.

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

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette Press
October 2, 9, 16, 23, 1958

7

LIBER 115 PAGE 186

In the Matter of the Mortgaged * No. 12,879 Equity
Real Estate of Jesse E. Grimes * In the Circuit Court for
and Helen E. Grimes, his wife * Anne Arundel County

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

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

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

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

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

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

Subscribed and sworn to before
me this 22 day of October, 1958.

Grace Senseney
Grace Senseney, Notary Public

My commission expires 5/4/59

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED
1958 OCT 22 AM 11:40

LIBER 115 PAGE 87

New Amsterdam Casualty Company

A STOCK COMPANY

227 ST PAUL STREET
BALTIMORE MD

LIBER 9 PAGE 445

60 JOHN STREET
NEW YORK

12,879 Equity

BOND NO. 279318

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 SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 ($17,500.00) 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 Jesse E. Grimes and Helen E. Grimes, his wife, to United Federal Savings and Loan Association, bearing date November 30, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1083, Folio 439, 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 Sensenney

William W. Townshend

Witness as to Surety:

S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

BY: R. H. Nichols

R. H. Nichols, Attorney-in-fact

Bond filed and approved
the 22nd day of October
1958.

George T Cromwell, Clerk

FILED
1958 OCT 22 AM 11:41

9

LIBER 115 PAGE 188

In the Matter of the Mortgaged * No. 12,879 Equity

Real Estate of Jesse E. Grimes * In the Circuit Court for

and Helen E. Grimes, his wife * Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Jesse E. Grimes and Helen E. Grimes, his wife, dated November 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1083, folio 439.....		$17,000.00
Total amount paid on principal.....	$1097.42	
Credit Expense Account.....	259.37	1,356.79
		$15,643.21
Interest 7/1/58 to 9/30/58.....	$ 238.53	
Interest 10/1/58 to 10/28/58.....	74.20	312.73
		$15,955.94
Late charges		26.08
Total amount of mortgage indebtedness		$15,982.02

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 24th day of 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.

FILED

1958 OCT 24 PM 1:41

10

LIBER 115 PAGE 89 12879

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 Jesse E. Grimes and Helen E. Grimes, his wife, dated November 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1083, folio 439, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, Oct. 28, 1958

at 10:30 o'clock A.M.

All those tracts or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

(1) Beginning for the same at an iron pipe on the County Road leading from Highway No. 4 to Deale Beach, said point being the Southwest corner of the Old Franklin Cemetery; thence North 24° 25' East, 201.96 ft. along said cemetery south line to the southeast corner of same; thence North 67° 43' West, 252.45 ft. along the cemetery east line to a pipe on the northeast corner of cemetery; thence upon the lands of Mary Dorsey North 17° 07' East, 370.10 ft. to a pipe on a fence corner of the lands of Dorsey and Franklin; thence along Franklin's west line, South 65° 16' East, 570.81 ft. to a point on the shore of Carr's Creek; thence along the shore of said Creek, the following seven courses; South 18° East, 255.45 ft.; South 29° 30' East, 105.60 ft.; South 9° 30' East, 339.24 ft.; South 55° West, 68.31 ft.; North 42° West, 391.05 ft.; South 81° West, 165.99 ft.; South 1° East, 91.08 ft. to the line of John Pullin; thence departing from the shore along Pullin's line, North 88° West, 94.05 ft. to a pipe on the County Highway; thence along said County Highway, North 35° 15' West, 164.34 ft. to the place of beginning. Containing 8.642 acres, more or less.

(2) Beginning for the same at an iron pipe set on the north side of the County Road where the division line between the property conveyed to Mary Dorsey by Nichola H. Green, Trustee, July, 1932, and recorded among the Land Records of Anne Arundel County in Liber FSR 98, Folio 260 and that of a colored graveyard intersects the north side of said County Road and running from thence and with the north and east side of said County Road, North 78° 25' West, 261 ft., North 54° 47' West, 106.18 ft., North 16° 44' West, 84.35 ft. and North 4° 38' West, 93.7 ft. to a pipe; thence leaving the County Road and running across part of the Mary Dorsey property, North 87° 46' East, 384.71 ft. to a pipe set in the fence line, said fence line being the division line between the Mary Dorsey property and that of B. S. John; thence with the same South 15° West, 203.6 ft. to a pipe set at the northwesternmost corner of the aforementioned graveyard; thence with the west side of said graveyard, South 5° 26' East, 45.53 ft., and South 31° 33' East, 70.6 ft. to the place of beginning. Containing 1.97 acres, more or less.

(3) Beginning for the same at an iron pipe set in the fifth course of the deed dated March 29, 1947, from Mary E. Dorsey to Baxter S. John, et al, and recorded among the Land Records of Anne Arundel County in Liber JHH 442, folio 312, said beginning point being distant South 89° East, 153.50 ft. along said fifth course from an iron pipe set at its beginning on the easterly side of the County Road leading from Maryland State Road No. 256 to Deale Beach, said fifth course being a division line between the property of Mary E. Dorsey and property of Baxter S. John and thence leaving said fifth course and running across the land of Mary E. Dorsey, North 7° 27' East, 193.62 ft. to an iron pipe set at the base of a fence post in the fence line marking the division line between the land of Mary E. Dorsey and the abutting land on the north; thence with said fence and division line North 88° 45' East, 186.28 ft. to a post in said fence and thence running with the last mentioned division line South 60° East, 81.49 ft. to an iron pipe found marking a point common to the said land abutting on the North and the northerly end of the third course and division line of the deed dated April 30, 1945, conveyed by Mary E. Dorsey to Baxter S. John, et al, and recorded among said Land Records in Liber JHH No. 333, folio 20 and running thence with said last mentioned division line South 17° 45' West, 167.38 ft. to an iron pipe found on the fence marking the same and running thence with the first mentioned fifth course, South 89° West, 230.85 ft. to the place of beginning. Containing 1.059 acres, more or less.

LIBER 115 PAGE 90

These three parcels of ground being the same property conveyed to Jesse E. Grimes and Helen E. Grimes, his wife, by Baxter S. John and Helen Marie John, his wife, by deed dated November 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1083, folio 436.

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 31 PM 3:11

Annapolis, Maryland
October 28, 1958

LIBER 115 PAGE 91

I hereby certify that I have this 28th day of October, 1958, sold the property of William W. Townshend, Jr., containing 11.671 acres more or less, lying in the Seventh Election District of Anne Arundel County, State of Maryland, unto

United Federal Savings and Loan Association of Glen Burnie at and for the sum of $17,000.00,

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

Robert H. Campbell, Auctioneer

Annapolis, Maryland
October 28, 1958

I/We hereby certify that I/we have this 28th day of October, 1958, purchased from William W. Townshend, Jr., Attorney, the property containing 11.671 acres more or less, lying in the Seventh Election District of Anne Arundel County, State of Maryland, at and for the sum of

$17,000.00

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

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

By: Wilmer M. Johnson

Wilmer M. Johnson, President — Purchaser

Purchaser

FILED

1958 OCT 31 PM 3 11

LIBER 115 PAGE 92

In the Matter of the Mortgaged Real * No. 12,879 Equity
Estate of Jesse E. Grimes and * In the Circuit Court for
Helen E. Grimes, 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 Jesse E. Grimes and Helen E. Grimes, his wife, dated November 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1083, folio 439, 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 28, 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 Seventeen Thousand Dollars ($17,000.00), being at that figure the highest bidder therefor, said property described as follows:

All those tracts or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland as follows:

Parcel 1: Containing 8.642 acres, more or less.

Parcel 2: Containing 1.97 acres, more or less.

Parcel 3: Containing 1.059 acres, more or less.

Being the same parcels of ground conveyed unto Jesse E. Grimes and Helen E. Grimes, his wife, by Baxter S. John and Helen Marie John, his wife, by deed dated November 30, 1956, and recorded

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1958 OCT 31 PM 3:11

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among the Land Records of Anne Arundel County in Liber GTC No. 1083, folio 436. The aforementioned parcels of ground being described by metes and bounds in said deed.

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 31st day of October, 1958, 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

SEAL GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL

ORDER NISI

LIBER 115 PAGE 94

In the Matter of the Mortgaged Real Estate of Jesse E. Grimes and Helen E. Grimes, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,879 Equity

Ordered, this 31st 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 ~~Trustee~~,

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

The report states that the amount of sale ~~to be~~ was $ 17,000.00

George J. Cromwell Clerk.

True Copy,

FILED 1958 OCT 31 PM 3:11

TEST: Clerk.

(Final Order)

In the Matter of the Mortgaged Real Estate of Jesse E. Grimes and Helen E. Grimes, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of December, 19-- Finally that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED
1958 DEC -9 PM 3:19

15

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 Jesse E Grimes and Helen E Grimes, his wife, dated Novem ber 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No 1083 folio 439, default having occurred thereunder, the undersigned At torney will offer for sale at public auction on the premises on

Tues., Oct 28, 1958 at 10:30 o'clock A.M.

All those tracts or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows

(1) Beginning for the same at an iron pipe on the County Road leading from Highway No 4 to Deale Beach, said point being the Southwest corner of the Old Frank lin Cemetery, thence North 24 degrees 25' East, 201 96 ft along said cemetery south line to the southeast corner of same thence North 67 degrees 43' West, 252 45 ft along the cemetery east line to a pipe on the northeast corner of cemetery thence upon the lands of Mary Dorsey North 17 degrees 07' East, 370 10 ft to a pipe on a fence corner of the lands of Dor sey and Franklin, thence along Franklin's west line, South 65 degrees 15' East, 570 81 ft to a point on the shore of Carr s Creek, thence along the shore of said creek, the following seven courses South 18 degrees East, 255 45 ft , South 29 degrees 30' East, 105 60 ft, South 9 degrees 30' East, 339 24 ft , South 55 degrees West, 68 31 ft , North 42 degrees West, 391 05 ft , South 81 degrees West, 165 99 ft , South 1 degree East, 91 08 ft to the line of John Pullin, thence departing from the shore along Pullin's line, North 88 degrees West 94 05 ft to a pipe on the County Highway, thence along said County Highway, North 35 degrees 15' West, 164 34 ft to the place of beginning Containing 8 642 acres, more or less

(2) Beginning for the same at an iron pipe set on the north side of the County Road where the division line between the property conveyed to Mary Dorsey by Nicholas H Green, Trustee, July 1932, and recorded among the Land Records of Anne Arundel County in Liber FSR 98, Folio 260 and that of a colored graveyard intersects the north side of said County Road, and running from thence and with the north and east side of said County Road, North 78 degrees 25' West, 261 ft North 54 degrees 47' West, 106 18 ft , North 16 degrees 44 West, 84 35 ft. and North 4 degrees 38' West, 93 7 ft to a pipe, thence leaving the County Road and running across part of the Mary Dorsey property, North 87 degrees 48' East, 384 71 ft to a pipe set in the fence line, said fence line being the division line between the Mary Dorsey property and that of B S John, thence with the same South 15 degrees West, 203 6 ft. to a pipe set at the northwesternmost corner of the aforementioned graveyard, thence with the west side of said graveyard, South 5 degrees 26' East, 45,53 ft , and South 31 degrees 33' East, 70 6 ft to the place of beginning Containing 1 97 acres, more or less.

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

Attorney's Sale

12.879

Jesse E. Grimes

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of October, 1958 The first insertion being made the 2nd day of October, 1958

THE CAPITAL-GAZETTE PRESS, INC

FILED,
1958 NOV -5 AM 11-18

By H. Tilghman

(3) Beginning for the same at an iron pipe set in the fifth course of the deed dated March 29, 1947, from Mary E. Dorsey to Baxter S. John, et al, and recored among the Land Records of Anne Arundel County in Liber JHH 442, follo 312, said beginning point being distant South 89 degrees East, 153.50 ft. along said fifth course from an iron pipe set at its beginning on the easterly side of the County Road leading from Maryland State Road No. 256 to Deale Beach, said fifth course being a division line between the property of Mary E. Dorsey and property of Baxter S. John and thence leaving said fifth course and running across the land of Mary E. Dorsey, North 7 degrees 27' East, 193.62 ft. to an iron pipe set at the base of a fence post in the fence line marking the division line between the land of Mary E. Dorsey and the abutting land on the north; thence with said fence and division line North 88 degrees 45' East, 186.28 ft. to a post in said fence and thence running with the last mentioned division line South 60 degrees East, 81.49 ft. to an iron pipe found marking a point common to the said land abutting on the North and the northerly end of the third course and division line of the deed dated April 30, 1945, conveyed by Mary E. Dorsey to Baxter S. John, et al, and recorded among said Land Records in Liber JHH No. 333, follo 20 and running thence with said last mentioned division line South 17 degrees 45' West, 167.38 ft. to an iron pipe found on the fence marking the same and running thence with the first mentioned fifth course, South 89 degrees West, 230.85 ft. to the place of beginning. Containing 1.059 acres, more or less.

These three parcels of ground being the same property conveyed to Jesse E. Grimes and Helen E. Grimes, his wife, by Baxter S. John and Helen Marie John, his wife, by deed dated November 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1083, folio 436.

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-23

LIBER 115 PAGE 97 OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No 12,879 Equity

In the Matter of the Mortgaged Real Estate of
JESSE E GRIMES and
HELEN E GRIMES, his wife

Ordered, this 31st 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 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

The report states that the amount of sale was $17 000 00

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 - Sale - Eq 12879

Jesse E Grimes

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 8 Th day of December, 1958 The first insertion being made the 6 Th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC

FILED

No M G 6047 1958 DEC -3 AM 11 58 By Marie Pate

17

LIBER 115 PAGE 98

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~his~~
Jesse E. Grimes
and
Helen E. Grimes, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,879 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.

December 15, 1958

Laura R. Jacklung
Auditor.

FILED

1958 DEC 17 AM 9:28

18

Dr

In ac

In the Matter of the Sale of the Mortgaged Real Estate of Jesse E. Grimes and Helen E. Grimes, his wife

To Attorney for Commissions, viz:	540	00		
To Attorney for Fee, viz:	100	00	640	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	107	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	18	65		
New Amsterdam Casualty Co. - bond premium	79	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	9	35		
One-half State documentary stamps	9	35		
Grace Senseney - notary fees	1	50	275	37
To Attorney for Taxes, viz:				
1957 State and County taxes on 1.97 acres	4	59		
1958 State and County taxes ($63.92) - 9 months 28 days	52	72	57	31
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	15,975	82	15,975	82
			17,000	00
Amount of mortgage claim filed	15,982	02		
Cr. Amount allowed above	15,975	82		
Balance subject to decree in personam	6	20		

19

with

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

Cr.

1958			
Oct. 28	Proceeds of Sale	17,000 00	17,000 00
			17,000 00

LIBER 115 PAGE 101

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~MORRIS~~ Jesse E. Grimes and Helen E. Grimes, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No 12,879 Equity

FILED
1958 DEC 17 AM 9 28

ORDERED, This 17 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 26th 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 26th day of January next

George T Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th 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 27 PM 3 30

Benjamin Nicholson
Judge

21

LIBER 115 PAGE 102 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. 12,879 Equity

In the Matter of the Sale of the Mortgaged Real Estate of JESSE E. GRIMES and HELEN E. GRIMES, his wife

Ordered, this 17th 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 26th 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 26th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

J-8

FILED

No. M. 1959 JAN 13 PM 12:58

22

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1959

We hereby certify, that the annexed

Order Nisi Eq 12,879.
Auditor Account.

Jesse E. Grimes

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of January, 1959. The first insertion being made the 23rd day of December, 1958

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

LIBER 115 PAGE 103

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JOHN K. KISLOW AND LUCILLE KISLOW, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity)

No 12,827 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said John K. Kislow and Lucille Kislow, his wife to Baltimore Federal Savings and Loan Association, dated March 1st, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 907 folio 48.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 AUG 27 AM 11:14

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

LIBER 907 PAGE 48

LIBER 115 PAGE 104

MARYLAND

No. 12,827 Equity

MORTGAGE

THIS MORTGAGE, made this 1st day of March, A. D. 19 55, by and between JOHN K. KISLOW and LUCILLE KISLOW, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of ELEVEN THOUSAND THREE HUNDRED AND 00/100ths Dollars ($ 11,300.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-seven 26/100ths Dollars ($ 57.26), commencing on the first day of April, 19 55, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 19 85. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 33 Block O on the Plat entitled "Blocks K, L and M and Parts of Block O Glenwood" which Plat is dated June, 1954 and filed among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 26. The improvements whereon are now known as No. 144 Louise Terrace.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Spector Holding Company, Inc. to the within named Mortgagor.

Plaintiff Exhibit "A"

FILED

1958 AUG 27 AM 11:14

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

16—42820-7

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

36" Gas Range

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Ninety-six and 00/100ths ($96.00) Dollars payable half-yearly on the 1st 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

16—45800-3

3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIBER 115 PAGE 107

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

Witness

JOHN C EVELIUS

John K. Kislow [SEAL]

[SEAL]

Lucille Kislow [SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit

LIBER 907 PAGE 52

I HEREBY CERTIFY, That on this 1st day of March, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John K. Kislow and Lucille Kislow, 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-3rd-March-1955-at-9-A.M.

Application No

Written by pet

Approved by Examiner

Ready for Record

STATE OF MARYLAND

Mortgage
AND CHATTEL

FROM

JOHN K. KISLOW and
LUCILLE KISLOW, his wife

TO

BALTIMORE FEDERAL SAVINGS AND
LOAN ASSOCIATION

Received for Record 3 Mar. 1955 at 9 o'clock A M
Same day recorded in Liber 907 Folio 52
No 907 one of the Land Records of A.A. Co

and examined per JOHN H. HOPKINS 3rd Clerk

Cost of Record, $ 2.70

LIBER 115 PAGE 108

MILITARY AFFIDAVIT No. 12,527 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 25th day of Suguat 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants John K. Kislow and Lucille Kislow, 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

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1958 AUG 27 AM 11:14

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

JOHN K. KISLOW AND

LUCILLE KISLOW, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

LIBER 115 PAGE 109

IN EQUITY

No 12,827 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **John K. Kislow and Lucille Kislow, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **1st** day of **March** 1955, and recorded among the Land Records of **Anne Arundel** County in Liber **J.H.H.** No. **907** Folio **48** .

Amount of Mortgage	**$11,300.00**
Less amount paid on principal	504.32
	10,795.68
Plus - interest to 10/15/1958	425.15
	11,220.83
Plus - overdraft in expense account	330.46
	11,551.29

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **9th** day of **October** 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 true and true statement of the amount of the mortgage claim under the mortgage filed and the said cause now remaining due and unpaid.

GIVEN my hand and Notarial seal.

FILED

1958 OCT 10 AM 10:59

Clara M. Link

Notary Public

Clara M. Link

Mortgage Attorney's Bond.

LIBER 115 PAGE 110

1-369

279328

No. 12,827 Equity

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

LIBER 9 PAGE 436

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Md.

as Principal

and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of

TWELVE THOUSAND AND 00/100 ($12,000.00) Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 7th day of October in the year nineteen hundred and fifty-eight

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from John K. Kislow and Lucille Kislow, his wife to the Baltimore Federal Savings and Loan Association

bearing date the 1st day of March nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 907, Folio 48, and

144 Louise Terrace - 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

Witness as to Surety:

M. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By H. H. Nichols Attorney-in-Fact

FILED

1958 OCT 10 AM 10:59

Bond Approved this 10th day of October 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 John K. Kislow and Lucille Kislow, his wife to Baltimore Federal Savings and Loan Association, dated March 1st, 1955 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 907 folio 48 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction on the premises on

Wed., Oct. 15th, 1958 at three P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Louise Terrace at or near Ritchie Highway, Glen Burnie, and described as follows:

Being known and designated as Lot No. 33 Block O on the Plat entitled "Blocks K, L and M and Parts of Block O Glenwood" which Plat is dated June, 1954 and recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 26; the improvements whereon are known as No. 144 Louise Terrace.

TOGETHER with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $96.00, and to any restrictive Covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of 1½ story frame, detached, 1 family dwelling, containing 6 rooms, 1 bath, hot water radiant panel 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.

O-9

LIBER 115 PAGE 111

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	
	:	ANNE ARUNDEL COUNTY
JOHN K. KISLOW and LUCILLE KISLOW, his wife	:	(In Equity)
	:	12,827

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated March 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 907, folio 48 from said John K. Kislow and Lucille Kislow, 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 ArundelCounty, 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 15th day ofOctober1958at Three 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 and designated as Lot No. 33 Block O on the Plat entitled "Blocks K, L and M and Parts of Block O Glenwood" which Plat is dated June, 1954 and filed among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 26; the improvements whereon are now known as No. 144 Louise Terrace, more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED
1958 OCT 20 AM 9:35

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, by adjusted to day of sale.

The property was sold to Baltimore Federal Savings and LoanAssociation, subject to the payment of an annual ground rent of Ninety-six ($96.00) Dollars, at and for the sum of Eleven Thousand ($11,000.00) Dollars, said Purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 17th day of October, 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.

ELLEN E. GIFFORD NOTARY PUBLIC BALTIMORE, MD.

Ellen E. Gifford
Notary Public

ORDER NISI

LIBER 115 PAGE 113

Walter S. Calwell, Attorney Named in Mortgage

versus

John K. Kislow and
Lucille Kislow, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No 12,827 Equity

Ordered, this 20th day of October, 1958, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 ~~xxxxx~~ was $ 11,000.00

George T. Cromwell Clerk

True Copy,

FILED 1958 OCT 20 AM 9:35

TEST Clerk

(Final Order)

Walter S. Calwell, Attorney Named in Mortgage

versus

John K. Kislow and
Lucille Kislow, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th 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 ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor

Matthew S. Ensor
Judge

FILED

1958 NOV 29 AM 11 12

12

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 John K. Kislow and Lucille Kislow, his wife to Baltimore Federal Savings and Loan Association, dated March 1st, 1955 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 907 folio 48 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction on the premises on

Wed., Oct. 15th, 1958 at three P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Louise Terrace at or near Ritchie Highway, Glen Burnie, and described as follows:

Being known and designated as Lot No. 33 Block O on the Plat entitled "Blocks K, L and M and Parts of Block O Glenwood" which Plat is dated June, 1954 and recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 26; the improvements whereon are known as No. 144 Louise Terrace.

TOGETHER with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $96.00, and to any restrictive Covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of 1½ story frame, detached, 1 family dwelling, containing 6 rooms, 1 bath, hot water radiant panel heat.

TERMS OF SALE: A cash deposit of $560.00 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.

O-9

LIBER 115 PAGE 114 OFFICI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 16, 1958

We hereby certify, that the annexed

Attorney's Sale

12,827

John K. Kislow

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 15th 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 3:47

By: H. Tilghman

LIBER 115 PAGE 115 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 12,827 Equity

WALTER S CALWELL,
Attorney Named in Mortgage
VERSUS
JOHN K KISLOW and
LUCILLE KISLOW, his wife

Ordered, this 20th day of October 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 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 $11,000 00

GEORGE T CROMWELL, Clerk
True Copy, TEST
GEORGE T CROMWELL, Clerk
N 13

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq 12,827

John K. Kislow

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

FILED

No M G 1958 NOV 15 AM 10 27

14

LIBER 115 PAGE 116

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
John K. Kislow
and
Lucille Kislow, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,827 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

December 15, 1958

15

Dr Walter S. Calwell, Attorney named in Mortgage vs. John K. Kislow in ac
and Lucille Kislow, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	362	54	412	54
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	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co.-bond premium	48	00		
E.T. Newell & Co.,Inc.- auctioneer's fee	25	00		
One-half Federal documentary stamps	6	05		
One-half State documentary stamps	6	05		
Clara M. Link - notary fees	1	25	145	35
To Attorney for Ground Rent, viz: Semi-annual ground rent of $48.00 due 3/1/59 - 1 month 15 days	11	64	11	64
To Baltimore Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	10,488	82	10,488	82
			11,114	35
Amount of mortgage claim filed	11,551	29		
Cr. Amount allowed above	10,488	82		
Balance subject to decree in personam	1,062	47		

16

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1958				
Oct.	15	Proceeds of Sale	11,000 00	
		Interest on deferred payment to 11/30/58	82 67	11,082 67
		Refund 1958 State and County taxes ($152.36) - 2 months 16 days	31 68	31 68
				11,114 35

1958 DEC 18 AM 10 41

LIBER 115 PAGE 119

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

John K. Kislow
and
Lucille Kislow, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No 12,827 Equity

ORDERED, This 18th 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 26th 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 26th day of January next

George T Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th 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 27 PM 3 31

Benjamin Michaelson
Judge

18

LIBER 115 PAGE 120 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. 12,827 Equity

WALTER S. CALWELL,
Attorney named in Mortgage
VERSUS
JOHN J. KISLOW and
LUCILLE KISLOW, his wife

Ordered, this 18th 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 26th 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 26th day of January next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

J-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,827.
Auditor Account

John K. Kislow

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of January, 1959. The first insertion being made the 23rd day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 1958 JAN 13 PM 12:58

19

LIBER 115 PAGE 121

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM W. REEVES	:	(In Equity)
	:	Equity No 12857

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said William W. Reeves to Baltimore Federal Savings and Loan Association, dated May 25th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 931 folio 31.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 SEP 13 AM 9 26

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

MARYLAND

MORTGAGE

LIBER 115 PAGE 122

THIS MORTGAGE, made this 25th day of May, A. D. 19 55, by and between WILLIAM W. REEVES

Equity No. 12,857

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 TEN THOUSAND EIGHT HUNDRED NINETY AND 00/100ths Dollars ($ 10,890.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-five and 18/100ths Dollars ($ 55.18), commencing on the first day of June, 19 55, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 19 85. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 11 as shown on the Plat of Odenton Gardens which Plat is dated July, 1954 and recorded among the Land Records of Anne Arundel County in Plat Book No. 25 folio 29.

BEING the same lot of ground which by a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto which was granted and conveyed by THE D AND J BUILDING COMPANY to the within named Mortgagor. The above property is subject to a five foot right of way for a storm drain along the westernmost line thereof which line is the dividing line between lots nos 10 and 11 on said plat

Plaintiff's Exhibit "A"

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1958 SEP 13 AM 9:26

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

16—40890-7

LIBER 115 PAGE 123

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:

electric range
washing machine

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns,

forever in fee simple

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

16—40590-3

3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIBER 115 PAGE 125

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

Witness:

JOHN O EVELIUS

William W Reeves [SEAL]
William W. Reeves

[SEAL]

[SEAL]

[SEAL]

LIBER 931 PAGE 35

STATE OF MARYLAND, CITY OF BALTIMORE to wit

I HEREBY CERTIFY, That on this 25th day of May, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William W. Reeves the above named Mortgagors, and he acknowledged the foregoing mortgage to be his act

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

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

JOHN O EVELIUS Notary Public

Recorded- 28th May, 1955, at 9 A.M.

Ion No 37103
Written by pet
Approved by
Examiner
Ready for Record

STATE OF MARYLAND

Mortgage
AND CHATTELS

FROM

WILLIAM W. REEVES

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 28 May 1955 at 9 o'clock A M
Same day recorded in Liber 931 Folio 34 &c,
No [illegible] one of the Land Records of A-A Co.
and examined per
JOHN H HOPKINS, 3rd Clerk
Cost of Record, $ 3.50

Clerk

LIBER 115 PAGE 126

MILITARY AFFIDAVIT Equity No. 12.857

Docket 17 folio 430

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of September 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 William W. Reeves against whom foreclosure proceedings were instituted is not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that he has not been ordered to report for induction under the Selective Training and Service Act of 1940, that he is not members of the Enlisted Reserve Corps, and has not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1958 SEP 13 AM 9:26

6

WALTER S. CALWELL,

Attorney Named in Mortgage

IN THE

LIBER 115 PAGE 127

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

WILLIAM W. REEVES

No 12,857 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **William W. Reeves**

to **Baltimore Federal Savings and Loan Association**

dated the **25th** day of **May** 1955, and recorded among the Land Records of **Anne Arundel** County in Liber **J.H.H.** No. **931** Folio **31** .

Amount of Mortgage		**$10,890.00**
Less - amount paid on principal		**422.33**
		10,467.67
Plus - interest to 10/15/58		**490.77**
		10,958.44
Plus - overdraft in expense account		**136.18**
		11,094.62

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **9th** day of **October** 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, Vice President of Baltimore Federal Savings and Loan Association**

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

As witness my hand and Notarial seal.

FILED

1958 OCT 10 AM 11.12

Clara M. Link

Notary Public

7

XXXXXXXX Attorney's Bond.

1-369

LIBER 115 PAGE 128

279327

New Amsterdam Casualty Company

LIBER 9 PAGE 437

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

No. 12,857 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Md. 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 ELEVEN THOUSAND, SEVEN HUNDRED AND 00/100 ($11,700.00) - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 7th - - - - - - - - - - - - - - - - - day of October - - - - - - 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 William H. Reeves to the Baltimore Federal Savings and Loan Association bearing date the 25th day of May nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 931, Folio 31, and is about to sell the land and premises described in said Mortgage/ 11 Gill Street Anne Arundel Co Md. 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 ...rtgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity ...lation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, ...therwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Kuck

Wit: Witness as to Surety:

M. S. Kraus
M.S. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By H. H. Nichols
H.H.Nichols Attorney-in-Fact

FILED
1958 OCT 10 AM 11:12

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

CALLAHAN AND CALWELL,
Solicitors
Baltimore Federal Building
Baltimore 2, Md

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the pow er and authority contained in a Mortgage from William W Reeves to Baltimore Federal Savings and Loan Association, dated May 25th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J H H No 931 folio 31 (default having occurred thereunder) the undersigned, At torney, will sell at Public Auc tion on the premises on

Wed., Oct. 15th, 1958 at four P.M. (E.D.T)

all that fee simple lot of ground situate and lying in the Third Elec tion District of Anne Arundel County on Gill Street Odenton Section and described as follows

Being known and designated as Lot No 11 as shown on the Plat of Odenton Gardens, which Plat dated July 1954 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 29

TOGETHER with the buildings thereupon and all rights alleys ways waters privileges appur tenances and advantages thereunto belonging, or in anywise appertaining

In fee simple, subject to any restrictive convenants and/or Utility Agreements, of record, affecting the property

The improvements consist of a 1½ story frame, detached, one family dwelling, containing 5 rooms, 1 bath, forced warm air oil fired heat

TERMS OF SALE A cash deposit of $500 00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale

WALTER S CALWELL,
Attorney Named in Mortgage
E T NEWELL & CO, INC

0-9

LIBER 115 PAGE 129

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	
WILLIAM W. REEVES	:	ANNE ARUNDEL COUNTY (In Equity)
	:	12,857

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 25, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 931, folio 31 from said William W. Reeves 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 15th day of October 1958 at Four P.M. (E.D.T.) attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lot No. 11 as shown on the Plat of Odenton Gardens which Plat is dated July, 1954 and recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 29, more particularly and at length described in the aforementioned mortgage, and in the attached advertisement of sale.

FILED

1958 OCT 20 AM 9 35

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, in fee simple, at and for the sum of Nine Thousand Five Hundred ($9,500.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 17th day of October, 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.

Ellen E. Gifford
Notary Public

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ORDER NISI

LIBER 115 PAGE 131

Walter S. Calwell, Attorney Named in Mortgage

versus

William W. Reeves

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No 12,857 Equity

Ordered, this 20th day of October, 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 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 $ 9,500.00

George I Cromwell Clerk

True Copy,

FILED 1958 OCT 20 AM 9:35

TEST

Clerk

(Final Order)

Walter S. Calwell, Attorney Named in Mortgage

versus

William W. Reeves

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 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 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 07

12

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Bull
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William W. Reeves to Baltimore Federal Savings and Loan Association, dated May 25th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 931, folio 31, (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Oct. 15th, 1958 at four P.M. (E.D.T.)

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County on Gill Street, Odenton Section, and described as follows:

Being known and designated as Lot No. 11 as shown on the Plat of Odenton Gardens, which Plat is dated July 1954, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 29.

TOGETHER with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

In fee simple, subject to any restrictive convenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story frame, detached, one family dwelling, containing 5 rooms, 1 bath, forced warm air oil fired heat.

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

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.

O-9

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LIBER 115 PAGE 132

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 16, 1958

We hereby certify, that the annexed Attorney's Sale William W. Reeves. 12,857

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 15th 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 3.47
[signature]

LIBER 115 PAGE 133

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 12,857 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
WILLIAM W REEVES

Ordered, this 20th day of October, 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 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 $9,500 00

GEORGE T CROMWELL, Clerk

True Copy, TEST

GEORGE T CROMWELL, Clerk

N-13

FILED

No M 1958 NOV 25 AM 10 27

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 1958

We hereby certify, that the annexed

Order Nisi. Sale

Eq. 12,857

William W. Reeves

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 W. Tilghman

LIBER 115 PAGE 134

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
William W. Reeves

In the

Circuit Court

For

Anne Arundel County

No. 12,857 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.

December 15, 1958

Laura K. Jackson
Auditor.

Dr Walter S. Calwell, Attorney named in Mortgage vs. William W. Reeves in ac

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	316	95	366	95
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co.-bond premium	46	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	141	26
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,027	41	9,027	41
			9,591	62
Amount of mortgage claim filed	11,094	62		
Cr. Amount allowed above	9,027	41		
Balance subject to decree in personam	2,067	21		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1958				
Oct.	15	Proceeds of Sale	9,500 00	
		Interest on deferred payment to 11/26/58	65 05	9,565 05
		Refund 1958 State and County taxes ($127.96) - 2 months 16 days	26 57	26 57
				9,591 62

1958 DEC 18 PM 11 07

FILED

LIBER 115 PAGE 137

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

William W. Reeves

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No 12,857 Equity

ORDERED, This 18th 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 26th 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 26th day of January next

George T Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th 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 27 PM 3 31

Benjamin Michaelson
Judge

OFFICE

Maryland Gazette

LIBER 115 PAGE 138

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. 12,857 Equity

WALTER S. CALWELL,
Attorney named in Mortgage
VERSUS
WILLIAM W. REEVES

Ordered, this 18th 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 cuase to the contrary be shown on or before the 26th 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 26th day of January next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,857 Auditor account.

William W. Reeves.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of January, 1959. The first insertion being made the 23rd day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 1959 JAN 13 PM 12:58

17

LIBER 115 PAGE 139

JOHN B. WRIGHT, Assignee

Plaintiff

v

JAMES HORSEY and
ALINE W. HORSEY, his wife

Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO 12,931 EQUITY

Mr Clerk

Please docket the above proceedings and file the original mortgage and assignment thereof herewith

John B. Wright

John B Wright
Asignee of Mortgagees
12 Church Circle
Annapolis, Maryland
Colonial 3-7500

JOHN B WRIGHT
ATTORNEY AT LAW
ANNAPOLIS MARYLAND

FILED

1958 OCT 31 PM 2 05

MORTGAGE FEE—CITY OR COUNTY—Form 16.

No. 12,931 Equity

LIBER 115 PAGE 140

SECOND PURCHASE MONEY

THIS MORTGAGE, Made this 30th. day of December

in the year nineteen hundred and Fifty-four by and between James Horsey and Aline W. Horsey, his wife,----------

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

Joseph M. Lyons and Mary C. Lyons, his wife,----------, Mortgagees, of the second part:

Whereas, the said Mortgagors are justly indebted unto the said Mortgagees in the sum of Two thousand two hundred fifty ($2,250.00) Dollars being the balance due for the purchase price of the property hereinafter described, as evidence of which indebtedness the said Mortgagors have passed to the said Mortgagees their promissory note for said sum, of even date herewith, and payable in monthly installments of Eleven and 25/100 ($11.25) Dollars each, the said monthly payments to be applied first to the payment of interest at the rate of Five and a half per centum per annum, and the balance of said payments to be applied on the principal of said indebtedness; and, mortgagors to have right to prepay this mortgage, or to increase the monthly payments at any time without incurring any penalty and, said balance due and payable five years from settlement date.

WHEREAS, it has been agreed by and between the said parties that this Mortgage should be executed for the purpose of securing the payment of the said Note, together with any and all renewals thereof or substitutes therefor at the times limited for the same.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors, James Horsey and Aline W. Horsey, his wife,----------

do **grant and convey unto** the said Mortgagees, Joseph M. Lyons and Mary C. Lyons, his wife, ----------their heirs and assigns, in fee simple, all that **lot** or parcel of ground situate and lying in the Sixth Election District, Anne Arundel County aforesaid, and described as follows, to wit:—Beginning for

ALL that lot of ground situate in the City of Annapolis, Sixth Election District, Anne Arundel County, Maryland, described as follows: Being known and designated as Lot No. 8, as shown on the Plat of Parole Villa, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 5.

BEING part of the property conveyed to Joseph M. Lyons and Mary C. Lyons, his wife, from Hyman Richman et al by deed dated July 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 852, folio 413.

AND BEING the same property conveyed to the within named mortgagors, James Horsey and Aline W. Horsey, his wife, by Joseph M. Lyons and Mary C. Lyons, his wife, by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

THIS CONVEYANCE BEING SUBJECT, HOWEVER, to the legal operation and effect of a mortgage on the above described property from [illegible], Joseph M. Lyons and Mary C. Lyons, his wife, to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, by even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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1958 OCT 31 PM 2:06

LIBER 115 PAGE 141
LIBER 892 PAGE 549

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees----------
heirs and assigns, forever.

Provided, that if the said Mortgagors----------

---- ----------their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Two thousand two hundred fifty and 00/100 ($2,250.00)----------dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void

And the said Mortgagor 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 Mortgagees, their heirs personal representatives, or assigns or Samuel M. Ivrey duly authorized Attorney or Agent

of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Fifty ($50.00)---------- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee s, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

LIBER 115 PAGE 142

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

And it is agreed that, until default be made in the premises, the said part ies of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said 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 Two thousand two hundred fifty and 00/100 ($2,250.00)---------- dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee s their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hand s and seal s of the said Mortgagors.

LIBER 892 PAGE 550

TEST:

Samuel M. Ivrey

Samuel M. Ivrey, as to both

James Horsey [SEAL]
James Horsey

Aline W. Horsey [SEAL]
Aline W. Horsey

[SEAL]

State of Maryland, COUNTY OF ANNE ARUNDEL ——, ss:

I Hereby Certify, that on this 30th. day of December in the year one thousand nine hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for the Anne Arundel County aforesaid, personally appeared James Horsey and Aline W. Horsey, his wife,---------- the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Joseph M. Lyons and Mary C. Lyons, 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.

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Samuel M. Ivrey

Samuel M. Ivrey, Notary Public

Recorded: Dec. 31, 1954 at 2 P.M.

4

Jacob M. Eyerly
Assist. Dep. 12/1931

MORTGAGE

FROM

James Horsey and

Aline W. Horsey, his wife,

TO

Joseph M. Lyons and

Mary C. Lyons, his wife,

Sixth Elec. Dist.
BLOCK NO Lot 8, Parole Villa
Anne Arundel County, State of Maryland

Received for Record 31 Dec, 1954,
at 2 o'clock P M Same day recorded
in Liber JHH No 892 Folio 548 &c,
Records of

and examined per
JOHN H. HOPKINS, 3rd, Clerk
Cost of Record, $ 5.00

SAMUEL M. IVREY
Attorney At Law
Gloucester and Green Sts.
Annapolis, Maryland

The Daily Record Co, Baltimore Md

ASSIGNMENT OF MORTGAGE FOR FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that, for value received, we hereby assign the mortgagees' interest in the Second Purchase Money Mortgage dated December 30, 1954 from James Horsey and Aline W Horsey, his wife, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No 892, folio 548, unto JOHN B. WRIGHT, Attorney, for the purpose of foreclosure

As Witness our hands and seals this 7th day of ~~September~~ OCTOBER, 1958

ATTEST

Joseph M. Lyons (SEAL)
Joseph M Lyons

W. J. Parker
W. J. Parker

Mary C. Lyons (SEAL)
Mary C Lyons

Consent.
REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 OCT 31 AM 11 56
JHH
RECORDED IN LIBER JHH
No 892 FOLIO 550
CEO. F. JOHN H. CLERK
Pd 100

JOHN B WRIGHT
ATTORNEY AT LAW
ANNAPOLIS MARYLAND

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LIBER 115 PAGE 144

JOHN B. WRIGHT, Assignee : IN THE

Plaintiff : CIRCUIT COURT FOR

v. :

ANNE ARUNDEL COUNTY

JAMES HORSEY and :
ALINE W. HORSEY, his wife

: NO. 12,931 EQUITY

Defendants

: :

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I hereby certify that before me, the subscriber, a Notary Public in and for said state and county aforesaid, personally appeared on this 30th day of October, 1958, JOHN B. WRIGHT, Assignee of the mortgagees' interest in the mortgage filed herein, and he made oath in due form of law that to the best of his knowledge, information and belief:

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

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

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

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

As witness the hand and seal of said affiant.

John B. Wright
John B. Wright

As witness my hand and notarial seal.

Audrey R. Cleavenger
Audrey R. Cleavenger
Notary Public

AUDREY R. CLEAVENGER NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1958 OCT 31 PM 2:06

7

LIBER 115 PAGE 145

JOHN B. WRIGHT, Assignee

Plaintiff

v

JAMES HORSEY and
ALINE W. HORSEY, his wife

Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO. 12931 EQUITY

STATEMENT OF MORTGAGE CLAIM

Mortgage balance as of June 9, 1958	$2,250 00
5-1/2% interest to September 23, 1958	36 45
	$2,286 45

STATE OF MARYLAND, COUNTY OF MONTGOMERY

I hereby certify that before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 7th day of ~~September~~ OCTOBER, 1958, personally appeared JOSEPH M. LYONS, one of the mortgagees named in the mortgage from James Horsey and Aline W Horsey, his wife, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No 892, folio 548, and he made oath in due form of law that the foregoing is a true statement of the amount due under the captioned mortgage which has been filed in the above proceedings

As Witness my hand and Notarial Seal

Arthur H. Fogarty
Notary Public

NOTARIAL SEAL

JOHN B WRIGHT
ATTORNEY AT LAW
ANNAPOLIS MARYLAND

FILED,
1958 OCT 31 PM 2 05

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LIBER 115 PAGE 146
LIBER 9 PAGE 456

JOHN B. WRIGHT, Assignee	:	IN THE
Plaintiff	:	CIRCUIT COURT FOR
v.	:	ANNE ARUNDEL COUNTY
JAMES HORSEY and ALINE W. HORSEY, his wife	:	
Defendants	:	NO. 12931 EQUITY

: :

MORTGAGE FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, John B. Wright, as Principal, and American Surety Company of New York, a body corporate authorized to do business and issue surety bonds 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 Dollars ($3,000.00), current money, to be paid to this 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 30th day of October, 1958.

WHEREAS, by virtue of a power of sale contained in a mortgage from James Horsey and Aline W. Horsey, his wife, to Joseph M. Lyons and Mary C. Lyons, his wife, dated December 30, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 892, folio 548, duly assigned on October 7, 1958 by the mortgagees to the Principal herein for foreclosure, the said Principal is authorized and empowered to make the sale of the 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 said payment and the Principal

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1958 OCT 31 PM 2:05

LIBER 115 PAGE 147
LIBER 9 PAGE 457

herein is about to exercise 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 Principal does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law

ATTEST

Audrey R. Cleavenger
Audrey R Cleavenger

John B Wright (SEAL)
John B Wright
Principal

AMERICAN SURETY COMPANY
OF NEW YORK

By Joseph H Bouchal
Joseph H Bouchal
Attorney in Fact
Surety

Charlotte C. Dudrow

Bond approved on the date of filing, October 31st 1958

George T Cromwell
George T Cromwell, Clerk

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LIBER 115 PAGE 148

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

JOHN B. WRIGHT, Attorney
12 Church Circle
Annapolis, Maryland

ASSIGNEE'S SALE

OF FEE SIMPLE

Residence Property

At 16 Hicks Avenue
City of Annapolis

Under and by virtue of a power of sale contained in a mortgage from James Horsey and Aline W. Horsey, his wife, dated December 30, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 892, folio 548, default having occurred thereunder, said mortgage having been assigned to John B. Wright, Attorney, for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction at the Court House door on

Saturday, Nov. 1, 1958

AT 11:00 O'CLOCK, A.M.

All that fee simple property situate, lying and being in the City of Annapolis and Sixth Election District of Anne Arundel County, designated as Lot No. 8, as shown on the Plat of Parole Villa recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 5, also designated as 16 Hicks Avenue in the City of Annapolis, fronting 50 ft. on said Hicks Avenue and with an even depth therefrom of 115.4 ft.

BEING the same property which was conveyed to James Horsey and Aline W. Horsey by deed from Joseph M. Lyons and wife dated December 30, 1954 and recorded among said land records in Liber J.H.H. No. 892, folio 546.

Said property is improved by a brick dwelling constructed in 1954 with four rooms, bath, full basement, gas hot air furnace and fenced-in yard.

SUBJECT to the operation and effect of a first mortgage on said property dated December 30, 1954 to the Enterprise Federal Savings & Loan Association and recorded among said land records in Liber J.H.H. No. 892, folio 542. The amount of the balance of said mortgage will be announced at the time of sale.

TERMS OF SALE: A cash deposit of $300.00 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 at 6% from date of sale. All taxes and public charges to be adjusted to date of sale.

JOHN B. WRIGHT, ATTORNEY
12 Church Circle
Annapolis, Maryland

FILED

1958 NOV -5 PM 1:28

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LIBER 115 PAGE 149

Annapolis, Maryland
November 1, 1958

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this date sold at public auction the property described on the reverse side formerly owned by James Horsey and Aline W Horsey, his wife, and designated as Lot No Eight (8), as shown on a Plat of Parole Villa recorded among the Plat Records of Anne Arundel County In Plat Book 25, folio 5, subject to the operation and effect of a first mortgage on said property dated December 30, 1954 to the Enterprise Federal Savings & Loan Association and recorded among the Land Records of Anne Arundel County in Liber J. H. H No 892, folio 542, after announcing the present balance owed thereupon in the amount of $7,294 19, unto the high bidder, Joseph M Lyons and Mary C Lyons, his wife, at and for the high bid sum of $20.00, being then and there the highest bidder(s) therefor

Robert H Campbell
Auctioneer

PURCHASERS' CERTIFICATE

I/We Hereby Certify that I/we have on this first day of November, 1958, purchased the aforementioned property described on the reverse side hereof and designated as Lot No 8, Parole Villa, subject to the aforementioned first mortgage balance of $7,294 19, at and for the high bid sum of $20 00/xx, and I/we hereby agree to comply with the terms of sale

Joseph M. Lyons

Mary C. Lyons

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1958 NOV -5 PM 1 28

12

Evn. Cap.

LIBER 115 PAGE 150

JOHN B. WRIGHT, Assignee	:	IN THE
Plaintiff	:	
v.	:	CIRCUIT COURT FOR
JAMES HORSEY and ALINE W. HORSEY, his wife	:	ANNE ARUNDEL COUNTY
Defendants	:	NO 12,931 EQUITY

: :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John B. Wright, Assignee of the original mortgagees for the purpose of foreclosure, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from James Horsey and Aline W. Horsey, his wife, dated December 30, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 892, folio 548, assigned on October 7, 1958 unto John B. Wright, for the purpose of foreclosure, default having occurred thereunder, after having given due notice of the time, place, manner and the terms of sale by advertisement in the Evening Capital, 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, the said assignee offered the property described in said mortgage at public auction at the Court House door in Annapolis, Maryland at 11:00 a. m. on Saturday, November 1, 1958, and then and there sold the said property, subject to a first mortgage thereupon dated December 30, 1954 to the Enterprise Federal Savings & Loan Association and recorded among said land records in Liber J. H. H. No. 892, folio 542, to Joseph M. Lyons and Mary C. Lyons, his wife, at and for the sum of Twenty Dollars ($20.00), being at that figure the highest bidders therefor.

And the said assignee further reports that he has received from

JOHN B. WRIGHT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1958 NOV -5 PM 1:28

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the said purchasers the full purchase price plus a deposit of additional costs for all expenses attending the ratification of said sale, and said assignee also has required execution of the purchasers' agreement to comply with the terms of sale contained in the printed handbill on the reverse side of said signed agreement which is filed herewith and prayed to be taken as a part hereof

And the said assignee further states that said sale was fairly made to the highest bidders aforesaid

And, as in duty bound, etc

John B Wright
John B Wright
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY

I Hereby Certify that before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 4th day of November, 1958, personally appeared JOHN B WRIGHT, assignee of the original mortgagees in the captioned matter, and he made oath in due form of law that the matters stated in the foregoing Report of Sale are true

As Witness my hand and Notarial Seal

AUDREY R. CLEAVENGER NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Audrey R Cleavenger
Audrey R Cleavenger
Notary Public

LIBER 115 PAGE 152

ORDER NISI

John B. Wright, Assignee

versus

James Horsey and
Aline W. Horsey, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,931 - Equity

Ordered, this 5th day of November, 19 58, That the sale of the Property in these proceedings mentioned made and reported by John B. Wright, Assignee ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of December next.

The report states that the amount of sales ~~to be~~ was $ 20.00

George J. Cromwell Clerk.

True Copy,

TEST: Clerk.

FILED 1958 NOV 5 PM 1:28

(Final Order)

John B. Wright, Assignee

versus

James Horsey and
Aline W. Horsey, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of December, 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 DEC 11 PM 3:36

15

OFFI OF LIBER 115 PAGE 153

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis Md., November 10, 1958

We hereby certify, that the annexed

Assignee's Sale

12931

James Horsey

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 November, 1958 The first insertion being made the 10th day of October, 1958

THE CAPITAL-GAZETTE PRESS, INC

ED FILED

1958 NOV 10 PM 12 [illegible]

John B. Wright, Attorney
12 Church Circle
Annapolis, Maryland

Assignee's Sale

OF FEE SIMPLE RESIDENCE PROPERTY

At 16 Hicks Avenue
City of Annapolis

Under and by virtue of a power of sale contained in a mortgage from James Horsey and Aline W. Horsey, his wife, dated December 30, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 892, folio 548, default having occurred thereunder, said mortgage having been assigned to John B. Wright, Attorney, for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction at the Court House Door on

Sat., Nov. 1, 1958
at 11 o'clock A.M.

All that fee simple property situate, lying and being in the City of Annapolis and Sixth Election District of Anne Arundel County, designated as Lot No. 8, as shown on the Plat of Parole Villa recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 5, also designated as 16 Hicks Avenue in the City of Annapolis, fronting 50 ft. on said Hicks Avenue and with an even depth therefrom of 115.4 ft.

BEING the same property which was conveyed to James Horsey and Aline W. Horsey by deed from Joseph M. Lyons and wife dated December 30, 1954 and recorded among said land records in Liber J. H. H. No. 892, folio 546.

Said property is improved by a brick dwelling constructed in 1954 with four rooms, bath, full basement, gas hot air furnace and fenced-in yard.

SUBJECT to the operation and effect of a first mortgage on said property dated December 30, 1954 to the Enterprise Federal Savings & Loan Association and recorded among said land records in Liber J.H.H. No. 892, folio 542. The amount of the balance of said mortgage will be announced at the time of sale.

TERMS OF SALE: A cash deposit of $300.00 will be required of the purchaser or purchasers at the time anr 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 at 6 per cent from date of sale. All taxes and public charges to be adjusted to date of sale.

JOHN B. WRIGHT, Attorney
12 Church Circle
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer.

O-31

No. M. G. #958-2401

16

LIBER 115 PAGE 155 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. 12,931 Equity

JOHN B WRIGHT, Assignee
VERSUS
JAMES HORSEY and
ALINE W HORSEY, his wife

Ordered this 5th day of November, 1958 That the sale of Property in these proceedings mentioned made and reported by John B Wright Assignee Be RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 10th 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 10th day of December next

The report states that the amount of sale was $ 20 00

GEORGE T CROMWELL, Clerk
True Copy, TEST
GEORGE T CROMWELL, clerk
N 28

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 10, 1958

We hereby certify, that the annexed

Order Nisi. Sale

Eq. 12,931.

James Horsey.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of December, 1958. The first insertion being made the 17th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC

By Hazel Tilghman

FILED

1958 DEC 10 AM 11 35

No M G. 16 755

17

LIBER 115 PAGE 156

In the Case of

John B. Wright,
Assignee
vs.
James Horsey
and
Aline W. Horsey, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,931 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. Jacklosing
Auditor.

December 19, 1958

Dr

John B. Wright, Assignee vs. James Horsey and Aline W. Horsey, his wife

In ac

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	1	40	51	40
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	38	43		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	83		
American Surety Co. of N.Y. - bond premium	12	00		
Robert H. Campbell - auctioneer's fee	35	00		
Clerk of Court - recording assignment	1	00		
One-half Federal and State documentary stamps		55		
Audrey R. Cleavenger - notary fees	1	00	113	81
			216	71
Amount of mortgage claim filed	2,286	45		
Overpayment as above	130	74		
Balance subject to decree in personam	2,417	19		

19

with John B. Wright, Assignee Cr.

1958						
Nov.	1	Proceeds of Sale	20	00	20	00
		Refund 1958 State and County taxes ($91.05) - 2 months	15	18		
		Refund 1958 Annapolis City taxes ($76.18) - 8 months	50	79	65	97
		OVERPAYMENT BY ASSIGNEE	130	74	130	74
					216	71

1958 DEC 23 AM 9 36

FILED

ORDER NISI

LIBER 115 PAGE 159

John B. Wright, Assignee

VERSUS

James Horsey

and

Aline W. Horsey, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No 12,931 Equity

ORDERED, This 22nd 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 30th 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 30th day of January next

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st 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~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received

FILED

1959 FEB -2 AM 9 42

Matthew S. Evans

Judge

31

OFFIC OF

LIBER 115 PAGE 160.

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. 12,931 Equity

JOHN B. WRIGHT, Assignee
VERSUS
JAMES HORSEY and
ALINE W. HORSEY, his wife

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

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

J-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 30, 1959

We hereby certify, that the annexed

Order Nisi Eq 12,931.
Auditors account

James Horsey

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of January, 1959. The first insertion being made the 26th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 1959 JAN 30 PM 12:56

32

LIBER 115 PAGE 161

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
PAUL V. YENSER and
RUTH M. YENSER, his wife

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 12821 EQUITY

ORDER TO DOCKET SUIT

Mr. Clerk

Please file the original mortgage in this foreclosure suit.

Michael Demyan

Michael Demyan
Assignee for the purpose of
foreclosure

FILED
1958 AUG 23 AM 10 00

MORTGAGE FEE—CITY OR COUNTY—F[illegible].

LIBER 679 PAGE 117

LIBER 115 PAGE 162

No. 12,821 Equity

PURCHASE MONEY
THIS MORTGAGE, Made this 29th day of April

in the year nineteen hundred and Fifty-two by and between

Paul W. Yenser and Ruth M. Yenser, his wife,

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

Frank C. Donnick and Tillie Donnick, his wife, , Mortgagees, of the second part:

Whereas, the said Mortgagors are justly indebted to the said Mortgagees in the full and just sum of Nine Thousand Five Hundred Dollars ($9500.00), for money this day loaned and advanced as part of the purchase price of the hereinafter described property, which sum of money the Mortgagors have agreed to pay, with interest at the rate of six per centum (6%) per annum, in monthly installments of $95.00 per month, to include accrued interest; the first payment to be made on or before the 29th day of May, 1952, and to continue to be paid in consective installments on the 29th day of each and every month thereafter until the entire principal and interest shall have been fully paid; provided that said mortgage shall mature within eleven (11) years and seven (7) months from the date hereof and in no event later than November 28, 1963. There to be no penalty for prepayment of the mortgage debt.

WHEREAS, it was a condition precedent to the conveyance of the within described property that the balance of the purchase price and interest thereon, should be secured by the execution of these presents.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors

do grant and convey unto the said Mortgagees, as tenants by the entireties, the survivor of them, his or her heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Fifth Election District of Anne Arundel County aforesaid, and described as follows, to wit:—~~Beginning for~~

BEING all that tract of land described in a Deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior to the recording of this purchase money mortgage, was granted and conveyed by the said Mortgagees herein unto the said Mortgagors, to which Deed reference is hereby made for a full description.

FILED
1958 AUG 23 AM 10:01

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LIBER 115 PAGE 163

LIBER 679 PAGE 118

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 Frank C. Donnick and Fillie Donnick, his wife, as tenants by the entireties, the survivor of them, his or her heirs and assigns, forever

Provided, that if the said Mortgagors, their heirs,

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Nine Thousand Five Hundred ($9500.00) dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided, and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns or Jack C. Doney, their duly authorized Attorney or Agent

of the said Mortgagees, their personal representatives, or assigns, for any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

LIBER 115 PAGE 164

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

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Nine Thousand Five Hundred ($9500.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hands and seals of the said Mortgagors.

LIBER 679 PAGE 119

TEST:

Lee D. Barron

Paul W. Yenser [SEAL]
Paul W. Yenser

Ruth M. Yenser [SEAL]
Ruth M. Yenser

[SEAL]

State of Maryland, , ss:

I Hereby Certify, that on this 29th day of April in the year one thousand nine hundred and Fifty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Paul W. Yenser and Ruth M. Yenser, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Frank C. Donnick and Tillie Donnick, 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.

LEE D. BARRON NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Lee D. Barron, Notary Public

Recorded- 1st May, 1952, at 12:55 P.M.

5

 August 4,1958

FOR VALUE RECEIVED,we, the undersigned do hereby assign the within mortgage unto Michael Demyan,Attorney for the purpose of foreclosure.

WITNESS as to all signatures.

Regina M Brown
REGINIA M BROWN

Frank C. Donnick (SEAL)
FRANK C. DONNICK

[redacted]

Tillie Donnick (SEAL)
TILLIE DONNICK

Recd
REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 AUG 23 AM 11 28
& RECORDED IN LIBER GTG
NO 679 FOLIO 119
GEO T CROMWELL, CLERK

Left on Equity
MORTGAGE
CASH WO 12871
FROM

Paul W. Yenser and
Ruth W. Yenser, his wife
TO
Frank C. Donnick and
Tillie Donnick, his wife

BLOCK NO

Received for Record May, 1952
at 12.55 o'clock P M Same day recorded
in Liber J.H.H. No 679 Folio 117 &c,
Land Records of A.A.Co

and examined per
John H. Hopkins 3rd, Clerk

Cost of Record, $

J.C. DONEY
ATTORNEY AT LAW
GLEN BURNIE, MD

The Daily Record Company Baltimore Md

LIBER 115 PAGE 166

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
PAUL W. YENSER and		ANNE ARUNDEL COUNTY
RUTH M. YENSER, his wife	*	NO. 12821 EQUITY

* *

STATEMENT OF CLAIM

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

Balance of Mortgage Debt	$6,328.86
Interest from April 29, 1958 to August 10, 1958 at 6% interest	75.95
Balance due	$6,404.81

Michael Demyan
Michael Demyan, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 22nd day of August, 1958, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael Demyan, Assignee, and he ~~Frank C. Donnick and Tillie Donnick, his wife~~ and they made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the book of mortgage payments.

Amelia H. Dutrow
Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED

1958 AUG 23 AM 10:00

6

LIBER 115 PAGE 167

MICHAEL DEMYAN
ATTORNEY AT LAW
16 Crain Highway
Glen Burnie, Md.

No 12,521 Equity

ASSIGNEE'S SALE

OF

VALUABLE FEE SIMPLE PROPERTY

Property located at Ridge Road, Fifth Election District of Anne Arundel County, Maryland.

Under and by virtue of a power of sale contained in a mortgage from Paul J Yenser and Ruth M. Yenser, his wife, dated April 29, 1952, and recorded among the Land Records of Anne Arundel County in Liber J H. H. 679, Folio 117, default having occured thereunder, which mortgage has been assigned to Michael Demyan, Assignee for the purpose of foreclosure, will offer for sale at public auction on the premises,

ON MONDAY SEPTEMBER 22, 1958

At 10 00 o'clock A.M.

All that fee simple property situate and lying in Ridge Road Fifth Election District of Anne Arundel County, State of Maryland, and described as follows

BEGINNING for the same in the centre of Ridge Road, at the end of the third line of the whole tract of ground and running thence on the fourth, fifth and part of the sixth lines thereof, North eighty-nine and one-half degrees West none-tenths of a perch to a stone now set, North eighty-nine and one-half degrees West forty-two and six-tenths perches North forty-three and one-half degrees West seventeen and ninety-three one-hundredths perches, thence leaving the outline and running south eighty-nine and one-half degrees East fifty-five and sixteen one hundredths perches to the center of Ridge Road, and thence in the centre thereof South three degrees East twelve and nine-tenths perchs to the beginning. Containing four acres of land more or less. Saving and excepting thereout all that lot of ground containing about 1/4 of an acre of land which by Deed dated March 31, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 99, Folio 222, and was conveyed by Agnes Witler and William Witler, her husband to Franciszek Kurowski.

BEING also the same property which the said Mortgagor acquired from Frank C. Donnick and Tillie Donnick, his wife, by Deed dated April 29, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 679 Folio 115.

FILED
1958 AUG 23 AM 10 01

7

The above property is improved by a one and one-half story frame dwelling house, composition roof and white asbestos siding.

TERMS OF SALE: Cash. A cash deposit of Seven hundred (700) Dollars will be required of the purchaser or purchasers at the time and the 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

Michael Demyan, Assignee
16 Crain Highway S.E.
Glen Burnie, Maryland

George Scible, Auctioneer

Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55) O

LIBER 9 PAGE 397

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 115 PAGE 169

BOND OF Attorney

TO SELL Real Estate

No 12,821 Equity

KNOW ALL MEN BY THESE PRESENTS That we, Michael Demyan,
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 Seven Thousand and 00/100 - - - - - - - - - - - - - - - - - - -
Dollars ($ 7,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents

Sealed with our seals and dated this 18th day of August , in the year of our Lord, nineteen hundred and fifty eight.

WHEREAS, the above bounden Michael Demyan

by virtue of the power contained in a mortgage from Frank Donnick and Tillie Donnick to Paul W. Yenser and Ruth M. Yenser bearing date the 29th day of April , 19 52 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 679 Folio 117 and Assigned to Michael Demyan for purpose of foreclosure,

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

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

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

Diane E. Lasky

Michael Demyan (SEAL)
Michael Demyan

(SEAL)

Bond approved this 26th day of August 1958.
George T. Cromwell, Clerk

UNITED STATES FIDELITY AND GUARANTY COMPANY

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

FILED

1958 AUG 26 AM 10:36

9

LIBER 115 PAGE 170

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL W. YENSER, and RUTH M. YENSER, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 12821 EQUITY

REPORT OF SALE

TO THE HONORABLE, JUDGES OF SAID COURT:

The report of Sale of Michael Demyan, assignee for the purpose of foreclosure, filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Paul W. Yenser and Ruth M. Yenser, his wife to Frank C. Donnick and Tillie Donnick, his wife dated April 29, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 679, Folio 117, and the said Michael Demyan Attorney, Assignee for the purpose of foreclosure of the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having due notice of the time, place, terms, and manner of sale by advertisement in the Maryland Gazette, a newpaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage of the law for such cases made and provided, offered the property in said mortgage described at public aution, on September 22, 1958, at 10:00. A.M. and then and there sold the said property to Marshall W. Arnold and Catherine M. Arnold, his wife at and for the sum of Ten Thousand, Five Hundred Dollars, ($10,500.00) being at that figure the highest bidder therefore, said property being the following:

All that lot of ground situate and lying on Ridge Road, Fifth Election District of Anne Arundel County, State of Maryland and described in the aforementioned Mortgage from Frank C. Donnick and Tillie Donnick, his wife to Paul W. Yenser and Ruth Yenser, his wife.

FILED

1958 SEP 25 AM 9:31

10

And the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of sale which are as follows. TERMS OF SALE. a cash deposit of $700.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

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

Respectfully submitted

Michael Demyan
Michael Demyan
Assignee for the purpose of
foreclosure

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY, That on this 24th day of September, 1958, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Michael Demyan Attorney, Assignee for the purpose of foreclosure, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC ANNE ARUNDEL COUNTY

Amelia H. Turman
AMELIA H TURMAN
Notary Public

11

ORDER NISI

LIBER 115 PAGE 172

In The Matter of the Mortgaged Real Estate of Paul W. Yenser, and Ruth M. Yenser, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,821 Equity

Ordered, this 26th day of September, 1958, That the sale of the Property in these proceedings mentioned made and reported by Michael Demyan, 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 sales was $ 10,500.00

George I Cromwell Clerk.

True Copy,

FILED 1958 SEP 25 AM 9:31

TEST: George I Cromwell Clerk.

(Final Order)

In The Matter of the Mortgaged Real Estate of Paul W. Yenser, and Ruth M. Yenser, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of November, 1958, that the sale made and reported by the Assignee aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson JUDGE

FILED

1958 NOV -7 PM 3:38

12

LIBER 115 PAGE 173

GEORGE SCIBLE - Auctioneer

MICHAEL DEMYAN
Attorney at Law
16 Crain Highway
Glen Burnie, Md.

No 12,821 Equity

ASSIGNEE'S SALE

Of Valuable

Fee Simple Property

Property located at Ridge Road, Fifth Election District of Anne Arundel County, Maryland.

Under and by virtue of a power of sale contained in a mortgage from Paul W Yenser and Ruth M Yenser, his wife, dated April 29, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H 679, Folio 117, default having occurred thereunder, which mortgage has been assigned to Michael Demyan, Assignee for the purpose of foreclosure, will offer for sale at public auction on the premises, on

Monday, Sept. 22, 1958

At 10 00 o'clock A M.

All that fee simple property situate and lying in Ridge Road Fifth Election District of Anne Arundel County, Maryland; and described as follows:

BEGINNING for the same in the center of Ridge Road, at the end of the third line of the whole tract of ground and running thence on the fourth, fifth and part of the sixth lines thereof, North eighty-nine and one-half degrees West nine-tenths of a perch to a stone now set; North eighty-nine and one half degrees West forty-two and sixth tenths perches; North forty-three and one-half degrees West seventeen and ninety-three one-hundredths perches; thence leaving the outline and running south eighty-nine and one-half degrees East fifty-five and sixteen one hundredths perches to the center of Ridge Road; and thence in the center thereof South three degrees East twelve and nine-tenths perches to the beginning. Containing four acres of land more or less Saving and excepting thereout all that lot of ground containing about one-fourth of an acre of land which by Deed dated March 31, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N W No 99, Folio 222, and was conveyed by Agnes Witler and William Witler, her husband to Franciszek Kurowski

BEING also the same property which the said Mortgagor acquired from Frank C Donnick and Tillie Donnick, his wife, by Deed dated April 29, 1952; and recorded among the Land Records of Anne Arundel County in Liber J H H 679, Folio 115

The above property is improved by a one and one-half story frame dwelling house, composition roof and white asbestos siding.

TERMS OF SALE. Cash. A cash deposit of Seven hundred ($700) Dollars will be required of the purchaser or purchasers at the time and the 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

MICHAEL DEMYAN,
Assignee
16 Crain Highway S.E.
Glen Burnie, Maryland

FILED
1958 SEP 26 AM 10:56

LIBER 115 PAGE 174

No. 12,821 Equity

AFFIDAVIT

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 and County aforesaid, personally appeared Michael Demyan, Assignee for the purpose of foreclosure; and at the same time also appeared George W. Scrible, Actioneer, and they made oath in due form of law that they read the following terms of sale prior to the sale of the property of these proceedings, on the premises, on Monday, September 22, 1958, at 10:00 o'clock, namely:

TERMS OF SALE: a cash deposit of Seven Hundred Dollars ($700.00) will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman

Notary Pulbic

Michael Demyan

Michael Demyan, Assignee for the purpose of foreclosure.

George W. Scible

George W. Scible, Auctioneer

AFFIANTS

September 22, 1958

We hereby accept the above terms of sale at and for the price of $10,500.00.

Marshall W Arnold

Catherine M Arnold

FILED

1958 SEP 26 AM 10:56

14

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

Additional Bond 12821

LIBER 115 PAGE 175

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 9 PAGE 423

No 12,821 Equity

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS That we, Michael Demyan

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 Three Thousand Five Hundred and 00/100 - - - - - - - - - - - - - - - - Dollars ($ 3,500.00), 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 26th day of September , in the year of our Lord, nineteen hundred and fifty eight.

WHEREAS, the above bounden Michael Demyan

by virtue of the power contained in a mortgage from Frank Donnick and Tillie Donnick to Paul W. Yenser and Ruth M. Yenser bearing date the 29th day of April , 19 52 and recorded among the Land Records of Anne Arundel County in Liber JHH No 679 Folio 117 and

assigned to Michael Demyan for purpose of foreclosure,

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

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

Michael Demyan

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

Amelia H Tubman

AMELIA H TUBMAN

Michael Demyan (SEAL)

Michael Demyan

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Edward J. McNamara

Howard J. McNamara
Attorney in fact.

FILED

1958 SEP 29 PM 12 08

Bond Approved this 29th day of Sept

George T. Cromwell, Clerk

MICHAEL DEMYAN
Attorney at Law
16 Crain Highway
Glen Burnie, Md.

Assignee's Sale

Of Valuable Fee Simple Property

Property located at Ridge Road, Fifth Election District of Anne Arundel County, Maryland.

Under and by virtue of a power of sale contained in a mortgage from Paul W. Yenser and Ruth M. Yenser, his wife, dated April 29, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 679, Folio 117, default having occurred thereunder, which mortgage has been assigned to Michael Demyan, Assignee for the purpose of foreclosure, will offer for sale at public auction on the premises,

On Monday, September 22, 1958 At 10:00 o'clock A.M.

All that fee simple property situate and lying in Ridge Road Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same in the centre of Ridge Road, at the end of the third line of tho whole tract of ground and running thence on the fourth, fifth and part of the sixth lines thereof, North eighty-nine and one-half degrees West nine-tenths of a perch to a stone now set; North eighty-nine and one half degrees West forty-two and six-tenths perches North forty-three and one-half degrees West seventeen and ninety-three one-hundredths perches; thence leaving the outline and running south eighty-nine and one-half degrees East fifty-five and sixteen one hundredths perches to the center of of Ridge Road; and thence in the centre thereof South three degrees East twelve and nine-tenths perches to the beginning. Containing four acres of land more or less. Saving and excepting thereout all that lot of ground containing about ¼ of an acre of land which by Deed dated March 31, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 99, Folio 222, and was conveyed by Agnes Witler and William Witler, her husband to Franciszek Kurowski.

BEING also the same property which the said Mortgagor acquired from Frank C. Donnick and Tillie Donnick, his wife, by Deed dated April 29, 1952; and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 679, Folio 115.

Thec above property is improved by a one and one-half story frame dwelling house, composition roof and white asbestos siding.

TERMS OF SALE: Cash. A cash deposit of Seven hundred (700) Dollars will be required of the purchaser or purchasers at the time and the 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
MICHAEL DEMYAN,
Assignee
16 Crain Highway S. E.
Glen Burnie, Maryland.
GEORGE SCIBLE, Auctioneer

S-18

LIBER 115 PAGE 176 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 Sale 12,821 Paul W. Yenser

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of September, 1958. The first insertion being made the 28th day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 OCT 14 AM 9:38

By [illegible]

LIBER 115 PAGE 177 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. 12,821 Equity

In the Matter of the Mortgaged Real Estate of Paul W Yenser, and Ruth M. Yenser, his wife

Ordered, this 26th day of September, 1958, That the sale of the property in these proceedings mentioned made and reported by Michael Demyan, 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 $10,500 00

GEORGE T CROMWELL, Clerk

True Copy, TEST

GEORGE T CROMWELL, Clerk

O-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,821

Paul W. Yenser

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

No. M G. 5452 1958 NOV -6 PM 2 36 H. Tulghman

17

LIBER 115 PAGE 178

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT
REAL ESTATE OF PAUL W. YENSER, and	:	FOR
RUTH V. YENSER, his wife	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
		No. 12,821

. . . . . .

AFFIDAVIT OF ASSIGNEE AS TO
MILITARY STATUS OF MORTGAGORS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, THAT ON THIS 10th day of December, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Michael Demyan, Assignee for the purposes of foreclosure, and he made oath in due form of law that the defendants in this case are not in the Military Service, as definedd by the Soldier's and Sailors' Relief Act of 1940.

Witness my hand and notarial seal.

Michael Demyan
Michael Demyan, Affiant

Amelia H. Lubrano
AMELIA H. LUBRANO

NOTARY PUBLIC ANNE ARUNDEL COUNTY

FILED
1958 DEC 12 PM 3:35

18

LIBER 115 PAGE 179

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~vs~~
Paul W. Yenser
and
Ruth M. Yenser, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,821 Equity

To the Honorable, the Judges of said Court

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

All of which is respectfully submitted

Laura K. Jacklin
Auditor

December 20, 1958

FILED

1958 DEC 22 PM 12 24

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Paul W. Yenser and Ruth M. Yenser, his wife

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	348	91	398	91
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	33	25		
Auditor - stating this account	18	00		
			61	25
To Assignee 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	27		
U.S. Fidelity & Guaranty Co.-bond premiums	42	00		
George W. Scible - auctioneer's fee	50	00		
~~Clerk of Court - Court costs~~ Equity	~~43~~	~~25~~		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	5	77		
Amelia H. Tubman - notary fees	1	50	196	32
To Assignee for Taxes, viz:				
1957 State and County taxes	81	62		
1958 State and County taxes ($105.38) - adjusted	100	06		
			181	68
To Frank C. Donnickand Tillie Donnick, his wife, mortgagees - in full for mortgage claim, viz:				
Amount of claim filed $6,404.81				
Interest on $6,328.86 from 8/10/58 to 9/22/58- 43 days 45.36	6,450	17	6,450	17
To Baltimore Federal Savings & Loan Ass'n, judgment creditor - this balance on account claim filed	3,342	34	3,342	34
			10,630	67
Amount of Judgment Claim:				
Debt	2,935	87		
Interest thereon from 4/30/58 to 9/22/58- 4 months 22 days	69	48		
Court costs	20	75		
Attorney's collection fee	440	38		
Recording judgment in A. A. County	3	75		
Fi. Fa. - 9/2/58	6	00		
Total	3,476	23		
Cr. Amount allowed above	3,342	34		
Balance due	133	89		

20

with

Michael Demyan, Assignee

Cr

1958							
Sept.	22	Proceeds of Sale		10,500	00		
		Interest on deferred payment of $9,800.00 to 12/12/58		130	67	10,630	67
						10,630	67

ORDER NISI

LIBER 115 PAGE 182

In the Matter of the Mortgaged Real Estate of ~~MORTGAGE~~ Paul W. Yenser and Ruth M. Yenser, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,821 Equity.

ORDERED, This 22nd 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 2nd day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of February next.

FILED
1958 DEC 22 PM 12:24

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of February, 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~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 FEB -4 PM 3:18

Matthew S. Evans
Judge

22

LIBER 115 PAGE 183 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. 12,821 Equity

In the Matter of the Mortgaged Real Estate of
PAUL W YENSER and
RUTH M. YENSER, his wife

Ordered this 22nd 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 2nd day of February next Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of February next

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

J-15

No M G. 25-23

23

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,821
Auditor account

Paul W. Yenser

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of February, 1959. The first insertion being made the 30th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC

FILED

1959 FEB -3 By Abigail Tilghman

LIBER 115 PAGE 184

EX PARTE IN THE MATTER OF	IN THE
	CIRCUIT COURT
ARUNCO BUILDING COMPANY	FOR
	ANNE ARUNDEL COUNTY
	IN EQUITY No. 11,551

.. ..

PETITION TO ASSUME JURISDICTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. That on the 12th day of October, 1955, Arunco Building Company, a body corporate of the State of Maryland, executed to George M. Taylor and William J. Boehm, Trustees herein, a Deed of Trust, the same having been filed among the Land Records of Anne Arundel County, the original copy of which is attached hereto and prayed to be considered as a part hereof and marked Exhibit No. 1.

2. That your Petitioners desire this Honorable Court to assume jurisdiction of this trust estate and to administer same.

3. That the assets of this estate consist of real property upon which houses are being constructed and the same being in various stages of completion, all of which property is subject to a first mortgage to Building and Loan Associations; also the estate consists of accounts receivable, automobile, ground rents and hypothecations, as well as notes receivable. That your Petitioners have filed herewith a statement of its financial affairs prepared from the records without audit by Jerome C. Salganik, Certified Public Accountant, as of July 31, 1955, and filed herewith and prayed to be taken as a part hereof, setting forth in detail the assets and liabilities of the said estate, said statement marked Exhibit No. 2.

4. The book value of the total assets being approximately $153,685.66 which value is predicated upon the completion of the

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

Filed 25 Oct., 1955.

ten houses and the same being sold. Your Petitioners aver that it will be necessary to have the real property appraised and the cost of completion determined in order to arrive at a true balance value in relation to the assets. The liabilities of said estate appear as being approximately $134,818.30. The net worth being approximately 18,867.36. Your Petitioners further represent to this Honorable Court, that it will be necessary to expend approximately 1,000.00 per house to complete the remaining unsold houses in order to make same saleable, and that said Arunco Building Company is unable to continue the business of completing said houses due to the fact that the several Savings and Loan Associations have refused to release deposits in its escrow accounts and therefore unable to pay their creditors.

5. That your Petitioners have been informed that four of the remaining ten houses are under contract of sale and with the minimum amount of expenditure to the estate could be settled and your Petitioners feel that a proper management relative to the completion of said houses as well as to the sale of same would realize sufficient money to settle the claims of its creditors.

6. That your Petitioners request this Honorable Court to set the penal amount of their bond as may be required and such case made and provided.

WHEREFORE your Petitioners pray this Honorable Court to pass an Order in the premises.

AND AS IN DUTY BOUND, etc.

WITNESS

Henry J. Tarantino — George M. Taylor, Trustee (SEAL)

Henry J. Tarantino — William J. Boehm, Trustee (SEAL)

WILLIAM J BOEHM
ATTORNEY AT LAW
ANNAPOLIS MD

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

I HEREBY CERTIFY, that on this 24 day of October, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George M. Taylor and William J. Boehm, the within named Trustees, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Notary Public

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

LIBER 115 PAGE 181

ORDER OF COURT

Upon the aforegoing Petition, Affidavit and Exhibits, it is this 31st day of October, 1955, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED that George M. Taylor and William J. Boehm, Trustees, administer this estate under the jurisdiction of this Court which Court hereby assumes the jurisdiction of said trust estate. And it is further ORDERED that said trustees shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a surety or sureties to be approved by this Court, in the penalty of One Hundred Thousand Dollars, condition for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in the premises.

Benjamin Michaelson
Judge

WILLIAM J BOEHM
ATTORNEY AT LAW
ANNAPOLIS MD

Filed 31 Oct 1955

LIBER 115 PAGE 188
LIBER 972 PAGE 49

No. 11,557 Equity

DEED OF TRUST FOR BENEFIT OF CREDITORS

This Deed, made this 12th day of October 1955, by and between Arunco Building Company, a body corporate of the State of Maryland, party of the first part and grantor, and George M. Taylor, 110 Crain Highway, Glen Burnie, Maryland, and William J. Boehm, 160 South Street, Annapolis, Maryland, trustees, party of the second part and grantees.

WHEREAS, the said Arunco Cuilding Company is indebted unto sundry persons in various sums of money, which it is unable to pay in full and desires to convey all of its property and estate to George M. Taylor and William J. Boehm, trustees, in trust for the benefit of its creditors as hereinafter set forth.

Now, therefore, this Deed witnesseth that in consideration of the premises and the sum of five dollars, the said Arunco Building Company does hereby grant and convey and assign unto said George M. Taylor and William J. Boehm, trustees, their heirs, personal representatives and assigns, all its estate, property of every nature, kind or description, real and personal, in possession, reversion, remainder or expectancy, and wheresoever situated.

TO HAVE AND TO HOLD the same unto said George M. Taylor and William J. Boehm, trustees, their personal representatives and assigns, in trust and confidence nevertheless, for the following purpose, to wit:

FIRST: To take possession of said estate and property, and without unnecessary delay, to convert the same into money by sale of so much as is saleable, and collection of so much thereof, as is collectible, and to apply the proceeds, after the payment of the lawful expenses of this trust including a commission of 10 percent, upon the trust fund to said George M. Taylor and William J. Boehm, trustees, for their services according to law in such cases and after the payment of the wages or salaries due to the clerks, employees or servants of said grantor, contracted within three months anterior to the execution of this Deed, to the payment in full of the debts due and owing by the said Arunco Building Company, without preference or priority, except as by law provided, if the net proceeds shall be sufficient therefor, and if insufficient, then to the payment of the aforesaid debts prorata, without preference or priority except as aforesaid, as the same would be decreed to be paid by a court of equity.

Exhibit No. 1

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Filed 25 Oct., 1955

LIBER 415 PAGE 189

SECONDLY: After the payment in full of all the debts aforesaid, and all claims and demands whatsoever against the Arunco Building Company, for which it may be liable, in trust to pay the surplus, if any there be, to the said Arunco Building Company, its proper representatives and assigns.

AND the said Arunco Building Company for the purposes aforesaid, does hereby make, constitute and appoint the said George M. Taylor and William J. Boehm, trustees, as its true and lawful attorneys, irrevocable, in their name or otherwise, to ask, demand, sue for, recover and receive all the property, goods, chattels, wares, merchandise, debts or sums of money due, owing or belonging to the said Arunco Building Company and hereby granted and conveyed.

AND for all receipts and deliveries to make, execute and acknowledge due acquitances, and to compound for any doubtful debts: And further to do all other lawful acts required to be done in the premises in the due and lawful execution of this trust.

AS WITNESS the corporate seal of said Arunco Building Company, a body corporate of the State of Maryland by George P. Wolf, its President and duly attested by its Secretary, O. George Saunders, the day and year first above written.

George P. Wolf (SEAL)
ARUNCO BUILDING COMPANY
By GEORGE P. WOLF, PRESIDENT

O. George Saunders
O. GEORGE SAUNDERS, SECRETARY

STATE OF MARYLAND, County of Anne Arundel to wit:

I HEREBY CERTIFY, that on this 12th day of October, 1955, before me, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared GEORGE P. WOLF, President of ARUNCO BUILDING COMPANY, the within named grantor and did acknowlede the foregoing Deed of Trust For Benefit of Creditors to be the act and deed of said Body Corporate, and that he has executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Gladys M. Rowley
GLADYS M. ROWLEY Notary Public

My Commission Expires May 6, 1957.

Exhibit #1

Recd for record Oct. 13, 1955, at 2:31 P.M.
per George T. Cromwell, Clerk,
Mailed to William J. Boehm OP

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LIBER 115 PAGE 190

No. 11,551 Equity

REPORT

on

the

FINANCIAL AFFAIRS

of

ARUNCO BUILDING COMPANY

Severna Park, Maryland

July 31, 1955

Exhibit #2

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Filed 25 Oct., 1955.

ARUNCO BUILDING COMPANY
Severna Park, Maryland

EXHIBIT A
Page 1

Balance Sheet - July 31, 1955
(Prepared From Records Without Audit)

A S S E T S

CURRENT			
Cash, Arundel Federal Savings & Loan Association		5.00	
Building Lots, Riverdale (at cost)		621.32	
Houses Under Construction (at sales price)	125,480.00		
Less: Estimated Cost To Complete	10,000.00	115,480.00	
Account Receivable-Due On House At Amberly		1,500.00	
Customers' Deposits Held By Real Estate Agent		760.00	
Accrued Interest Receivable On Hypothecations		309.68	
Deposits In Escrow-Union Federal Savings & Loan Ass'n.		10,700.00	129,376.00

FIXED				
	Cost	Reserve For Depreciation	Net Book Value	
Field Office, Equipment, And Sample House Furnishings	3,842.36	1,835.83	2,006.53	
Automobile (Contra)	3,272.99	545.50	2,727.49	
	7,115.35	2,381.33		4,734.02

INVESTMENTS		
Ground Rents, Lots #9 & #36 - Pledged (cost $621.28)	3,000.00	
Hypothecations To Secure Mortgages-Schedule 2	11,200.00	14,200.00

OTHER		
Notes Receivable-Past Due (No Reserve Provided) Schedule 3	4,145.87	
Accounts Receivable-Past Due (No Reserve Provided) S-4	1,087.72	
Prepaid Interest On Chattel Mortgage	142.05	5,375.64
		153,685.66

NOTES: Building lots are #3, unimproved and #20, improved with house and are among those previously sold for $1,500.00.

Houses Under Construction consists of 11 in varying stages of completion and are pledged to secure Mortgages Payable.

Account Receivable, payment is being withheld subject to settlement of certain accounts payable.

Deposits In Escrow held by Mortgagee to secure Accounts Payable.

House #45 was transferred August 11, 1955, resulting in reduction of Inventory by $10,660.00 and increasing Deposits In Escrow by $3,250.00. (See contra Note)

Certain liens have been levied on property.

Jerome C. Salganik, Certified Public Accountant — Baltimore, Maryland

ARUNCO BUILDING COMPANY
Severna Park, Maryland

EXHIBIT A
Page 2

Balance Sheet - July 31, 1955
(Prepared From Records Without Audit)

L I A B I L I T I E S

CURRENT			
Construction Mortgages (Contra)-Schedule 5	71,966.80		
Less: Loans Receivable-Trustee Accounts-	7,328.40	64,638.40	
Chattel Mortgage-Secured By Automobile		1,705.68	
Chattel Mortgage-Secured By Jeep		37.45	
Bank Overdraft		393.50	
Note Payable-Michael & Helen Jaworski		2,532.00	
Notes Payable-Brooks Bros.		3,529.00	
Customers' Deposits On Houses-Schedule 6		4,395.00	
Accounts Payable-Schedule 9		48,134.87	
Accrued Expenses-Schedule 7		1,180.25	
Reserve For Employees' Payroll Taxes-Schedule 8		666.38	
Reserve For Sales Commissions On 11 Houses Unsold		3,300.00	130,512.53
OTHER			
Mortgage Payable-Secured By Ground Rents Owned		2,400.00	
Loan Payable-George Saunders		300.00	
Loan Payable-George P. Wolf		1,605.77	4,305.77
NET WORTH			
Capital Stock, Par Value $10.00: 110 Shares		1,100.00	
Surplus From Appreciation Of Ground Rents		2,378.72	
Operating Surplus		15,388.64	18,867.36
			153,685.66

NOTES: Additional $1,000.00 withdrawn, in August, by Company from Trustee Account.
House #45 was transferred August 11, 1955, resulting in reduction of Mortgage Payable by $6,500.00, reduction of Customers' Deposits by $660.00, and decrease of $250.00 in Operating Surplus. (see contra note)

Jerome C. Salganik, Certified Public Accountant — Baltimore, Maryland

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ARUNCO BUILDING COMPANY
Severna Park, Maryland
July 31, 1955
(Prepared From Records Without Audit)

DEPOSITS IN ESCROW		SCHEDULE 1
Project #6A	200.00	
Lot #4	3,500.00	
Lot #16	3,500.00	
Lot #47	3,500.00	10,700.00
HYPOTHECATIONS TO SECURE MORTGAGES		SCHEDULE 2
Arundel Federal Savings & Loan Ass'n.		
Account #		
8745	2,000.00	
8219	1,400.00	
Union Federal Savings & Loan Ass'n.		
Account #		
4497	650.00	
4498	900.00	
4846	1,250.00	
5120	1,200.00	
5121	1,500.00	
5347	1,200.00	
5534	1,100.00	11,200.00
NOTES RECEIVABLE		SCHEDULE 3
Robert & Evelyn Kelly	1,431.87	
Fred & Maggie Taylor	504.00	
Norman & Dorothy Davison	1,200.00	
Arthur & Lucille Furr	310.00	
Melvin I. Leberman	700.00	4,145.87
ACCOUNTS RECEIVABLE		SCHEDULE 4
John McDonald	183.93	
Tighlman Moore	47.79	
W. Burton Guy	45.00	
I. W. Maglidt, Jr.	811.00	1,087.72

Jerome C. Salganik, Certified Public Accountant — Baltimore, Maryland

ARUNCO BUILDING COMPANY
Severna Park, Maryland
July 31, 1955
(Prepared From Records Without Audit)

CONSTRUCTION MORTGAGES — SCHEDULE 5

	Mortgages	Trustee Account	Net
Germania Permanent Savings & Loan Ass'n.	6,966.80	328.40	6,638.40
Merchants Mortgage Company	19,500.00	2000.00	17,500.00
Union Federal Savings & Loan Ass'n.	45,500.00	5000.00	40,500.00
	71,966.80	7328.40	64,638.40

CUSTOMERS' DEPOSITS ON HOUSES — SCHEDULE 6

	Lot #		
Morrison	37	100.00	
Sharpe	45	660.00	
	17	1,635.00	
Coleman (Venice-on-Bay)		2,000.00	4,395.00

ACCRUED EXPENSES — SCHEDULE 7

Federal Social Security Tax for July	16.53	
Maryland Unemployment Tax for July	22.30	
Federal Unemployment Tax for Seven months ended July 31,1955	52.18	
Interest-Merchants Mortgage Company	537.64	
Interest-Union Federal Savings & Loan	112.50	
Placement Fees-Union Federal Savings & Loan	408.50	
Interest-Savings Bank of Baltimore	30.60	1,180.25

RESERVE FOR EMPLOYEES' PAYROLL TAXES — SCHEDULE 8

Second Quarter,1955		
Maryland Unemployment	212.09	
Federal Social Security	364.16	
Month of July,1955		
Federal Social Security	16.50	
Federal Withholding	69.60	
Maryland Withholding	4.03	666.38

Jerome C. Salganik, Certified Public Accountant — Baltimore, Maryland

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ARUNCO BUILDING COMPANY
Severna Park, Maryland

SCHEDULE 9

Schedule Of Accounts Payable
July 31,1955
(Prepared From Records Without Audit)

	Mr. Wolf's Balances	Balances Submitted By Creditors
A. S. Abell Co.	70.10	70.10
Allied Agents Associates	212.16	212.16
Annapolis Concrete Co.	431.00	661.82
Anne Arundel Electric Service	4,900.00	5,152.35
B & B Glazing Co.	79.00	79.00
Baltimore News-Post	650.33	650.33
Barberry Bros.	1,300.00	932.33
George Bartz Co.	150.00	150.00
Blue Ridge Fuel Corp.	692.34	692.34
Builders Products Corp.	753.93	885.43
G. Orville Bull Agency	-0-	289.07
Central Building & Supply Co.	154.88	154.88
Chesapeake Woodcrafters	-0-	349.15
Chesapeake & Potomac Telephone Co.	-0-	10.62
Crawford Real Estate Co.	200.00	500.00
Electric Enterprises	-0-	45.80
Esso Standard Oil Co.	912.22	488.72
Glenco Realty	-0-	1,407.00
J.F. Gomoljak Concrete Co.	833.96	833.96
Home Builders Ass'n. Of Md.	-0-	56.00
Home Development & Supply Co.	5,989.63	5,989.62
Thomas L. Jaworski	120.00	122.50
Edward J. Klappenberger	10,000.00	10,760.00
Knipp & Co.,Inc.	3,581.09	3,581.09
Layne-Atlantic Co.	-0-	871.13
Leatherbury Bros.	1,800.00	2,900.00
Linthicum Nursery	-0-	71.90
MacCarth Hardware	88.21	89.68
Magothy Hardware	100.00	178.75
C. Bowie Rose	400.00	508.30
Jerome C. Salganik	300.00	900.00
H.J. Scheirick Co.	-0-	463.93
Sierra Lumber Co.	4,546.92	5,045.04
Staar Contractors	550.00	550.00 *
Supreme Furniture Co.	218.23	218.23
U. S. Concrete Pipe Co.	508.92	508.92
Westinghouse Electric Supply Co.	1,138.72	1,138.72
George P. Wolf,Inc,	616.00	616.00
	41,297.64	48,134.87

* Not confirmed

NOTE: Balances confirmed by creditors were used in preparation of the attached Balance Sheet as of July 31,1955, although Mr. Wolf has not reconciled the discrepancies between his balances and those used.

LIBER 115 PAGE 196

EX PARTE IN THE MATTER OF	*	IN THE
ARUNCO BUILDING COMPANY	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
* * * * * * *		11551

PETITION FOR EMPLOYMENT OF COUNSEL

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George M. Taylor and William J. Boehm, Trustees herein respectfully represent unto Your Honor:-

1. That this Court has assumed jurisdiction of this Estate and your Petitioners have duly qualified by filing their duly approved bond.

2. As appears from the exhibit filed herein attached to the Petition assuming jurisdiction marked "Exhibit No. 1", it is definitely brought to the attention of your Petitioners that they will require the aid and advice of competent counsel to represent them in these proceedings with particular reference to the following items.

3. Arranging for the consolidation and preparation of the agreement with reference thereto of all conflicting interests including the alleged material lienholders, alleged wage lien holders, mortgagees and any and all others who might be claiming an interest in the houses now under construction which is part of the assets of this Estate and which are still uncompleted and will require certain work to be done thereon and agreements to be entered into with holders of the mortgage funds or upon a refusals to obtain this cooperation, to obtain authority of this Court to borrow sufficient funds so to do as your Petitioners have reason to believe that the equity over and above all liens on the said houses under construction is considerable and that by the completion of the said houses, a substantial equity will accrue to this Estate. As a result, it may become necessary to file a Petition to sell the said houses,

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Filed: 7 Nov. 1955

upon completion, free and clear of liens, retaining the proceeds subject to the final Orders of this Court.

4. That in addition, it will be necessary to have examined the titles to certain building lots as well as the aforementioned houses under construction and also certain ground rents owned by the Debtor and pledged for certain outstanding loans as well as to inquire into the matter of certain hypothications in connection with mortgages as more particularly referred to in Schedule 2 of the Exhibit aforementioned.

5. That there are a number of accounts and notes receivable which will require suits to be instituted thereon as your Petitioners are informed that they are long past due.

6. And for other reasons too numerous to mention.

7. That your Petitioners recommend the employment of Louis J. Sagner of the law firm of Sagner and Stevan who has practiced law for 34 years and is conversant with this type of proceedings and who has indicated his willingness to accept this employment on the basis that his compensation for services to be rendered will be determined by a Petition to be presented by him at the conclusion of his said services and subject to the usual notice to creditors as is customary in such matters.

WHEREFORE your Petitioner prays this Honorable Court to pass an Order in accordance with the aforegoing.

AND as in duty bound, etc

George M Taylor

William J Boehm

Petitioners - Trustees

Subscribed and sworn to before me, a Notary Public, this 7th day of November, 1955 by George M Taylor and William J. Boehm, Trustees herein.

Henry J. Tarantino

Notary Public

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LIBER 115 PAGE 198

ORDER OF COURT

Upon the aforegoing Petition, and Affifavit, it is this 9th day of November, 1955 by the Circuit Court of Anne Arundel County, in Equity

ORDERED that George M. Taylor and William J. Boehm, Truatees herein, be and they are hereby authorized to employ the aervices of Louis J. Sagner as their attorney to perform auch services as may be required of him in the administration of this Estate and whose remuneration shall be determined at the conclusion of hia services by the presentation of a Petition aetting forth the aervices rendered herein subject to the usual notice to creditors as is customary in such matters.

Benjamin Urbach Cox
Judge

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Filed: 9 Nov. 1955

Form MD3411—500, 12-3-31 45036

No 11551 Equity

LIBER 115 PAGE 199

Fidelity and Deposit Company

OF MARYLAND

BALTIMORE

Trustee Under Deed of Trust

KNOW ALL MEN BY THESE PRESENTS

That we, George M. Taylor and William J. Boehm

of Annapolis, Maryland

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 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 ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100 - ($125,000.00) Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 9th day of November, in the year of our Lord one thousand nine hundred and fifty-five.

WHEREAS, BY DEED OF TRUST, dated the 12th day of October, nineteen hundred and fifty-five, and left to be recorded among the Land Records of Anne Arundel County on the 13th day of October, 1955,

Arunco Building Company did grant, bargain and sell, assign and transfer unto George M. Taylor and William J. Boehm

Trustees, as therein named their (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound George M. Taylor and William J. Boehm

shall faithfully perform the trust reposed in them by said Deed of Trust, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law

WITNESS, the hand and seal of the said George M. Taylor and William J. Boehm

and the signature of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND by its Attorney-in-Fact, and its corporate seal hereunto affixed

Signed, sealed and delivered in the presence of

Marion H. Wilkas

Marion H. Wilkas

Dorothy R. Skipper

Dorothy R. Skipper

George M. Taylor (SEAL)

George M. Taylor

William J. Boehm (SEAL)

William J. Boehm

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Per E. V. Shockley

E. V. Shockley *Attorney-in-Fact*

ATTEST

C. Berg

C. Berg As to Surety

Bond approved this 9 Nov 1955

Filed: 9 Nov 1955

LIBER 115 PAGE 280

EX PARTE:	:	IN THE
IN THE MATTER OF	:	CIRCUIT COURT
ARUNCO BUILDING COMPANY	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	NO. 11,551 EQUITY
	:	

.. ..

PETITION TO REDUCE BOND

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Trustees, William J. Boehm and George M. Taylor, in these proceedings respectfully shows unto your Honors:

1. That on November 9, 1956, the Petitioners filed a bond in the penal sum of One Hundred Twenty-five Thousand Dollars ($125,000.00) which bond represented the approximate estimate of the assets of the Arunco Building Company.

2. That since the filing of the aforesaid bond, your Trustees have not been able to realize any cash from the assets of said Corporation and the investigation reveals that there are first mortgages upon the said property in excess of Seventy Five Thousand ($75,000.00) Dollars and that your Trustees will not have any sizeable sums of monies in said Estate and feel that a bond in the amount of Twenty Five Thousand ($25,000.00) Dollars would be sufficient.

WHEREFORE, your Petitioners respectfully prays this Honorable Court to pass and Order to reduce the sum of the bond from One Hundred Twenty-Five Thousand ($125,000.00) Dollars to the sum of Twenty Five Thousand ($25,000.00) Dollars.

Respectfully submitted,

William J. Boehm, Trustee

George M. Taylor, Trustee

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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1956 NOV -9 PM 3:23

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STATE OR MARYLAND, ANNE ARUNDEL COUNTY, to wit.

I HEREBY CERTIFY that on this 9th day of November, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. Boehm and George M. Taylor, Trustees, and made oath in due form of law that the matters and facts as set forth in the foregoing Petition to Reduce Bond are true as therein stated, to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper
Notary Public

ORDER OF COURT

ORDERED this 13th day of November, 1956, by the Circuit Court for Anne Arundel County, in Equity, that the Trustees, William J. Boehm and George M. Taylor, renew the Trustees' bond in these proceedings in the penal sum of Twenty-five Thousand ($ 25,000) Dollars.

Benjamin Michaelson
JUDGE

WILLIAM J BOEHM
ATTORNEY AT LAW
ANNAPOLIS MD

FILED
1956 NOV 13 PM 1:08

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LIBER 115 PAGE 202

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	OF
ARUNCO BUILDING COMPANY	:	ANNE ARUNDEL COUNTY
	:	In Equity
	:	Equity No. 11,551

PETITION RE FORECLOSURE PROCEEDINGS, ETC.

TO THE HONORABLES, THE JUDGES OF SAID COURT:

The Petition of George M. Taylor and William J. Boehm, Trustees herein, by Louis J. Sagner, their Solicitor, respectfully represents unto your Honors:

(1) That since your Petitioners qualified as Trustees herein they have made constant efforts to sell or otherwise dispose of the equity over and above the balance due on certain construction mortgages on lots Nos. 17, 18, 19, 22, 25, 26, 37, 38 and 44, as shown on the Plat of Riverdale Park, Anne Arundel County, prepared by James D. Hicks, Registered Surveyor, dated February, 1953 and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Folio 10, but without success.

(2) That Union Federal Savings and Loan Association had and still has constructions loans on the houses located on seven of said lots, being Lots Nos. 18, 19, 22, 26, 37, 38 and 44 and Merchants Mortgage Company has similar construction mortgages on Lots Nos. 17 and 25. Said Mortgagees have been most cooperative in permitting your Petitioners, since they first qualified in October, 1955, to attempt to sell the said properties. Having been unsuccessful the said Mortgagees are now requesting permission of your Petitioners to permit the foreclosure of said mortgages.

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(3) That an investigation by your Petitioners' counsel with reference to the numerous obstacles confronting your Petitioners in attempting to sell the said properties, even if they would be successful in procuring purchasers therefor, shows the following:-

(a) An alleged mechanics' lien claimed by York-Shipey Inc. as Assignee of the Home Development Supply Company.

(b) The United States of America has recorded a judgment against George P. Wolf Inc., dated May 14, 1955 in the amount of $3741.13 representing withholding taxes for the fourth quarter of the year 1953 and the four quarters of 1954. Your Petitioners have reasonable grounds to believe that the said George P. Wolf, Inc. might be considered a predecessor of the Arunco Building Company, the debtor herein, and that, therefore, same does constitute a valid lien on the aforementioned properties as provided for by Section 2410 of Title 28 of the United States Code Annotated.

(c) That there are various other judgments against George P. Wolf, Inc. and/or George P. Wolf & Associates, Inc., that they may be put in the same category.

(d) That a United States Federal lien was filed on October 27, 1955 against the debtor herein in the amount of $264.16.

(e) That real estate taxes due and unpaid on said properties as of December 1, 1956 amount to $1269.88.

(f) That certain improvements have been made upon said properties by Andrew H. Solley Inc. for an amount in ex-

cess of $1,000.00 by Order of Your Petitioners, which has not been paid, and for which the Trustee of the said Andrew H. Solley Inc. has made demand.

(g) That there has been instituted proceedings herein to evict from the premises known as Not. 38 the purchasers of said property, Charles E. Johnston and Dorothy L. Johnston, his wife, who have been occupying same without paying rent since July, 1955; said proceedings having been instituted by your Petitioners on October 16, 1956, to which no Answer has been filed thereto.

(h) That similar ejectment proceedings have been filed by your petitioners against the purchasers of the property known as Lot 37, occupied by James K. Morrison and Doris M. Morrison, his wife, not having paid rent since July 1955, said proceedings have been instituted by your Petitioners on September 27, 1956. In this connection an Answer was filed thereto.

(i) That originally the bond of your Petitioners was $100,000. predicated upon the possibility of selling and disposing of the aforementioned properties but by Court Order dated November 9, 1956 same was reduced to $25,000.00 for reasons therein set forth and your Petitioners now propose to file another Petition to further reduce the amount of said bond in order to save the cost of the premium thereof because of the fact that very few assets will remain to be distributed by your Petitioners as assets of this estate.

(j) That the purchaser of Lot No. 25 can not get a clear title thereto and financing to purchase the same, not only for the reasons hereinabove set forth but also because

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your Petitioners have been advised that there are substantial judgments against the said purchaser, including liens filed by the United States Government in the amount of $66.78, dated July 10, 1956 and $194.00, dated August 8, 1956.

WHEREFORE, your Petitioners pray this Honorable Court to pass an Order authorizing a foreclosure of the two mortgages in accordance with the above.

AND, as in duty bound, etc.

George M. Taylor
George M. Taylor, Trustee

William J. Boehm
William J. Boehm, Trustee

Solicitor for Trustees

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

I HEREBY CERTIFY, that on this 21st day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George M. Taylor and William J. Boehm, Trustees, and made oath in due form of law that the matters and facts herein stated are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper
Notary Public
Dorothy Roberts Skipper

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ORDER OF COURT

Upon the foregoing Petition and Affidavit it is this 22d day of January, 1957, ORDERED by the Circuit Court of Anne Arundel County, in Equity, that George M. Taylor and William J. Boehm, Trustees, Petitioners herein, be and they are hereby authorized to abandon any further efforts to sell or otherwise dispose of Lots Nos. 17, 18, 19, 22, 25, 26, 37, 38 and 44 as shown on the Plat of Riverdale Park, Anne Arundel County; provided, however, that they reserve any and all rights that they may have with reference to certain monies deposited in escrow or in the form of hypothecations with the said Mortgagees.

IT IS FURTHER ORDERED that the said Trustees be and they are hereby authorized to execute such consents or waivers as may be required by said Mortgagees to permit them to foreclose the respective mortgages held by them on said properties as well as to execute such other instrument and/or instruments that may effectuate the purposes of this Petition.

Benjamin Michaelson
Judge

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1957 JAN 22 PM 3:41

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LIBER 115 PAGE 207

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	OF
ARUNCO BUILDING COMPANY	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	EQUITY NO. 11,551

PETITION RE FORECLOSURE PROCEEDINGS, ETC.

TO THE HONORABLES, THE JUDGES OF SAID COURT:

The Petition of George M. Taylor and William J. Boehm, Trustees herein, by Louis J. Sagner, their Solicitor, respectfully represents unto your Honors:

(1) That since your Petitioners qualified as Trustees herein in October 1955 they have made constant efforts to sell or otherwise dispose of the equity over and above the balance due on certain construction mortgages, one of which is on Lot No. 20, as shown on the Plat of Riverdale Park, Anne Arundel County, prepared by James D. Hicks, Registered Surveyor, dated February, 1953 and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Folio 10, but without success.

(2) That Germania Federal Savings and Loan Association had and still has a construction loan on the house located on said lot. Said Mortgagee has been most cooperative in permitting your Petitioners, since they first qualified in October, 1955, to attempt to sell the said property. Having been unsuccessful the said Mortgagee is now requesting permission of your Petitioners to permit the foreclosure of said mortgage.

(3) That an investigation by your Petitioners' Counsel with reference to the numerous obstacles confronting your Petitioners in attempting to sell the said property, even if they would be successful in procuring purchasers therefor, shows the following:-

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1957 AUG 13 PM 12 16

24

(a) The United States of America has recorded a judgment against George P. Wolf Inc., dated May 14, 1955 in the amount of $3741.13 representing withholding taxes for the fourth quarter of the year 1953 and the four quarters of 1954. Your Petitioners have reasonable grounds to believe that the said George P. Wolf, Inc. might be considered a predecessor of the Arunco Building Company, the debtor herein, and that, therefore, same does constitute a valid lien on the aforementioned properties as provided for by Section 2410 of Title 28 of the United States Code Annotated.

(b) That there are various other judgments against George P. Wolf, Inc. and/or George P. Wolf & Associates, Inc., that they may be put in the same category.

(c) That a United States Federal lien was filed on October 27, 1955 against the debtor herein in the amountof $264.16.

(d) That real estate taxes due and unpaid on said property as of September 1st, 1957 is in the amount of $245.31

(e) That the improvements on said lot have been partially completed for months and are deteriorating rapidly and will continue to do so unless a foreclosure of said premises is allowed by this Honorable Court.

Wherefore, your Petitioners pray this Honorable Court to pass an Order authorizing a foreclosure of the mortgage in accordance with the above.

AND, as in duty bound, etc.

George M. Taylor

George M. Taylor, Trustee

William J. Boehm

William J. Boehm, Trustee

Solicitor for Trustees

25

LIBER 115 PAGE 209

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

I HEREBY CERTIFY, that on this 13th day of ~~July~~ August, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George M. Taylor and William J. Boehm, Trustees, and made oath in due form of law that the matters and facts herein stated are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper
Notary Public
Dorothy Roberts Skipper

WE George M. Taylor and William J. Boehm, Trustees, herewith consent to the foreclosure of the mortgage to the Germania Federal Savings and Loan Association on Lot No. 20 as shown on the plat of Riverdale Park, Anne Arundel County, Maryland, and to the execution of such other instrument and/or instruments that may effectuate the purposes of this petition. - - -

George M. Taylor
George M. Taylor, Trustee

William J. Boehm
William J. Boehm, Trustee

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ORDER OF COURT

Upon the foregoing Petition and Affidavit it is this 13th day of July, 1957, ORDERED by the Circuit Court of Anne Arundel County, in Equity, that George M. Taylor and William J. Boehm, Trustees, Petitioners herein, be, and they are hereby, authorized to abandon any further efforts to sell or otherwise dispose of Lot No. 20 as shown on the Plat of Riverdale Park, Anne Arundel County; provided, however, that they reserve any and all rights that they may have with reference to certain monies deposited in escrow or in the form of hypothecations with the said Mortgagee.

IT IS FURTHER ORDERED that the said Trustees be, and they are hereby, authorized to execute such consents or waivers as may be required by said Mortgagee to permit them to foreclose the mortgage held by it on said property as well as to execute such other instrument and/or instruments that may effectuate the purposes of this Petition.

Benjamin Michaelson
Judge

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27

LIBER 115 PAGE 211

EX PARTE IN THE MATTER OF	*	IN THE
ARUNCO BUILDING COMPANY	*	CIRCUIT COURT
	*	OF
	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
		No 11,551 Equity
* * *	*	* * *

ORDER OF PUBLICATION

IT IS HEREBY ORDERED by the Circuit Court of Anne Arundel County, in Equity, this 9th day of December, 1957, that William J. Boehm and George M. Taylor, Trustees in the above entitled cause of action, give notice to all persons having claims against Arunco Building Company, to file their claims, properly authenticated with the Clerk of the Circuit Court of Anne Arundel County, in Equity, Court House, Annapolis, Maryland on or before the 25th day of January, 1958 by causing a copy of this Order to be publicized in some regular newspaper in Anne Arundel County once a week for three successive weeks before the ~~send~~ 10th day of January 1958,

Benjamin Michaelson
Judge

True copy test:

George T. Cromwell, Clerk

FILED
1957 DEC -9 PM 2.23

PAGE NO.

28

LIBER 115 PAGE 212 OFFICE OF

EX PARTE IN THE MATTER OF ARUNCO BUILDING COMPANY

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY IN EQUITY

No. 11,551 Equity

Order Of Publication

IT IS HEREBY ORDERED by the Circuit Court of Anne Arundel County, in Equity, this 9th day of December, 1957, that William J. Boehm and George M. Taylor, Trustees in the above entitled cause of action, give notice to all persons having claims against Arunco Building Company, to file their claims, properly authenticated with the Clerk of the Circuit Court of Anne Arundel County, in Equity, Court House, Annapolis, Maryland on or before the 25th day of January, 1958 by causing a copy of this Order to be publicized in some regular newspaper in Anne Arundel County once a week for three successive weeks before the 10th day of January 1958.

BENJAMIN MICHAELSON
Judge

True copy test:
GEORGE T. CROMWELL,
Clerk.

J-2

FILED

No. E.C. 1496/1958 JAN 20 AM 11:54

29

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 20, 1958

We hereby certify, that the annexed Order of Publication Eq. 11,551 Arunco Building Company

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of January, 1958. The first insertion being made the 12th day of December, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 115 PAGE 213

EX PARTE IN THE MATTER OF	*	IN THE
ARUNCO BUILDING COMPANY	*	CIRCUIT COURT
	*	OF
	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY No 11,551

* * * * * * *

TRUSTEES FIRST ACCOUNT

TO THE HONORABLES, THE JUDGES OF SAID COURT

The First Account of William J Boehm and George M Taylor, Trustees herein by Louis J Sagner, their attorney, respectfully shows -

1 That these proceedings commenced by this Honorable Court assuming jurisdiction on November 7, 1955 and although most of the larger items incident to the administration of this Estate have been disposed of, there still remains for final disposition, the sale of certain personal property, one unimproved fee simple lot of ground and the disposition of certain accounts or notes payable. In the meantime, because this case has been pending for almost three years, a number of the creditors and/or their representatives are constantly after the Trustees and their counsel to state at least a First Account herein in order to reasonably ascertain the extent of their loss for credit extended to the debtor and to be permitted to charge same off as a tax loss during the year 1958

2 Therefore, there is attached hereto and prayed to be considered as a part hereof marked "Petitioners Exhibit No 1", a complete list of all income and disbursements including any bills incurred but not yet paid.

3. In order to provide for any possible contingency that may arise after the stating of a First Account, we respectfully suggest that the sum

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1958 JUL 24 PM 2 52

30

of $1,000.00 be retained for the stating of a Second Account herein.

WHEREFORE your Trustees respectfully request that a First Account be stated herein and that they be allowed their commissions, subject to the usual notice to creditors.

AND as in duty bound, etc.

Attorney for Trustees

Trustees

ORDER OF COURT

Upon the aforegoing Trustees First Account and Exhibit, it is this 18th day of September ~~August~~, 1958

ORDERED that a First Account be stated herein and that the Trustees be allowed their commissions, subject to the usual notice to creditors, and it is

~~FURTHER ORDERED that the sum of $1,000.00 be retained for distribution in the Second and Final Account.~~

Judge

31

LIBER 115 PAGE 215

Trustees Exhibit No. 1

E X PARTE IN THE MATTER OF
ARUNCO BUILDING COMPANY

IN THE CIRCUIT COURT OF
ANNE ARUNDEL COUNTY IN EQUITY #11551

CASH RECIEVED AND TO BE ACCOUNTED FOR

December 2,1955	Sale of Pontiac automobile Order of Court 11/23/55	$ 300.00
	Sale of Jeep Order of Court _____	200.00
December 14,1955	Refund of escrow deposit on loy #47	3,500.00
May 4,1956	Recieved on account,Robert Kelly & Wife	100.00
	Refund from Gas & Electric Company	15.50
June 6	Recieved on account,Robert Kelly	50.00
July 11	" " " "	50.00
August 7	" " " "	50.00
September 1	" " " "	50.00
November 5	" " " "	50.00
February 7,1957	" " " "	50.00
March 21	Sale of shack Order of Court_____	25.00
April 11	Sale of sample house furniture Order of Court 3/13/57	279.00
July 3	Recieved on account,Robert Kelly & Wife	70.00
August 9	Foreclosure sale	1,008.45
	Refund of Escrow deposits	7,000.00
	Refund of Escrow deposit	3,500.00
	Foreclosure sale	1,148.51
January 22,1958	Recieved on Account,Arthur Furr & Wife	260.00
	Tax refund,Griscom	10.00
	Recieved on Account,Arthur Furr	50.00
	Funds transferred from Corporate bank account	275.54
February 24	Recieved from William J. Boehm re settlement of Mrs. Shay's account	1,500.00
	Recieved on account,Robert Kelly & Wife	50.00
	Sale of Hypothecations Order of Court _____	3,850.00
March 13	Recieved on account,I.W.Maglidt,Jr.	300.00
	Recieved from Arundel Federal Savings & Loan Ass'n. Dividends on Hypothecations	498.75
March 27	Recieved from Union Federal Savings & Loan Ass'n. Dividends on Hypothecations	872.10
April 28	Ground rents on Lots # 9 and # 36	90.00
	Recieved on account,Robert Kelly & Wife	350.00
May 28	Recieved on account,Norman Davison & Wife	600.00
July 1	Recieved on account,Robert Kelly & Wife	100.00
	Forwarded	26,252.85

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1958 JUL 24 PM 2:52

Exhibit No 1 "(a)

32

Trustees Exhibit No. 1

EX PARTE IN THE MATTER OF
ARUNCO BUILDING COMPANY

IN THE CIRCUIT COURT OF
ANNE ARUNDEL COUNTY IN EQUITY #11551

CASH RECIEVED Forwarded $ 26,252.85

CASH DISBURSED

December 14,1955	Louis J. Sagner Order of Court 11/22/55	800.00
December 27	Merchants Mortgage Co.	90.00
January 19,1956	State Tax Commission	10.00
February 2	White & McCurley,Inc.	1,250.00
May 16	Merchants Mortgage Co.	90.00
May 16	Merchants Mortgage Co.	79.77
April 11,1957	White & McCurley,Inc.	250.00
December 13	Charles Mogul Order of Court 11/25/55	400.00
February 24,1958	Sanford A. Harris,Trustee Andrew H. Solli,Inc. Order of Court 1/28/58	1,000.00
April 28	William Dixon,Attorney for George Wolfe & Wife; Order of Court _____	750.00
		4719.77
July 24	Jerome C. Salganik,Accountant Order of Court _____	481.25
July 24	Louis J. Sagner,Attorney Expenses,notary fees, telephone calls,etc. Order of Court_____	20.08

(6)

LIBER 115 PAGE 217

EX PARTE IN THE MATTER OF	:	IN THE
ARUNCO BUILDING COMPANY		CIRCUIT COURT
	:	
		FOR
	:	ANNE ARUNDEL COUNTY
		NO. 11,551 EQUITY
	:	

.. ..

PETITION TO SELL REMAINING ASSETS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of William J. Boehm and George M. Taylor, Trustees herein, respectfully represents unto your Honors:

1. That included among the remaining assets of this Estate there are certain accounts receivable due, as follows:

Note Receivable - Fred and Maggie Taylor
$405.00

Account Receivable - John McDonald
$183.93

Account Receivable - Tilghman Moore
$47.79

Note Receivable - Robert and Evelyn Kelly
$461.87

also

One saw and one drill, which have been heretofore appraised for the respective amounts of $200.00 and $40.00.

One unimproved lot known as Lot No. 3 of the development at Riverdale, Third Election District of Anne Arundel County, Maryland, and

One filing cabinet and one truck (which has not been in use for a long time).

2. That your Petitioners desire to sell all the aforementioned at a public auction on a date and time to be set for same by the Auctioneer add Petitioners so that this Estate can be fully and finally administered and disposed of with the understanding; however, that any and all of the afore-

WILLIAM J BOEHM
ATTORNEY AT LAW
ANNAPOLIS MD

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mentioned items may be eliminated from the aforesaid sale prior to the date on which they are advertised if offer or offers are received from private bidders that will be satisfactory to the Court before said date and subject to further Order of Court with reference to such private sale.

WHEREFORE, your Petitioners pray this Honorable Court to pass an Order in accordance with the aforegoing.

AND, AS IN DUTY BOUND, etc.

William J. Boehm, Trustee

Louis J. Sagner
Attoreny for Trustees

George M. Taylor, Trustee

ORDER OF COURT

Upon the aforegoing Petition, it is this 4th day of August, 1958, ORDERED by the Circuit Court for Anne Arundel County, that William J. Boehm and George M. Taylor, Trustee, employ a duly authorized Auctioneer to sell:

Note Receivalbe -Fred and Maggie Taylor
$405.00
Account Receivable -John McDonald
$183.93
Account Receivable - Tilghman Moore
$47.79
Note Receivable - Robert and Evelyn Kelly
$461.87
One saw
One drill
One unimproved Lot No. 3, Riverdale, 3rd District
Anne Arundel County, Maryland
One filing cabinet
One truck (which has not been in use for a long time)

subject; however, to the withdrawal of any or all of the aforegoing items from the aforesaid sale prior to the date on which they are advertised if offer or offers are received from private bidders that will be satisfactory to the Court before said sale date and subject to further Order of Court with reference to such private sale and also subject to the official notice and advertising and reporting the result of said sale, in these proceedings.

Judge

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

LIBER 115 PAGE 219 No. 11,351 Equity

Robert H. Campbell - - - - Auctioneer

TRUSTEE'S SALE

OF VALUABLE

Unimproved Real Estate and Personal Property

OF THE REMAINING ASSETS OF THE ARUNCO BUILDING COMPANY; EQUITY NO. 11,551.

Whereas, by virtue of order of court dated August 4, 1958 by the Circuit Court for Anne Arundel County in the above entitled matter the undersigned trustees, George M. Taylor and William J. Boehm were duly authorized to employ an auctioneer to sell the following remaining assets of the Arunco Building Company.

Note receivable—$405.00; note receivable — $461.87; account receivable $183.93; account receivable—$47.79; one saw; one drill; one filing cabinet; one truck (which has not been used for a long time) and, one unimproved lot of ground known as lot No. 3 Riverdale, Third Election District, Anne Arundel County, Maryland.

The above property to be sold on the premises at lot No. 3 Riverdale Road, Riverdale, Third Election District, AnneArundel County, Maryland on

Friday, SEPTEMBER 12 [redacted], 1958

AT 11:00 O'CLOCK A.M.

For full particulars apply to George M. Taylor, Glen Burnie, Maryland, or William J. Boehm, 160 South Street, Annapolis, Maryland, trustees.

GEORGE M TAYLOR, Trustee
WILLIAM J. BOEHM, Trustee
LOUIS SAGNER, Attorney
349 North Calvert Street
Baltimore, Maryland

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No 11,551 Equity

I, HEREBY CERTIFY, that on 1 this 12th day of September, 1958, that I did purchase the real estate described on the reverse side of this handbill for the sum of $261.00

The Severna Building Company
[illegible] Pres.

We, do hereby certify that on this 12th day of September, 1958, that we sold the real property described on the reverse side of this handbill to THE SEVERN Building Company for the sum of $261.00 and received the aforesaid sum.

[illegible]
[illegible]

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LIBER 115 PAGE 221

EX PARTE IN THE MATTER OF	:	IN THE
THE ARUNCO BUILDING COMPANY	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	NO. 11,551 EQUITY

.. ..

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Report of Sale of William J. Boehm and George M. Taylor, Trustees herein, by Louis J. Sagner, their Attorney, respectfully shows:

1. That upon authority of this Honorable Court first had and obtained and after due advertisement thereof, your Trustees, sold the remaining assets of this Estate at public auction sale on the premises, at Riverdale, Third Election District of Anne Arundel County, Maryland, on Friday, September 12, 1958, at 11:00 A.M; which assets are as follows:

Notes Receivalbe and Accounts Receivable sold as an entirety to Richard F. Popham for the sum of $35.00

One saw sold to the Severn Building Company for the sum of $36.25

One drill sold to George Saunders for the sum of $16.50.

One filing cabinet to Albert Listman for the sum of $10.00

One truck to Albert Listman for the sum of $55.00.

Lot No. 3, Riverdale, 3rd District, Anne Arundel County to the Severn Building Company for the sum of $261.00.

WILLIAM J BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD

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1958 SEP 15 PM 3 20

2. That in accordance with the announcement made at the beginning of the sale, the assets were first offered as an entirety and then piecemeal and were sold in the manner producing the larger amount.

3. That in the opinion of your Trustees, the sale was fairly made.

WHEREFORE your Petitioners pray this Honorable Court to pass an Order ratifying and confirming the said sale.

AND, AS IN DUTY BOUND, etc.

William J. Boehm

George M. Taylor,
Trustees

SUBSCRIBED AND SWORN to before me this 15th day of September, 1958, by William J. Boehm and George M. Taylor, Trustees herein.

Dorothy Roberts Skipper
Notary Public

ORDER OF COURT

Upon the aforegoing Report and Affidavit, it is this 15th day of September, 1958, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the public auction sale conducted by William J. Boehm and George M. Taylor, Trustees herein, through Robert H. Campbell, Auctioneer, be, and the same is hereby finally ratified and confirmed, zoning and exceptions Lot #3 Riverdale, 3rd Election Dist. Anne Arundel Co.

JUDGE

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1958 SEPT. 15

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

LIBER 115 PAGE 223

ORDER NISI

EX PARTE IN THE MATTER OF THE
ARUNCO BUILDING COMPANY

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No 11,551 Equity

Ordered, this 15th day of September, 1958, That the sale of the Real Property in these proceedings mentioned, made and reported by William J. Boehm and George M. Taylor Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next

The report states that the amount of sale ~~xxxxx~~ was $ 261.00

George T Cromwell Clerk

True Copy,

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TEST

Clerk

(Final Order)

EX PARTE IN THE MATTER OF THE
ARUNCO BUILDING COMPANY

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of October, 1958 that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause, and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor

Matthew S Evans Judge

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1958 OCT 21 PM 1 52

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LIBER 115 PAGE 224 C CE OF

TRUSTEE'S SALE

OF VALUABLE

Unimproved Real Estate and Personal Property

OF THE REMAINING ASSETS OF THE ARUNCO BUILDING COMPANY; EQUITY NO. 11,551.

Whereas, by virtue of order of court dated August 4, 1958 by the Circuit Court for Anne Arundel County in the above entitled matter the undersigned trustees, George M. Taylor and William J. Boehm were duly authorized to employ an auctioneer to sell the following remaining assets of the Arunco Building Company:

Note receivable — $405.00; note receivable — $461.87; account receivable $183.93; account receivable — $47.79; one saw; one drill; one filing cabinet; one truck (which has not been used for a long time) and, one unimproved lot of ground known as lot No. 3 Riverdale, Third Election District, Anne Arundel County, Maryland.

The above property to be sold on the premises at lot No. 3 Riverdale Road, Riverdale, Third Election District, Anne Arundel County, Maryland on

FRIDAY, SEPTEMBER 12, 1958

AT 11:00 O'CLOCK A.M.

For full particulars apply to George M. Taylor, Glen Burnie, Maryland, or William J. Boehm, 160 South Street, Annapolis, Maryland, trustees.

GEORGE M. TAYLOR, Trustee
WILLIAM J. BOEHM, Trustee
LOUIS SAGNER, Attorney
349 North Calvert Street
Baltimore, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 12, 1958

We hereby certify, that the annexed

Trustee's Sale

Arunco Building Company

Equity No. 11551

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

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

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No. M. G. 1958 SEP 15 PM 3:42

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LIBER 115 PAGE 225 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 11,551 Equity

Ex Parte In The Matter Of The ARUNCO BUILDING COMPANY

Ordered this 15th day of September 1958, That the sale of the real property in these proceedings mentioned, made and reported by William J Boehm and George M. Taylor Trustees, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next

The report states that the amount of sale was $261 00

GEORGE T CROMWELL, Clerk

True Copy, TEST

GEORGE T CROMWELL, Clerk

O-9

CERTIFICATE OF PUBLICATION

Annapolis, Md, October 15, 1958

We hereby certify, that the annexed Order Nisi Sale Eq. 11,551 Arunco Building Co was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of October, 1958 The first insertion being made the 18th day of September, 1958

THE CAPITAL-GAZETTE PRESS, INC

FILED

No M G 5239 1958 OCT 15 PM 3 50 By H. Tilghman

43

LIBER 115 PAGE 226

In the Case of

Ex Parte,
In the Matter of
~~VS~~
ARUNCO BUILDING COMPANY

In the

Circuit Court

For

Anne Arundel County

No. 11,551 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.

December 10, 1958

Laura M. Jenkins
Auditor

FILED

1958 DEC 15 PM 2:52

44

Dr Ex Parte, In the Matter of Arunco Building Company In ac

To Trustees for Commissions (10% of $26,774.37) viz:	2,677	44		
To Trustees for Fee (Order of 11/17/58) viz:	1,000	00	3,677	44
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	221	25		
Jos. W. Alton, Jr. - Sheriff's costs	19	70		
Irene Hazel - Stenographer's fee	20	00		
Shirley M. Miller - Stenographer's fee	2	50		
Auditor - stating this account	375	00	648	45
To Trustees for Expenses (See Schedule C hereto attached) viz:	6,940	57	6,940	57
To Trustees for Expenses of Administering Estate, (See Schedule C hereto attached), viz:	2,971	32	2,971	32
To Trustees for Taxes, viz:				
1955 and 1956 State and County taxes	80	16		
1957 and 1958 State and County taxes-Lot 3	33	70		
State Tax Commission - 1955 franchise tax	10	00	123	86
To Trustees for Ground Rent and Insurance, viz:				
Merchants Mortgage Co. - ground rent due 12/6/55 on Lots 17 and 25	90	00		
Merchants Mortgage Co. - ground rent paid 5/16/56 on Lots 17 and 25	90	00		
Merchants Mortgage Co. - insurance premium	79	77	259	77
To Trustees for Preferred Claims, viz:				
State of Maryland - Dept. of Employment Security - in full for all tax claims	257	62		
Comptroller of the Treasury - in full for all Maryland Income taxes	211	80		
U.S. Treasury Dept. - in full settlement all tax claims	146	32		
Home Development & Supply Co. - amount paid for release of Mechanics Lien (Order 11/23/55)	800	00		
George P. Wolf and D. Jeanne Wolf, his wife - amount ordered paid to them by Court Order of 4/9/58)	750	00	2,165	74
BALANCE FOR DISTRIBUTION TO GENERAL CREDITORS -(SEE SCHEDULE D HERETO ATTACHED)	10,787	22	10,787	22
at the rate of 16.06454518%			27,574	37

with

William J. Boehm and George M. Taylor, Trustees

Cr.

1955								
Oct.	31	County Trust Company of Maryland - balance on deposit			75	54	75	54
		Proceeds of Sales made by Trustees under Orders of Court - See Schedule A hereto attached			5,267	75	5,267	75
		LeRoy Hoffberger - amounts distributed to Trustees in #12,018 and #12,017 Equity - See Schedule A hereto attached			2,156	96	2,156	96
		Collections of open accounts, notes, etc, made by Trustees - See Schedule A hereto attached			3,680	00	3,680	00
		Refunds of Escrow Funds, tax refund, etc - See Schedule B hereto attached			14,025	50	14,025	50
		W. B. Guy & Co. - ground rents on #9 and #36 Pertch Road - See Schedule B hereto attached			90	00	90	00
		Miscellaneous collections made by Trustees and amount borrowed by them in pursuance of Court Order dated 11/23/55 - See Schedule B hereto attached			907	77	907	77
		Dividends accummulated on hypothecations - See Schedule B hereto attached			1,370	85	1,370	85
							27,574	37

SCHEDULE A (Receipts)

SALES

1955			
Dec. 2	Proceeds Sale of Pontiac automobile (Order 11/23/55)		300.00
	Proceeds Sale of Jeep (Order 11/23/55)		200.00
1956			
Feb. 3	Proceeds Sale of furniture (Order 2/3/56)		200.00
1957			
Mar. 21	Proceeds Sale of shack (Order 3/29/57)		25.00
Apr. 11	Net proceeds Sale of sample house furniture (Order 3/14/57)		279.00
1958			
Feb. 24	Proceeds Sale of hypothecations (Order 12/31/57)		3,850.00
Sept.12	Proceeds Sale of Lot #3, Riverdale, (Order 8/4/58)		251.00
	Proceeds sale of notes and accounts receivable and miscellaneous personal property (Order 8/4/58)		142.75
			5,267.75

FORECLOSURES

1957			
July 23	LeRoy Hoffberger, Assignee - amount distributed to Trustees in #12,018 Equity		1,008 45
	LeRoy Hoffberger, Attorney named in mortgage - amount distributed to Trustees in #12,017 Equity		1,148.51
			2,156.96

COLLECTIONS

	Robert Kelly and wife - payments on note as follows:		
	5/4/56	$ 100.00	
	6/6/56	50.00	
	7/11/56	50.00	
	8/7/56	50.00	
	9/1/56	50.00	
	11/5/56	50.00	
	2/7/57	50.00	
	7/3/57	70.00	
	2/24/58	50.00	
	4/24/58	350.00	
	7/1/58	100.00	970.00
	Arthur Furr and wife - payments on account as follows:		
	1/10/58	$ 50.00	
	1/22/58	260.00	310.00
1958			
Feb. 24	Emma O. Sheay - amount received from settlement with Brooks Bros. Lumber Co. (Order 1/10/58)		1,500.00
Mar. 11	I. W. Maglidt, Jr. - compromise settlement of claim (Order 1/10/58)		300.00
May 28	Norman Davison and wife - compromise settlement of claim (Order 4/24/58)		600.00
			3,680.00

SCHEDULE B

Refunds

1955		$	$
12/14	Union Federal Savings & Loan Ass'n Release of Escrow Funds - Lot #47, Riverdale Park	3,500.00	
1957			
7/23	Union Federal Savings & Loan Ass'n Release of Escrow Funds - Lot # 4, Riverdale Park	3,500.00	
	Union Federal Savings & Loan Ass'n Release of Escrow Funds - Lot #16 Riverdale Park	3,500.00	
	Merchants Mortgage Company - Release of Escrow Funds - Lot #45 Riverdale Park	3,500.00	
	Gas & Electric Co. - refund	15.50	
	Treasurer of Anne Arundel County - tax refund	10.00	
			14,025.50

Dividends

1958			
2/6	Arundel Federal Savings & Loan Ass'n- dividends accummulated on hypothecations	498.75	
3/13	Union Federal Savings & Loan Ass'n - dividends accummulated on hypothecations	872.10	
			1,370.85

Ground Rents

1958			
Mar. 31	W. B. Guy & Co., Inc. - Ground rent due 1/20/58 on 9 Pertch Road	45.00	
	Ground rent due 2/23/58 on 36 Pertch Road	45.00	90.00

Miscellaneous

1955			
Nov. 23	Louis J. Sagner - amount borrowed by Trustees to pay on account claim of Home Development & Supply Company for release of its Mechanics Lien (Order 11/23/55)	800.00	
1958			
Sept. 2	Sun Life Assurance Company of Canada - cash surrender value of Policy #1,953,736 - George P. Wolf, Sr.	107.77	
			907.77

SCHEDULE C

EXPENSES	$	$
Capital-Gazette Press - Order of Publication	27.52	
Capital-Gazette Press - Order of Publication on Creditors' Meeting -1/28/58	39.39	
Capital-Gazette Press - advertising sale	63.00	
Capital-Gazette Press - order nisi (sale)	8.00	
Capital-Gazette Press - order nisi (acct)	6.00	
Speer Publications, Inc. - handbills	17.24	
Fidelity & Deposit Co. of Md. - original bond premium (1955)	1,250.00	
Fidelity & Deposit Co. of Md. - 1956 bond premium	250.00	
Fidelity & Deposit Co. of Md. - 1957 bond premium	250.00	
Fidelity & Deposit Co. of Md. - 1958 bond premium - adjusted (3 months)	62.50	
Robert H. Campbell - auctioneer's fees - sale of real and personal property)	60.27	
Clerk of Court - certified copy of petition to assume jurisdiction	3.75	
Charles Mogul - appraiser's fee (Order 12/14/55)	400.00	
Jerome C. Salganik - accountant's services and expenses (Order 7/24/58)	481.25	
Louis J. Sagner - fee for legal services rendered (Order 9/23/58)	3,750.00	
Louis J. Sagner - expenses - notary fees, telephone calls, postage, etc	20.08	
William J. Boehm - expenses - postage, photostatic copies, telephone, stationery, travel, etc, - 1955 through 1958	243.57	
Dorothy R. Skipper - notary fees	8.00	
		6,940.57

Expense of Administering Estate

Gas & Electric Co. - current	4.87	
Bay Electric Co., Inc. - miscellaneous electrical work - Sample House 22, turning on electricity and inspection	38.75	
Sanford A. Harris, Trustee of Andrew H. Solli, Inc. - completion of 22 Pertsch Road (Order 1/28/50)	1,000.00	
Theodore Miller & Sons - completion of unfinished houses at Riverdale (Order 1/28/50)	1,127.70	
Louis J. Sagner - amount loaned Trustees to pay Mechanics Lien claim of Home Development & Supply Co. (Order 11/22/55)	800.00	
		2,971.32

SCHEDULE D

DISTRIBUTION TO GENERAL CREDITORS

General Creditors	Amount Claimed or Allowed	Distribution
	$	$
Builders Products Corporation	885.43	142.24
Baltimore News Post	650.33	104.47
Westinghouse Electric	1,138.72	182.93
Central Building Supply, Inc.	154.88	24.88
Annapolis Concrete Co., Inc.	661.81	106.32
MacCarthy Company	89.68	14.41
The Sierra Lumber Co.	5,172.71	830.97
August H. Wagener	351.25	56.43
United States Concrete Pipe Co.	508.92	81.76
Knipp & Co., Inc.	3,581.09	575.29
The A. S. Abell Co.	70.10	11.26
John A. Coleman	2,000.00	321.29
Edgar S. Hubbard, t/a Linthicum Nursery	71.90	11.55
Supreme Furniture Co.	193.23	31.04
David D. Wallace, t/a Allied Agents Associates	212.16	34.08
Jack C. Troublefield, t/a George Bartz Co.	300.00	48.19
Layne Atlantic Co.	871.13	139.94
Esso Standard Oil Co.	596.58	95.84
W. Taylor Leatherbury and Gilbert Leatherbury, t/a Leatherbury Bros.	2,800.00	449.81
Blue Ridge Fuel Corporation	643.79	103.42
Jack Lipin, t/a Lipin's Hardware	55.91	8.98
Katie B. Kaatz, t/a Anne Arundel Electric Service	4,862.59	781.15
Barberry Bros.	932.33	149.77
H. J. Scheirich Co.	463.93	74.53
Jerome A. Salganick	793.74	127.51

SCHEDULE D

General Creditors	Amount Claimed or Allowed	Distribution
	$	$
Wm. F. Miskill and Marjorie H. Miskill - Claim filed - $1,635.00 Amount allowed by Court (4/9/58)	465.00	74.70
B & B Glazing Contractors	79.32	12.74
York Shipley, Inc., (Assignee of Home Development & Supply Co. by Assignment dated 12/6/55)- Claim filed $5,065.00 Amount allowed to HOME DEVELOPMENT & SUPPLY CO., Assignee of York Shipley, Inc. by Assignment dated dated 10/18/57	4,265.00	685.15
Edward J. Klappenberger Claim filed - $24,331.49 Amount allowed by Court (9/23/58)	23,018.79	3,697.87
Alessi Bros.	708.00	113.74
Star Contractors, Inc.	1,915.00	307.64
O. George Saunders	487.65	78.34
George P. Wolf and D. Jeanne Wolf - Claim filed $8,661.20 Amount allowed by Court (4/9/58)	7,710.20	1,238.61
James D. Hicks	438.07	70.37
	$ 67,149.24	$ 10,787.22

ORDER NISI LIBER 115 PAGE 234

Ex. Parte,

In the Matter of

~~VERSUS~~

ARUNCO BUILDING COMPANY

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,551 Equity.

ORDERED, This 15th 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 19th 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 19th day of January next.

George T. Cromwell

FILED
1958 DEC 15 PM 2:52

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th 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.

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47 1959 JAN 20 PM 3:07

Benjamin Nicholson
Judge

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 11,551 Equity

Ex Parte, In the Matter of ARUNCO BUILDING COMPANY

Ordered, this 15th 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 19th 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 19th day of January next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-30

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 - Cud. Acct. - Eq. 11551

Aruneo Building Co

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of January, 1959. The first insertion being made the 18th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
No. M. G. 7534 1959 JAN -7 AM 9:49 By Marie Tate

48

LIBER 115 PAGE 235

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
WILLIAM C. SHAWGO, JR. and	*	ANNE ARUNDEL COUNTY
ANNA E. SHAWGO, his wife	*	NO. 12832 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage for the purpose of foreclosure.

FILED

1958 SEP -2 PM 2:51

LIBER 991 PAGE 101

LIBER 115 PAGE 236
No. 12,832 Equity

This Mortgage, Made this 23rd day of December - . 19 55

by and between William C. Shawgo, Jr. and Anna E. Shawgo, his wife - - - - - - - - -

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

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of -11- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 1,100.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association:

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

BEING known and designated as Lot No. 341, as shown on Plat 5, Elvaton Acres, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-1, Plat 1.

BEING ALSO the same property which the said Mortgagors acquired from Charles L. Pumphrey and Edna G. Pumphrey, his wife, by deed dated February 14, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 667, Folio 509.

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

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

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

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

LIBER 115 PAGE 238

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 $ 5.50 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 $ 5.50 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, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Code of the Public General Laws of Maryland;

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $1,100.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred. W. Kuethe

William C. Shawgo, Jr. (SEAL)
William C. Shawgo, Jr.

..... (SEAL)

Anna E. Shawgo (SEAL)
Anna E. Shawgo

..... (SEAL)

4

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LIBER 115 PAGE 239

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: LIBER 991 PAGE 104

I HEREBY CERTIFY, That on this 23rd day of December, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William C. Shawgo, Jr. and Anna E. Shawgo, his wife and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

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

Fred. W. Kuethe Notary Public.

Rec'd for record Dec 28 1955 at 2:30 P.M.
Mailed to John Demyan, Jr.

Mortgage

FROM

WILLIAM C. SHAWGO, JR. and ANNA E. SHAWGO, his wife

TO THE

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3094

Received for Record 28 Day of Dec 1955, at 2:30 P.M. and the same duly recorded in Liber G.T.C. No. 991 Fol. 104 Land Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

LAW OFFICE
JOHN DEMYAN, JR.
ANNAPOLIS — GLEN BURNIE
MARYLAND

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

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

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

Secretary. By President.

LIBER 115 PAGE 240

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
WILLIAM C. SHAWGO, JR. and	*	ANNE ARUNDEL COUNTY
ANNA E. SHAWGO, his wife	*	NO. 12832 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan - G.T.C. 991, folio 101	$ 1,100.00
Dues Paid to Date	100.00
Total amount due under Mortgage	$ 1,000.00

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, towit:

I HEREBY CERTIFY, that on this 27th day of September, 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.

Amelia H. Dubman
Notary Public

FILED
1958 SEP 29 PM 12:02

6

LIBER 115 PAGE 241

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY IN EQUITY

STATE OF MARYLAND

LIBER 9 PAGE 422

No. 12,832 Equity

BOND OF Attorney

TO SELL Real Estate

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

Glen Burnie, Maryland

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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 26th day of September , 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 William C. Shawgo, Jr. & Anna E. (Anne E.), his wife to Glen Burnie Savings and Loan Association, a Body Corporate of Anne Arundel County bearing date the 23rd day of December , 19 55 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 991 Folio 101 ~~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

Amelia H. Tubman

AMELIA H. TUBMAN

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

.....(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Edward McNamara
Howard J. McNamara
Attorney in fact.

FILED

1958 SEP 29 PM 12:02

Bond Approved this 29th day of Sept. 1958.
George T. Cromwell, Clerk

JOHN DEMYAN, JR.
Attorney-At-Law
16 Crain Highway
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Lot No. 341, as shown on Plat 5, Elvaton Acres, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-1, Plat 1.

PROPERTY LOCATED AT ELVATON ACRES, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND.

Under and by virtue of the power of sale and authority contained in a Mortgage from William C. Shawgo, Jr. and Anna E. Shawgo, his wife, dated December 23rd, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 991, folio 101, (default having occurred thereunder), the undersigned, the attorney named in the mortgage, will sell at public auction, on the premises, on the northwest corner of Dogwood Road and Poplar Road on

September 29th, 1958
at 2 o'clock P.M.

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

BEING known and designated as Lot No. 341, as shown on Plat 5. Elvaton Acres, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-1, Plat 1.

BEING ALSO the same property which the said Mortgagors acquired from Charles L. Pumphrey and Edna G. Pumphrey, his wife, by deed dated February 14, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 667, folio 509.

AND subject however, to the operation and effect of a first mortgage from William C. Shawgo, Jr. and Anna E. Shawgo, his wife to Glen Burnie Savings & Loan Association, dated November 20th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 798, folio 295, the balance of said Mortgage to be announced at time of sale.

IMPROVEMENTS: Frame Bungalow.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

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

S-25

LIBER 115 PAGE 242 OFFICE

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 William C. Shawgo, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of September, 1958. The first insertion being made the 4th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 OCT 14 AM 9:38
By H. Tilghman

LIBER 115 PAGE 243

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
WILLIAM C. SHAWGO, JR. and	*	ANNE ARUNDEL COUNTY
ANNE E. SHAWGO, his wife	*	NO. 12,832 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 William C. Shawgo, Jr. and Anne E. Shawgo, his wife, to Glen Burnie Savings and Loan Association of AnneArundel County, a body corporate, dated December 23rd, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 991, folio 101; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, on the premises, on the northwest corner of Dogwood Road and Poplar Road, Elvaton Acres, Third Election District of Anne Arundel County, Maryland, MONDAY, SEPTEMBER 29th, 1958, at 2:00 o'clock 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 One Thousand ($1,000.00) Dollars, being at that figure the highest bidder therefor; subject, however, to the operation and effect of a first mortgage from William C. Shawgo, Jr. and Anna E. Shawgo, his wife to Glen Burnie Savings and Loan Association, dated November 20th, 1953, and recorded among the Land Records of Anne Arundel County in Liber

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1958 OCT 14 PM 1:58

J.H.H. 798, folio 295, the balance of said first mortgage being Sixty-Six Hundred Fourteen Dollars and Forty-four cents ($6,614.44); said property being the following:

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

BEING known and designated as Lot No. 341, as shown on Plat 5 of Elvaton Acres, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-1, Plat 1.

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

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of Sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at the rate of six (6%) percent from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments, to be adjusted to date of sale.

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

Respectfully submitted,

John Demyan, Jr.
Attorney named in the Mortgage
16 Crain Highway, S.W.
Glen Burnie, Md.
SO 6-0770

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of October, 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 H. Tubman-Notary Public

10

GEORGE SCIBLE - - - - - - - - - - - - - - - - - Auctioneer

LIBER 115 PAGE 245

JOHN DEMYAN, JR.
Attorney-At-Law
16 Crain Highway
Glen Burnie, Maryland

12,832
Equity

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

Lot No. 341, as shown on Plat 5, Elvaton Acres, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-1, Plat 1.

PROPERTY LOCATED AT ELVATON ACRES, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND

Under and by virtue of the power of sale and authority contained in a Mortgage from William C. Shawgo, Jr. and Anne E. Shawgo, his wife, dated December 23rd, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T. C. 991, folio 101, (default having occurred thereunder), the undersigned, the attorney named in the mortgage, will sell at public auction on the premises, on the northwest corner of Dogwood Road and Poplar Road on

Monday, Sept. 29, 1958

AT 2 O'CLOCK P.M.

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

BEING known and designated as Lot No. 341, as shown on Plat 5, Elvaton Acres, recorded among the Land records of Anne Arundel County in Plat Cabinet 4, Rod G-1, Plat 1.

BEING ALSO the same property which the said Mortgagors acquired from Charles L. Pumphrey and Edna G. Pumphrey, his wife, by deed dated February 14, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 667, folio 509.

AND subject however, to the operation and effect of a first mortgage from William C. Shawgo, Jr. and Anna E. Shawgo, his wife to Glen Burnie Savings & Loan Association, dated November 20th,, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 798, folio 295, the balance of said Mortgage to be announced at time of sale.

IMPROVEMENTS: Frame Bungalow.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at the rate of six per cent from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.
Attorney named in Mortgage

FILED

1958 OCT 14 PM 3:24

LIBER 115 PAGE 246

no 12,832
Equity

PURCHASER'S AGREEMENT

Sept. 29th, 1958

Arundel County, a body corporate

Glen Burnie Savings & Loan Association of Anne / hereby ~~certifies~~ certifies that it has ~~have~~ purchased the property as advertised, subject to an outstanding prior first mortgage in the amount of $6,614.44, and it agrees to comply with the terms of sale. The sale price for said property is $1,000.00.

GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY
a body corporate
BY: Fred W. Kuethe
Name of Purchaser
Fred. W. Kuethe - Secretary

George Scible, Auctioneer

Glen Burnie, Maryland
Address

John Denyan, Jr, Attorney named in the Mortgage

Telephone No. SO 6-4656

FILED
1958 OCT 14 PM 3:24

ORDER NISI

LIBER 115 PAGE 247

In The Matter of the Mortgaged Real Estate of William C. Shawgo, Jr. and Anne E. Shawgo, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,832 Equity

Ordered, this 14th day of October, 19 58, That the sale of the Property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage ~~Trustees~~

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 ~~made~~ was $ 1,000.00

George T. Cromwell Clerk.

True Copy,

FILED
1958 OCT 14 PM 1:58

TEST: Clerk.

(Final Order)

In The Matter of the Mortgaged Real Estate of William C. Shawgo, Jr. and Anne E. Shawgo, his wife

versus

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 ~~Trustees~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustees~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED
1958 NOV 25 PM 2:08

13

LIBER 115 PAGE 248 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. 12,832 Equity

In The Matter of the Mortgaged Real Estate of WILLIAM C. SHAWGO, JR. and ANNE E. SHAWGO, his wife

Ordered, this 14th day of October, 1958, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $1,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

N-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,832

William C. Shawgo

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

FILED

No. M. G. 1958 NOV 15 AM 10:27

14

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~XXX~~
William C. Shawgo, Jr.,
and
Anna E. Shawgo, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,832 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. Fickling
Auditor

December 29, 1958

FILED

1958 DEC 30 PM 12:31

Dr.

In the Matter of the Mortgaged Real Estate of William C. Shawgo, Jr., and Anna E. Shawgo, his wife

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	58	00	108	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	55	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc, - handbills	15	89		
U.S. Fidelity & Guaranty Co. -bond premium	32	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Amelia H. Tubman - notary fees	1	00	143	99
To Attorney for Taxes, viz:				
1958 State and County taxes ($107.38) - adjusted - 8 months 29 days	80	54	80	54
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	615	97	615	97
			1,000	00
Amount of mortgage claim filed	1,000	00		
Cr. Amount allowed above	615	97		
Balance subject to decree in personam	384	03		

16

with

LIBER 115 PAGE 251

. John Demyan, Jr., Attorney named in Mortgage

Cr.

1958				
Sept.	29	Proceeds of Sale	1,000 00	1,000 00
				1,000 00

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ William C. Shawgo, Jr., and Anna E. Shawgo, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,832 Equity.

LIBER 115 PAGE 252

1958 DEC 30 PM 12:31 FILED

ORDERED, This 30th 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 9th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of February, 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 FEB 11 PM 3:13

Benjamin Michaelson
Judge

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,832 Equity
In the Matter of the Mortgaged Real Estate of
WILLIAM C. SHAWGO, JR., and ANNA E. SHAWGO, his wife
Ordered, this 30th 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 9th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.
GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
J-22

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,832
Auditor account

William C. Shawgo, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of February, 1959. The first insertion being made the 8th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
No. M.C. 16857 1959 FEB -3 PM 1:15 By Hazel Tilghman

19

LIBER 115 PAGE 253

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Frank R. Cook and Rosa L.	*	ANNE ARUNDEL COUNTY
Cook, his wife	*	Equity No. 11,993

* * * * * * * *

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
1957 JAN 16 AM 9:10

JK

~~No. 11,728 Equity~~ No. 11,993 Equity

THIS MORTGAGE, Made this 28th day of September , in the year one thousand nine hundred and fifty-four , between FRANK R. COOK and ROSA L. COOK, 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 Six Thousand ($6000.00) - 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-seven ($67.00) Dollars - - - - - - - - - - - - commencing on the first day of November ,1954, and on the first — - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in the Second Election District, Anne Arundel County, Maryland, -

- - - - - - - - - - - - - - - - - - -, and described as follows:

~~BEGINNING~~ BEING known and designated as Lots Nos. Six (6) and Seven (7), Block No. 1, as shown on the Plat entitled Plat No. 1, Oyster Harbor, near Arundel on the Bay, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-8, Lot 10.

BEING the same lots of ground which, by deed dated July 6th, 1954 and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by Oyster Harbor, Incorporated, a body corporate, to the said mortgagors.

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

~~FILED~~
~~1955 APR 21 AM 9:38~~

FILED
1957 JAN 16 AM 9:10

2

TOGETHER with the improvements thereon and the rights and appurtenanoes 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 suooessors and assigns, in fee simple, subject, however, to the restrictions of record.

PROVIDED, however, if the said mortgagors, their heirs, personal representatatives or assigns, shall make or cause to be made the payments, and perform and oomply with the oovenants and oonditions 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 oovenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company aooeptable to the mortgagee, its suooessors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal reoeipts 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 suo-

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

3

oessors or assigns, may do so and add the oost thereof to the amount of the mortgage indebtedness so as to beoome so muoh additional indebtedness secured by this mortgage; (2) To pay monthly -

on or before the first - - - - - - - - - - - - - - - - day of eaoh and every month the sum of Twelve ($12.00) Dollars - for the payment of all taxes, insuranoe, publio dues and assessments of every kind whatsoever, for which the property hereby mortgaged may beoome liable when payable. Should suoh payments be insuffioient 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 oonstitute a breach of this mortgage, and, at the option of the mortgagee, its suooessors or assigns, immediately mature the entire principal and interest hereby seoured, and the mortgagee, its successors or assigns, may without notioe, institute prooeedings to foreclose this mortgage, and apply for the appointment of a Reoeiver, as herein provided; (4) That the holder of this mortgage in any aotion to foreolose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to oolleot the rents and profits of said premises and aocount therefor as the Court may direct; (5) That should the title to the here mortgaged property be aoquired 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 oonsent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written oonsent, 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 seoured shall beoome 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 oonditions for thirty days; (7) That upon the institution of either bankruptoy or reoeivership prooeedings, 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 foreolose this mortgage without notice; (8) that after any default and the institution of foreolosure 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 oosts, expenses, etc., incurred in suoh proceeding, including the oounsel 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, beoause it is the holder of this mortgage, is oaused 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 acoount.

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 deoree for the sale of said property (the sale to take plaoe after default in any of the oovenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its suooessors or assigns, or Irving H. Mezger, their duly oonstituted 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 deoree or under the above power of

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

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the county aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger

Frank R. Cook (SEAL)
Frank R. Cook

Rosa L. Cook (SEAL)
Rosa L. Cook

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28th day of September 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank R. Cook and Rosa L. Cook, 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.

H. Allen Mezger
Notary Public

My Commission Expires May 2, 1955.

Recorded: Sept. 30, 1954 at 9.50 A.M.

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

LIBER 115 PAGE 258 BALTIMORE, MARYLAND

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purposes of foreclosure.

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, its President, and its corporate seal hereto affixed this 8th day of January, 1957.

ATTEST: ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

Elaine E. Seeger BY: John P. Helmer
Elaine E. Seeger John P. Helmer, President

MORTGAGE

From:

Frank R. Cook and Rosa L. Cook, his wife.

To:

Arundel Federal Savings and Loan Association of Baltimore City.

SECOND ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 30 Day of Sept. 1957 at 9:50 A.M. & the same day recorded in Liber J. H. B. No. 867 Fol. 507 Land Records of Anne Arundel County.
JOHN H. HOPKINS, 3rd Clerk

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

Cook

5M—8-51.

SHORT ASSIGNMENT
OF MORTGAGE

FROM

Arundel Federal Savings and Loan Association of Baltimore City

TO

H. Allen Mezger, Assignee

Received for Record ____ 19__ at ____ o'clock ____ M. same day recorded in Liber ____ No. ____ Folio ____ etc., one of the Anne Arundel County Records of ~~Baltimore County~~ and examined.

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY JAN -9 AM 9:24 & RECORDED IN LIBER GTC NO. 867 FOLIO 511 GEO. T. CROMWELL, CLERK

Per Mezger & Mezger

Clerk.

6

Jud. 14042.

LIBER 115 PAGE 259
LIBER 9 PAGE 36

ASSIGNEE'S
~~MORTGAGEE OR ATTORNEYS~~ BOND

No. 11,993 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, 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 Three Hundred and 00/100 ($ 5,300.00) . . . . . *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 19th *day of* March *in the year of our Lord nineteen hundred and* fifty-seven.

WHEREAS, the above bounden H. Allen Mezger *by virtue of* an assignment of *a power contained in mortgage from* Frank R. Cook and Rosa L. Cook, his wife

to Arundel Federal Savings & Loan Association

dated September 28, 1954 *and recorded in Liber* JHH *No.* 867 *folio* 507 *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* by assignment of power *in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

H. Allen Mezger [SEAL]

[SEAL]

Elaine E. Seeger

Elaine E. Seeger

MARYLAND CASUALTY COMPANY

By Edward Annen

Edward Annen, Attorney-in-fact.

ATTEST:

L. Pill

Bond approved this 20th day of March 1957

George T. Cromwell, Clerk

FILED

1957 MAR 20 AM 9:05

8

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

LIBER 115 PAGE 260

H. Allen Mazger, Assignee

vs.

Frank R. Cook and Rosa L. Cook, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 11,993
~~Docket~~ ..... ~~Folio~~ .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer
John P. Helmer, *Affiant.*
President

Subscribed and sworn to before me this 27th day of October 1958

E. Jane Rosinek *Notary Public*

My Commission Expires May 4th, 1959.

FILED
1958 OCT 28 AM 9:42

9

STATEMENT OF MORTGAC CLAIM

H. Allen Mezger, Assignee

vs.

Frank R. Cook and Rosa L. Cook, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 11,993

LIBER 115 PAGE 201

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 6,000.00
Less - Total amount paid on account Principal	$ 1,319.52	
Less - Credit Expense account	23.81	1,343.33
Net Balance		4,656.67
Plus accumulated interest to November 30th, 1958 (with interest thereafter at rate of 6% per annum)		46.92
Total amount of Mortgage Indebtedness		$ 4,703.59

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

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

COUNTY OF ANNE ARUNDEL
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, Sct.

I HEREBY CERTIFY, That on this 27th day of October in the year nineteen hundred and fifty-eight, before me, a Notary Public of the State of Maryland, in and for said ~~City of Baltimore~~ County personally appeared Henry C. Bourke, Jr., Treasurer of Arundel Federal Savings & Loan Association of Baltimore City,

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

As witness my hand and Notarial Seal.

E. Jane Rusinek Notary Public.

My Commission Expires 5/4/59.

FILED
1958 OCT 28 AM 9:42

10

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Frank R. Cook and Rosa L. Cook,	*	ANNE ARUNDEL COUNTY
his wife	*	Equity No. 11,993

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

CERTIFICATION

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

BEING known and designated as Lots Nos. Six (6) and Seven (7), Block No. 1, as shown on the Plat entitled Plat No. 1, Oyster Harbor, near Arundel on the Bay, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-8, Lot 10.

at and for the price of Forty-Five Hundred ($4500.00) 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 Forty-Five Hundred ($4500.00) Dollars.

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr., Treasurer

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

FILED

1958 NOV -5 AM 11:58

//

LIBER 115 PAGE 263

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Frank R. Cook and Rosa L.	*	ANNE ARUNDEL COUNTY
Cook, his wife	*	Equity No. 11,993

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Frank R. Cook and Rosa L. Cook, 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 Frank R. Cook and Rosa L. Cook, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated September 28th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 867, folio 507, which mortgage was then duly assigned on November 14th, 1956, 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, October 31st, 1958, at 2:00 o'clock P.M. attend on the premises and then and there sold at public auction, all those lots of ground located in the Second Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder at and for the sum of Forty-Five Hundred ($4500.00) Dollars the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Assignee

FILED

1958 NOV -5 AM 11:58

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

12.

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 3rd day of November, 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.

13

ORDER NISI

LIBER 115 PAGE 265

H. Allen Mezger, Assignee

versus

Frank R. Cook and Rosa L. Cook, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,993 Equity

Ordered, this 5th day of November, 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 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.

The report states that the amount of sale ~~xxxxx~~ was $ 4500.00

George J. Cromwell Clerk.

True Copy,

FILED 1958 NOV 5 AM 11:58

TEST: Clerk.

(Final Order)

H. Allen Mezger, Assignee

versus

Frank R. Cook and Rosa L. Cook, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of December, 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 be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans

Judge

FILED

1958 DEC 17 AM 10:18

14

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

Assignee's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A CINDER BLOCK AND STUCCO APPROVED ROOF DWELLING, LOCATED LOTS 6 AND 7, BLOCK 1, ARUNDEL ROAD, EAST SIDE, OYSTER HARBOR, SECOND ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the mortgage dated September 28th, 1954, from Frank R. Cook and Rosa L. Cook, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 867, folio 507, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on

Friday, Oct. 31, 1958 at 2:00 o'clock P. M.

ALL THOSE LOTS OF GROUND SITUATE AND LYING in the Second Election District, Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lots Nos. Six (6) and Seven (7), Block No. 1, as shown on the Plat entitled Plat No. 1. Oyster Harbor, near Arundel on the Bay, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-8, Lot 10.

TERMS OF SALE: Cash upon ratification of sale. Expenses to be adjusted to the date of sale. A deposit of $750.00 will be required of the purchaser at the time and place of the sale; balance of purchase money to bear interest at the rate of 6% per annum from day of sale.

H. ALLEN MEZGER, Assignee
E. T. NEWELL & CO., INC.
Auctioneers.

O-30

LIBER 115 PAGE 266 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

Assignee's Mortgage Sale 11,993

Frank R. Cook

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 NOV 5 PM

By [illegible]

LIBER 115 PAGE 261 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No 11,993 Equity

H. ALLEN MEZGER, Assignee
Versus
FRANK R. COOK and ROSA L. COOK his wife

Ordered, this 5th day of November, 1958. That the sale of the Property in these proceeding mentioned made and reported by H. Allen Mezger, Assignee BE RATIFIED AN CONFIRMED, unless cause to the contray thereof 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.

The report states that the amount of sale was $4500.00

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. Sale
Eq. 11,993
Frank R. Cook.

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 15th day of December, 1958. The first insertion being made the 13th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 16766 1958 DEC 11 PM 1:22

By Hazel Tilghman

LIBER 115 PAGE 268

In the Case of

H. Allen Mezger,
Assignee
vs.
Frank R. Cook
and
Rosa L. Cook, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,993 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. Fiskelius
Auditor.

December 23, 1958

FILED
1959 JAN -2 PM 12:20

17

Dr. H. Allen Mezger, Assignee vs. Frank R. Cook and Rosa L. Cook, his wife

in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	165	00	215	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	12	50		
Maryland Casualty Co. - bond premium	21	20		
E.T. Newell & Co., Inc. -auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Elaine E. Seeger - notary fee		50		
E. Jane Rusinek - notary fees	1	00	123	91
To Arundel Federal Savings and Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	4,149	77	4,149	77
			4,540	18
Amount of Amended mortgage claim filed	4,703	59		
Cr. Amount allowed above	4,149	77		
Balance subject to decree in personam	553	82		

14

with H. Allen Mezger, Assignee Cr.

1958				
Oct.	31	Proceeds of Sale	4,500 00	4,500 00
		Refund 1958 State and County taxes ($241.13) - 2 months	40 18	40 18
				4,540 18

19

ORDER NISI

LIBER 115 PAGE 271

H. Allen Mezger,
Assignee

VERSUS

Frank R. Cook
and
Rosa L. Cook, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,993 Equity.

ORDERED, This 2nd day of ~~December~~ January 19 59 That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of February ~~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 9th day of ~~January~~ February next.

1959 JAN -2 PM 12:20

FILED

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of February, 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 ~~Auditor~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 FEB 13 PM 12:19

Benjamin Michaelson
Judge

LIBER 115 PAGE 272 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. 11,993 Equity

H. ALLEN MEZGER, Assignee
VERSUS
FRANK R. COOK and ROSA L. COOK, his wife

Ordered, this 2nd day of January, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of February next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 11,993

Auditor Account

Frank R. Cook

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of February, 1959. The first insertion being made the 8th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 16871 1959 FEB -3 PM 1:25 By Hazel P. Tilghman

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Setting as o Court of Equity LIBER 115 PAGE 273

ADAM MINNICK and ALICE M PERSONS,
2230 California Street, n. w.,
Washington, D. C., and
CARL R. MINNICK,
Lanham-Severn Road,
Bowie, Maryland,

Plaintiffs

vs.

Equity No. 12,405

JEANNETTE B. MINNICK, KARIN MINNICK,
KRISTIN MINNICK and KAILA MINNICK,
190 Burch Street, Winnetka, Ill.,

Defendants.

BILL OF COMPLAINT FOR SALE OF REAL ESTATE

To the Honorable, The Judges of Said Court:

Your Orators, complaining says:

1. That Carolyn Minnick, late of the District of Columbia, Deceased, was in her lifetime seized and possessed of a certain parcel of land lying and being in Anne Arundel County, Maryland, known and described as Lots 93 and 94 and part of Lot 92, of the subdivision of Idlewilde, Maryland.

2. That being so seized and possessed, the said Carolyn Minnick departed this life on or about the 29th day of January, 1946 intestate, leaving surviving her the following heirs at law and next of kin who were all adults:

Adam Minnick, surviving husband,

Alice M. Persons, daughter,

Carl R. Minnick, son, and

James B. Minnick, son.

3. That the above listed James B. Minnick died intestate on the 27th day of October, 1956 at Winnetka, Illinois, the place of his residence, leaving surviving him the following heirs at law and next of kin:

Jeannette B. Minnick, surviving widow, an adult,

Karin Minnick, daughter, an infant,

Kristin Minnick, daughter, an infant, and

Kaila Minnick, daughter, an infant.

4. That the said real estate cannot be divided without loss or injury to the parties interested.

5. That a sale of said real estate and a division of the money arising from

FILED
1957 NOV -6 AM 11:22

LAW OFFICE
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D. C.

such sale among the parties would cause no loss or injury to the parties interested.

Wherefore your orators pray:

1. That the Court decree a sale of said real estate and a division of the money arising from such sale among the parties according to their respective rights pursuant to the provisions of Article 16, Section 170 of the Annotated Code of Maryland (Flack), 1951 Edition.

2. That an order of publications be issued against the defendants who are nonresidents.

3. That the Court appoint a guardian ad litem for the parties who are infants.

4. That your orators may have such other and further relief as the nature of the case may require and to the Court may seem meet and proper.

And as in duty bound, etc.

Adam Minnick

Alice M. Pearsons

Carl R. Minnick

Ralph L. Bailey, Attorney for Plaintiffs
232 Woodward Building, Washington, D.C.
District 7 8293

District of Columbia, to wit:

I hereby certify that on this 5th day of November, 1957, before me, the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared Adam Minnick, Alice M. Pearsons and Carl R. Minnick, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Compliant are true to the best of their knowledge, information and belief.

Witness my hand and seal the day and date hereinabove written.

Georgia Yarbrough
Notary Public D.C.
Georgia Yarbrough
My Commission Expires Feb. 28, 1959.

LAW OFFICE
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D. C.

Ralph L. Bailey
Attorney at Law
Woodward Building
Washington 5, D.C.

LIBER 115 PAGE 275

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

ADAM MINNICK and ALICE M. PERSONS,
2230 California Street, n. w.,
Washington, D. C., and
CARL R. MINNICK, Bowie, Maryland,
Plaintiffs.
- vs -
JEANNETTE B. MINNICK, KARIN MINNICK,
KRISTIN MINNICK and MAILA MINNICK,
190 Burch Street, Winnetka, Ill.,
Defendants.

Equity No. 12,405

ORDER OF PUBLICATION

The object of this suit is to procure an order for the sale of real estate and a division of the proceeds among the parties interested.

The Bill of Complaint recites that Carolyn Minnick, late of the District of Columbia, Deceased, was in her lifetime seized and possessed of a certain parcel of land lying and being in Anne Arundel County, Maryland known and described as Lots 93 and 94 and part of Lot 92, of the subdivision of Idlewilde, Maryland;

That being so seized and possessed, the said Carolyn Minnick departed this life on or about the 29th day of January, 1946 intestate, leaving surviving her the following heirs at law and next of kin who were all adults: Adam Minnick, surviving husband; Alice M. Parsons, daughter; Carl R. Minnick, son, and James R. Minnick, son;

That the above listed James B. Minnick died intestate on the 27th day of October, 1956 at Winnetka, Illinois, the place of his residence, leaving surviving him the following heirs at law and next of kin: Jeannette B. Minnick, surviving widow, an adult; Karin Minnick, daughter, an infant; Kristin Minnick, daughter, an infant, and Kaila Minnick, daughter, an infant:

That the said real estate cannot be divided without loss or injury to the parties interested: and

That a sale of said real estate and a division of the money arising from such sale among the parties would cause no loss or injury to the parties interested.

The Plaintiffs pray that the Court decree a sale of said real estate and

LAW OFFICE
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D. C.

FILED
1957 NOV -6 AM 11:22

a division of the money arising from such sale among the parties according to their respective rights pursuant to the provisions of Article 16, Section 170 of the Annotated Code of Maryland (Flack) 1951 Edition; that an order of publication be issued against the defendants who are nonresidents; that a guardian ad litem be appointed for the parties who are infants and for such other and further relief as the Honorable Court may deem meet and proper.

IT IS THEREFORE this 6th day of November, 1957, ORDERED by the Circuit Court for Anne Arundel County, Maryland, as a Court of Equity, that a copy of this Order be published in some newspaper printed in Anne Arundel County, Maryland, once a week for four successive weeks before the 16th day of December, 1957, giving notice to the nonresident defendants, Jeannette B. Minnick, Karin Minnick, Kristin Minnick and Kaila Minnick, of the object and substance of the said Bill of Complaint and warning them to be and appear in this Court on or before the 16th day of January, 1958, and file their answer or other defense ~~within 15 days thereafter~~ to ~~answer~~ the premises and show cause, if any they may have, why a decree should not be passed as prayed.

George T. Cromwell
Clerk of the Circuit Court
for Anne Arundel County, Maryland

True Copy - Test

LAW OFFICE
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D. C.

RALPH L. BAILEY
Attorney at Law
Woodward Building
Washington 5 D.C.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
Equity No. 12,405

ADAM MINNICK and
ALICE M. PERSONS
2230 California Street N.W.
Washington D.C., and
CARL R. MINNICK
Bowie, Maryland
Plaintiffs

versus

JEANETTE B. MINNICK,
KARIN MINNICK,
KRISTIN MINNICK and
MAILA MINNICK,
190 Burch Street,
Winnetka, Ill.
Defendants

Order Of Publication,

The object of this suit is to procure an order for the sale of real estate and a division of the proceeds among the parties interested.

The Bill of Complaint recites that Carolyn Minnick, late of the District of Columbia, Deceased, was in her lifetime seized and possessed of a certain parcel of land lying and being in Anne Arundel County, Maryland known and described as Lots 93 and 94 and part of Lot 92, of the subdivision of Idlewilde, Maryland;

That being so seized and possessed, the said Carolyn Minnick departed this life on or about the 29th day of January, 1946 intestate, leaving surviving her the following heirs at law and next of kin who were all adults: Adam Minnick, surviving husband; Alice M. Parsons, daughter; Carl R. Minnick, son, and James B. Minnick, son;

That the above listed James B. Minnick died intestate on the 27th day of October, 1956 at Winnetka, Illinois, the place of his residence, leaving surviving him the following heirs at law and next of kin: Jeannette B. Minnick, surviving widow, an adult; Karin Minnick, daughter, an infant; Kristin Minnick, daughter, an infant, and Kaila Minnick, daughter, an infant:

That the said real estate cannot be divided without loss or injury to the parties interested: and

That a sale of said real estate and a division of the money arising from such sale among the parties would cause no loss or injury to the parties interested.

LIBER 115 PAGE 271 OFFIC 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, 1957

We hereby certify, that the annexed

Order of Publication

Eq. 12,405 Property

Adam Minnick

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 15th day of December, 1957. The first insertion being made the 14th day of November, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 DEC 10 AM 11:43 By H. Tilghman

The Plaintiffs pray that the Court decree a sale of said real estate and a division of the money arising from such sale among the parties according to their respective rights pursuant to the provisions of Article 16, Section 170 of the Annotated Code of Maryland (Flack) 1951 Edition; that an order of publication be issued against the defendants who are nonresidents; that a guardian ad litem be appointed for the parties who are infants and for such other and further relief as the Honorable Court may deem meet and proper.

IT IS THEREFORE this 6th day of November, 1957, ORDERED by the Circuit Court for Anne Arundel County, Maryland, as a Court of Equity, that a copy of this Order be published in some newspaper printed in Anne Arundel County, Maryland, once a week for four successive weeks before the 15th day of December, 1957, giving notice to the nonresident defendants, Jeanette B. Minnick, Karin Minnick, Kristin Minnick and Kalla Minnick, of the object and substance of the said Bill of Complaint and warning them to be and appear in this Court on or before the 15th day of January, 1958, and file their answer or other defense to the premises and show cause, if any they may have, why a decree should not be passed as prayed.

GEORGE T. CROMWELL
Clerk of the Circuit Court for
Anne Arundel County, Maryland

True Copy, TEST:
GEORGE T. CROMWELL

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

LIBER 115 PAGE 279

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK,

Plaintiffs,

vs.

JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK and KAILA MINNICK,

Defendants.

Equity No. 12,405.

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

The petition of Ralph L. Bailey respectfully shows the Honorable Court as follows:

1. That he is a member of the Bar of the State of Maryland and is the attorney of record for the Plaintiffs in the above entitled cause.

2. That the defendants, Karin Minnick, Kristin Minnick and Kaila Minnick are infants. Defendant Jeannette B. Minnick, an adult, is their mother. They all reside at 190 Burch Street, Winnetka, Illinois.

3. That Order of Publication against the defendants was duly published in the Maryland Gazette once a week for four sucessive weeks before the 16th day of December, 1957. The certificate of such publication is filed herein.

4. That your petitioner mailed a copy of the Bill of Complaint and a copy of the Order of Publication to each of the defendants herein by registered mail-return receipt requested on the 19th day of November, 1957. Copies of the transmittal letter and the return receipts signed by Mrs. J. B. Minnick and dated the 20th day of November, 1957 are attached hereto.

5. That no answer to the Bill of Complaint has been filed on behalf of said infants.

Wherefore, your petitioner prays:

1. That an order be issued by this Court appointing a guardian ad litem for said infants, Karin Minnick, Kristin Minnick and Kaila Minnick, with authority to appear for and defend their interests in this cause.

Ralph L. Bailey

Ralph L. Bailey, attorney for plaintiffs

Subscribed and sworn to before me this 4th day of March, 1958.

Notary Public, D. C.

Filed 14 Mar., 1958, at 9:15 A. M.

LAW OFFICE
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D. C.
D 7-8293

REGISTERED MAIL
RETURN RECEIPT REQUESTED

November 19, 1957

Mrs. Jeannette B. Minnick
190 Burch Street
Winnetka, Illinois

Dear Mrs. Minnick:

In connection with the sale of the real estate located in Anne Arundel County, Maryland, belonging to the late Carolyn Minnick, Deceased, in which you have an interest, I enclose herewith a copy of the bill of complaint and also a copy of the order of publication. This is done to comply with the Maryland Rules of Procedure.

After the publication is completed the Court will appoint a guardian in Anne Arundel County, Maryland, to act for the minor children involved.

No action is required of you upon receipt of this notice and I will advise you of future developments.

Kindly write me if you have any questions.

Very truly yours,

Enclosures

DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee
☐ Show address where delivered

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

1 .....
(Signature or name of addressee)

2 .....
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery 11/20, 1957

Form 3811
Rev. 4-54

U. S. GOVERNMENT PRINTING OFFICE 16—12421-3

Exhibit

Filed 14 [illegible] 1958 at 9:15 a.m.

LAW 110 PAGE 231

REGISTERED MAIL
RETURN RECEIPT REQUESTED

November 19, 1957

Miss Kristin Minnick
190 Burch Street
Winnetka, Illinois

Dear Miss Minnick:

In connection with the sale of the real estate located in Anne Arundel County, Maryland, belonging to the late Carolyn Minnick, Deceased, in which you have an interest, I enclose herewith a copy of the bill of complaint and also a copy of the order of publication. This is done to comply with the Maryland Rules of Procedure.

After the publication is completed the Court will appoint a guardian in Anne Arundel County, Maryland, to act for the minor children involved.

No action is required of you upon receipt of this notice and I will advise you of future developments.

Kindly write me if you have any questions.

Very truly yours,

Enclosures

DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee
☐ Show address where delivered

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

1 ..... (Signature or name of addressee)

2 ..... (Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery 11/20 1957

Form 3811
Rev. 4-54

U. S. GOVERNMENT PRINTING OFFICE 16—13431-3

Filed 14 March, 1958, at 9:15 A.M.

LIBER 115 PAGE 282

REGISTERED MAIL
RETURN RECEIPT REQUESTED

November 19, 1957

Miss Karin Minnick
190 Burch Street
Winnetka, Illinois

Dear Miss Minnick:

In connection with the sale of the real estate located in Anne Arundel County, Maryland, belonging to the late Carolyn Minnick, Deceased, in which you have an interest, I enclose herewith a copy of the bill of complaint and also a copy of the order of publication. This is done to comply with the Maryland Rules of Procedure.

After the publication is completed the Court will appoint a guardian in Anne Arundel County, Maryland, to act for the minor children involved.

No action is required of you upon receipt of this notice and I will advise you of future developments.

Kindly write me if you have any questions.

Very truly yours,

Enclosures

DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee
☐ Show address where delivered

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

1 _____
(Signature or name of addressee)

2 _____
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery 11-21-57, 19__

Form 3811
Rev. 4-54

U. S. GOVERNMENT PRINTING OFFICE 10—12491-8

Entered.

Rec. 14 Nov., 1957, at 9:15 a.m.

LIBER 115 PAGE 283

REGISTERED MAIL
RETURN RECEIPT REQUESTED

November 19, 1957

Miss Kaila Minnick
190 Burch Street
Winnetka, Illinois

Dear Miss Minnick:

In connection with the sale of the real estate located in Anne Arundel County, Maryland, belonging to the late Carolyn Minnick, Deceased, in which you have an interest, I enclose herewith a copy of the bill of complaint and also a copy of the order of publication. This is done to comply with the Maryland Rules of Procedure.

After the publication is completed the Court will appoint a guardian in Anne Arundel County, Maryland, to act for the minor children involved.

No action is required of you upon receipt of this notice and I will advise you of future developments.

Kindly write me if you have any questions.

Very truly yours,

Enclosures

DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee
☐ Show address where delivered

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

1 _____ (Signature or name of addressee)

2 _____ (Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery 11/20, 1957

Form 3811 Rev. 4-54

U. S. GOVERNMENT PRINTING OFFICE 16—12421-8

Filed 14 Mar, 1958, at 4:15 P.M.

10

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK, Plaintiffs, vs. JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK AND KAILA MINNICK, Defendants.	Equity No. 12,405.

ORDER APPOINTING GUARDIAN AD LITEM

It appearing to the satisfaction of the Court that Karin Minnick, Kristin Minnick and Kaila Minnick of the above named defendants are infants; that the Order of Publication against the defendants was duly published in the Maryland Gazette once a week for four sucessive weeks before the 16th day of December, 1957; that a copy of the Bill of Complaint and the Order of Publication were mailed to each of the defendants by registered mail - return receipt requested on the 19th day of November, 1957; and that no answer to the Bill of Complaint has been filed on behalf of said infants,

IT IS this 22nd day of ~~February~~ March, 1958, ORDERED by the Circuit Court for Anne Arundel County, Maryland, as a Court of Equity, that George J. Crawley be and he hereby is appointed guardian ad litem for the said infants, Karin Minnick, Kristin Minnick and Kaila Minnick, with authority to appear for and defend their interests in this cause.

[signature]
Judge

LAW OFFICE
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D. C.

FILED
1958 MAR 24 AM 11:24

11

LIBER 115 PAGE 280

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK Plaintiffs	:	IN THE CIRCUIT COURT
vs.	:	FOR
JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK, AND KAILA MINNICK Defendants	:	ANNE ARUNDEL COUNTY NO. 12,405 EQUITY

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

ANSWER OF INFANTS BY GUARDIAN AD LITEM

ANSWER of Karin Minnick, Kristin Minnick, and Kaila Minnick, infants, by George J. Crowley, guardian ad litem, duly appointed by order of this Court, to the Bill of Complaint against them in the Court exhibited.

These defendants being infants, cannot admit any of the matters and things in said bill alleged and submits their rights thereunder to the protection of this Court.

George J. Crowley

George J. Crowley, guardian ad litem for Karin Minnick, Kristin Minnick, and Kaila Minnick.

FILED

1958 MAY -1 PM 12:01

12

LIBER 115 PAGE 280

Adam Minnick, Alice M. Persons and Carl R. Minnick, Plaintiffs

vs.

Jeannette B. Minnick, Karin Minnick, Kristin Minnick and Karla Minnick Defendants

No. 12,405 ~~DIVORCES~~ -- EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondents, Jeannette B. Minnick, Karin Minnick, Kristin Minnick and Karla Minnick after order of publication duly published ~~(or served)~~ ~~(having been duly summoned)~~; having failed to appear to the bill of complaint and answer same according to the command of the said order of publication ~~(or writ of summons)~~.

It is, thereupon, this 1st day of May 19 58, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondents,

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill upon giving due notice to the respondents of the time and place of taking of testimony.

Benjamin Wallace Soper
Judge

FILED

1958 MAY -1 PM 3:30

13

LIBER 115 PAGE 287

ADAM MINNICK, ALICE M. PERSONS, and CARL R. MINNICK, Plaintiffs	*	IN THE CIRCUIT COURT
vs.	*	FOR
JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK, and KAILA MINNICK, Defendants	*	ANNE ARUNDEL COUNTY NO. 12,405 EQUITY

****

TESTIMONY ON BEHALF OF PLAINTIFFS

May 8, 1958

Present:

Mr. Ralph L. Bailey, Solicitor for Plaintiffs

Mr. Malcolm B. Smith, Court Examiner

Mrs. Shirley M. Miller, Court Reporter

Witnesses:

Walter M. Bauman, pages 2 - 4

Virgil B. Fitzhugh, pages 5 - 6

Carl R. Minnick, pages 7 - 9

Alice M. Persons, pages 10 - 12

FILED

1958 MAY 16 PM 3:07

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

(Mr. Bailey)

1. Mr. Bauman, give your full name please.

A. Walter M. Bauman.

2. What is your address?

A. My address is 1022 -20th Street, N. W., Washington, D. C.

3. What is your occupation Mr. Bauman?

A. Real Estate Broker.

4. Are you familiar with real estate property in Anne Arundel County?

A. I am.

5 Are you familiar with the property known as the Minnick property on the south side of Frederick Avenue in Idlewilde?

A. Yes, I am.

6. Can you describe this property?

A. The property has about 120' front on the side road way. I don't know the name of that street and 80' front, no, 76' front on the water line or along that line of the property. It has one 30' lot and one 40' lot and a part of another lot, that has evidently partly washed away. So there is 120' frontage on the side road, 76' deep and probably a little bit longer on the back line on account of the shore line going at an angle.

7. How is this property improved, Mr. Bauman?

A. It has a aframe, one story cottage, that is rather

15

old and has been remodeled or added to from time to time. It is not in what I would say in good condition.

8. What would you say would be the fair and reasonable market value of this property?

A. I think fifty five hundred dollars ($5,500.00) would be a fair and reasonable market value.

9. Based on that $5,500.00 figure, what would be a fair real estate agents commission?

A. 5%.

(Mr. Smith(

1. Mr. Bruman, can the property be or is it susceptible of partition and distribution in kind?

A. You mean among several people.

2. That's right.

A. No. It could be subdivided and taken a little sliver off of the vacant part in back, but if there were several people it wouldn't be feasible.

3. It couldn't be distributed?

A. No.

4. The property you examined upon which you have given your testimony and appraisal, could you describe that property with respect to lot numbers in the subdivision?

A. According to the recorded subdivision, lot 93 has 40' on the street way and 70' depth. Adjoining that, to what would be the west, or joining that towards the water, is lot 94, which has 80' on the roadway. Then the shore line angles off and evidently there was never any number given to that small piece which is designated for purposes of identification only, as part of lot no. 95,

5. And that is the property owned by the late Carolyn

Minnick?

A. Yes, it is.

6. Now on which lot is the house located?

A. That would have to be on lot No. 94, unless part of it may project on 95, but I don't think so. It sits right close to the line on 94.

7. Both lots are used in connection with the house?

A. Yes, fenced in.

8. Is this waterfront property?

A. Yes.

9. And the value of $5,500.00 that you placed on the property includes the value of the land and the house?

A. That's right.

(In answer to the general question)

A. I merely might state that I have been operating in the real estate business in that area for over 30 years. I own property myself and have a subdivision myself.

17

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. NO

Answer..Walter W. Bauman.....

Signature.....

Virgil B. Fitzhugh, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Bailey)

1. Mr. Fitzhugh, would you give your full name please?

A. Virgil B. Fitzhugh.

2. What is your address, Mr. Fitzhugh?

A. Shady Side, Maryland.

3. What is your occupation?

A. Real Estate Salesman.

4. How long have you been engaged as a real estate salesman?

A. Ten or eleven years.

5. Are you familiar with the real estate property and values in Anne Arundel County?

A. Yes, I think so.

6. How long have you lived in Anne Arundel County?

A. Eighteen years. Wait a minute. Thirteen years.

7. Are you familiar with the property known as the Minnick property on the south side of Frederick Avenue in Idlewilde?

A. I am.

8. Would you describe the property?

A. I don't believe I can add anything to what Mr. Bauman has said. I think he gave an accurate description outside of the cottage is very old, and it has been remodeled several times by a handyman. It is not very good, really, the work.

9. It isn't so good?

A. No.

10. Is the cottage set on a concrete foundation?

A. No, it sets right on the ground.

11. In your opinion, Mr. Fitzhugh, what would you give as a fair and reasonable value for the property?

A. Well, $5,000.00 or $5,500.00, something like that.

12. Being in the real estate business, what would you say would be a reasonable real estate agents commission for the sale of the property?

A. 5%.

13. Do you think this property is susceptible of being divided among several people?

A. No.

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. Virgil B. Fitzhugh

21

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

(Mr. Smith)

1. State your full name and address, please.

A. Carl R. Minnick, Lanham Severn Road, Bowie, Maryland.

(Mr. Bailey)

1. Mr. Minnick, did you know the late Carolyn Minnick during your life time?

A. She was my mother.

2. When did she die?

A. January 30th, 1946.

3. Was she married at the time of her death?

A. Yes.

4. What was the father's name?

A. Adam Minnick.

5. You were born of the union of Adam Minnick and Carolyn Minnick?

A. That's correct.

6. Is your father still alive?

A. Yes, he is.

7. Where does he reside now?

A. 2230 California Street, N. W., in Washington.

8. How old is he?

A. 78 come next July.

9. Were there any other children born of this union between Adam Minnick and Carolyn Minnick?

A. A daughter, Alice, and a son James Benton.

10. Are they all living today?

A. Alice is alive and present. Benton is dead.

11. When did he die?

A. October the 27th, 1956.

12. Was he married at the time of his death?

A. He was. Yes, sir.

13. What surviving heirs did he leave?

A. He has a wife and three daughters.

14. When were they married, do you know?

A. July 1933.

15. Where were they married?

A. In Chicago.

16. What is James's widow's name?

A. Jeanette Minnick.

17. She is one of the defendants named in this suit?

A. That is correct.

18. What are the children's names and when were they born?

A. Karin, born February 20, 1936. Kristin, born March 11, 1941. Kaila, December 22nd, 1944.

19. Are there any other heirs at law or next of kin of your mother that you know of?

A. None that I know of.

20. During her lifetime was your mother possessed of real estate in Anne Arundel County?

A. This property located in what we refer to as Idlewilde, Maryland.

21. Do you recall the lot numbers?

A. Lots 93 and 94 in Idlewilde. I believe that is the title of the subdivision.

22. And your mother's name was Carolyn Minnick, whose name is on this Deed here?

A. That is correct.

(DEED DATED OCTOBER 3rd, 1940, FROM CHARLES W. WINTERS AND ELNOR V. WINTERS TO CARROLYN MINNICK FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

(DEED DATED OCTOBER 15th, 1952, FROM THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY TO ADAM MINNICK FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

23. Mr. Minnick, to your knowledge did your mother leave a will?

A. Not to my knowledge.

24. Was a search made to discover one?

A. Well we endeavored to locate one but we never found it.

25. Did your brother James, to your knowledge, leave a will?

A. Not that I know of.

26. Do you know whether a search has been made for a will?

A. I feel sure.

27. Do you know whether or not administration has been handled on his estate?

A. I don't know.

24

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. No.

Answer...No.....

Signature...Paul R. Minnich.....

25

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

(Mr. Bailey)

1. Mrs. Persons, will you give your full name and address.

A. Alice Minnick Persons, 2230 California Street, N. W., Washington, D. C.

2. Were you acquainted with the late Carolyn Minnick?

A. Yes, my mother.

3. She was your mother?

A. Yes.

4. Where were your mother and father married?

A. In Washington, D. C.

5. Where were the children of this union born?

A. All of them in Washington, D. C.

6. What was the name of your father?

A. Adam Minnick.

7. You are Alice M. Persons and when were you born?

A. September 20th, 1902.

8. When was your brother, Carl R. Minnick, born?

A. July 3rd, 1905.

9. Do you recall the date of your brother, James', birth?

A. Well that was December 2nd, 1907.

10. Did the family live in the District of Columbia?

A. Most of our lives. Par t of the time in Maryland.

11. Did your father and mother reside at this property in Idlewilde?

A. Yes.

12. How long did they reside down there?

A. Well off and on for several years. Most of the time they maintained an apartment in Washington and spent their summers there.

13. When did your mother die?

A. January 30th, 1946.

14. Did she leave a last will and testament to your knowledge?

A. No.

15. To your knowledge has there been a search to discover her last will and testament?

A. Yes.

16. Has one been found?

A. No.

17. Now is your brother, James B. Minnick, deceased?

A. Yes.

18. When did he die?

A. October 27th, 1956.

19. Who were his surviving heirs at law?

A. HIs wife, Jeanette.

20. Do you recall the three children?

A. Yes. There is three daughters. Karin, Kristin, and Kaila.

21. Are they all minors?

A. No. Karin is 22.

22. How old is Kristin?

A. She is 17.

23. How old is Kaila?

27

A. She is 13.

24. Are there any other heirs at law or next of kin of your mother's that you know of?

A. No.

25. And this property that we have in question here, is this the same property where your mother and father resided from time to time in Anne Arundel County?

A. That's right.

28

QUESTION BY THE EXAMINER:

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

Answer... No.....

Signature... Alice M. Persons.....

29

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

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

Witness my hand and seal this 16th day of May, 1958.

Malcolm B. Smith, Examiner (SEAL)

M.S. $10.00

S.M. $12.00

LIBER 115 PAGE 394

Int. Rev. Stamp $2.20- Md. State Stamp $1.90

THIS DEED, Made this 3rd day of October in the year one thousand nine hundred and Forty, by and between CHAS. W. WINTERS AND ELNOP V. WINTERS, HIS WIFE, of the City of Baltimore, in the State of Maryland, of the first part, and CAROLYN MINNICK, of the City of Washington, District of Columbia, of the second part.

WITNESSETH, That in consideration of the sum of Five Dollars and other good and

Chas W Winters
6/11/41

valuable considerations, the receipt whereof is hereby acknowledged, the said CHAS. W. WINTERS AND ELNOR V. WINTERS, His wife, do grant and convey unto the said CAROLYN MINNICK her heirs and assigns, in fee simple, all that lot of ground, situate, lying and being in Anne Arundel County, and described as follows, that is to say:-

All that lot of ground known and designated as Lots No. 93 and 94 on the Revised Plat of Idlewilde, which plat is filed prior hereto.

Being the same two lots of ground which by deed dated December 21st 1938 and recorded among the Land Records of Anne Arundel County, in Liber J.F.M. No. 203, Folio 14 etc. was granted and conveyed by Joseph L. Reynolds and Pauline Reynolds, his wife, to Chas. W. Winters.

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

TO HAVE AND TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said CAROLYN MINNICK her heirs and assigns, in fee-simple, subject to the following conditions and restrictions:

1 - That the said Vendee shall not erect or permit to be erected any building to be used as a store or for store purposes, but the premises shall be occupied and used for residence purposes only.

2 - Not to manufacture, sell or offer for sale, nor permit to be sold or offered for sale upon the above described lots of ground or any parcel thereof, any alcoholic malt or spirituous liquors of any kind whatsoever.

3 - That at not time shall the above described lots or any part thereof, or any building thereon erected to be sold, leased, or transferred to, ot occupied by any negro, or person of negro descent, This provision, however, not to include occupancy by servants, or any employee of owner ot occupant of said lot.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed, that they will warrant specially the property granted, and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said grantors.

Test. Chas. W. Winters (SEAL)

Kathryn M. Phine Elnor V. Winter (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT.

I HEREBY CERTIFY, That on this seventh day of October, in the year one thousand nine hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for City of Baltimore, aforesaid, personally appeared Chas. W. Winters, and Elnor V. Winters, the above named grantors, and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Donald C. Richardson

Notary Public

Recorded - 11th December, 1940 at 2:40 P.M.

LIBER 115 PAGE 306

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J.H.H. No. 229, folio 289, 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 2nd. day of May, 1958, A. D.

George T. Cromwell, Clerk

TITLE NOT GUARANTEED · m.d.a.

THIS DEED, Made this 15" day of October in the year Nineteen hundred and fifty-two, by and between THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate of the State of Maryland, party of the first part, and ADAM MINNICK, of Anne Arundel County, in the State of Maryland, party of the second part.

WITNESSETH, That for and in consideration of the sum of Ten dollars, and other good and valuable considerations, paid by the said party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does grant and convey unto the said party of the second part, his heirs and assigns, in fee simple;

ALL that lot, piece or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County aforesaid, being a part of Lot No. 95 (intended to be the remaining portion of an unnumbered lot lying to the East of Lot No. 94 on the Plat of Idlewilde-on-the-Bay, recorded among the Plat Records of Anne Arundel County in Cabinet No. 1 Rod X folio 6).

BEING a part of the same property which was conveyed to the County Commissioners of Anne Arundel County by James A. Walton, County Treasurer of Anne Arundel County, by deed dated September 5, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 314 folio 378, and therein designated as being a part of Lot No. 95.

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

TO HAVE AND TO HOLD the above described property with its appurtenances unto and to the proper use and benefit of the said party of the second part, his heirs and assigns, in fee simple.

Examiner's Exh. #2
Minnick vs. Minnick
#12405 Equity
Walcolm Hunter, Examiner

34

WITNESS the corporate name of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its Clerk.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

BY:

Ralph L. Lowman, President

ATTEST:

Lucy F. Loskosky, Clerk

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 15th day of October 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 Ralph L. Lowman, President of the County Commissioners of Anne Arundel County and he acknowledged the aforegoing deed to be the act and deed of said County Commissioners of Anne Arundel County.

Witness my hand and seal Notarial,

Wanda N. Hile Notary Public

Recorded: October 16, 1952 at 11.35 A.M.

35

LIBER 115 PAGE 309

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. 714, folio 30, 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 2nd, day of May, 1958, A. D.

George T. Cromwell, Clerk.

George T. Cromwell, Clerk

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK,

Plaintiffs,

vs.

JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK and KAILA MINNICK,

Defendants.

LIBER 115 PAGE 310

Equity No. 12,405.

PETITION FOR APPOINTMENT OF TRUSTEE TO SELL REAL ESTATE

The petition of Ralph L. Bailey respectfully shows the Honorable Court as follows:

1. That he is a member of the Bar of the State of Maryland and is the attorney of record for the Plaintiffs in the above entitled cause.

2. That paragraph one of the Bill of Complaint in this cause stated that the late Carolyn Minnick was the owner of Lots 93 and 94 and part of Lot 92 in the subdivision of Idlewilde, Anne Arundel County, Maryland.

3. That investigation has disclosed that the said Carolyn Minnick, Deceased, owned Lots 93 and 94 referred to above but that she did not own a part of Lot 92.

4. That your petitioner has also learned that a part of the property to be sold, known as a part of Lot 95 (intended to be the remaining portion of a unnumbered lot lying to the East of Lot 94) in the subdivision of Idlewilde, Anne Arundel County, Maryland, is titled in the name of Adam Minnick, surviving husband of the late Carolyn Minnick and one of the plaintiff's herein.

5. That your petitioner has been informed that said Adam Minnick desires to convey said part of Lot 95 to the trustee appointed by this Court to sell the property for the sum of One Dollar ($1.00) so that the said trustee may sell the entire tract of real estate as one unit and so that the entire proceeds of said sale may be distributed according to law.

6. That on July 19, 1957 a contract of sale was executed, subject to the approval of this Court, by Charles J. Dorman and Frances D. Dorman as Purchasers, and Adam Minnick, Alice M. Persons and Carl R. Minnick, the Plaintiffs, and Jeannette B. Minnick, one of the Defendants, as Sellers, wherein the selling

1958 MAY 27 PM 0.09
LAW OFFICES
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D. C.

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price of the property was stated at Five Thousand Five Hundred Dollars ($5,500.00) less a real estate salesman's commission of 5% or $275.00. A copy of said sales contract is attached hereto and made a part hereof.

Wherefore, your petitioner prays:

1. That an order be issued by this Court amending the Bill of Complaint by striking out the words "and part of Lot 92" in paragraph one thereof.

2. That an order be issued by this Court ratifying and confirming the contract of sale, filed herein, dated July 19, 1957 in the amount of $5,500.00.

3. That an order be issued by this Court appointing Ralph L. Bailey, your petitioner, as trustee for and on behalf of the parties mentioned in these proceedings to convey said real estate to the purchasers.

Ralph L. Bailey

Ralph L. Bailey, attorney for plaintiffs.

Subscribed and sworn to before me this 26th day of May, 1958.

Georgia Yarbrough

Notary Public, D.C.

My Commission Expires Feb. 28, 1962.

LAW OFFICE
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D. C.

WALTER M. BAUMAN

LIBER 115 PAGE 312

Washington, D. C., July 19th, 19 57

Received from Charles J. and Frances D. Dorman

a deposit of One Hundred Dollars ($ 100.00)

to be applied as part payment of the purchase of Lot Pt Lot 92-93-94 Idlewilde in Square ____, with improvements thereon known as No. See below ~~in the District of Columbia~~ upon the following terms of sale:

Total price of property Five Thousand, Five Hundred Dollars ($ 5,500.00).

The purchaser agrees to pay all Cash Dollars ($ ____) cash at the date of conveyance, of which sum this deposit shall be a part.

The purchaser is to assume, give, place, take title subject to a first deed of trust secured on the premises of ____ Dollars ($ ____), due ____, 19____, bearing interest at the rate of ____ per cent per annum, payable This contract is contingent on the placing of a loan (at a Building and Loan Association) of ~~$~~ $3,000.00. If proposed loan cannot be secured within 30 days from time title is reported good seller has option to cancel the contract and return the deposit. Minnick Property, south side of Frederick Avenue (waterfront) Idlewilde Community Property to go furnished as is.

The balance of deferred purchase money is to be secured by a ____ deed of trust on said property, to be paid in monthly installments of ____ Dollars ($ ____), or more, including interest at the rate of ____ per cent per annum, each installment when so paid to be applied first, to the payment of interest on the amount of principal remaining unpaid and the balance thereof credited to principal.

Trustees in all deeds of trust are to be named by the parties secured thereby.

The property is sold free of encumbrance except as aforesaid; title is to be good of record and in fact subject, however, to convenants, conditions and restrictions of record, if any; otherwise said deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water rents, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of the transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Collector of Taxes of the District of Columbia, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made thereof at the time of transfer.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser; provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of the examination of the title and also to pay to the agent herein a commission hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.

Within 60 days from the date of acceptance hereof by the seller, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do. the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of the forfeiture of the deposit, the seller shall allow the agent one-half thereof as a compensation for his services to him.

Settlement is to be made at the office of WALTER M. BAUMAN or at the Title Company searching the title and deposit with the Title Company or with WALTER M. BAUMAN of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual ~~special~~ none warranty deed. Property is sold subject to an existing tenancy as follows: ____

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by sufferance of the purchaser and hereby waives all notice to quit, as provided by the laws of the District of Columbia. (Strike one of the two foregoing sentences.)

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller. Seller agrees to pay for Revenue stamps on the deed.

All notices of violations of Municipal orders or requirements noted or issued by any department of the District of Columbia, or prosecutions in any of the courts of the District of Columbia on account thereof against or affecting the property at the date of the settlement of this contract shall be complied with by the seller and the property conveyed free thereof. This provision shall survive the delivery of the deed hereunder.

If the property involved in this contract is located in a jurisdiction other than the District of Columbia. wherever any reference is made to the District of Columbia or any official thereof, the name of the jurisdiction in which property is located and the proper official thereof is substituted automatically. If the property is serviced by the Washington Suburban Sanitary Commission, annual benefit charges of said Commission are to be adjusted to date of transfer and assumed thereafter by purchaser.

The seller agrees to pay to WALTER M. BAUMAN his agent, commission amounting to $ 275.00, the amount of which said commission being hereby assigned to the Agent by the seller out of the proceeds of sale. The party through whom settlement hereunder is made is hereby authorized and directed to make deduction of the aforesaid commission from the proceeds of the sale and to make payment thereof to said agent.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns, that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein; that this contract contains the final and entire agreement between the parties hereto, and that they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. Executed in triplicate This contract subject to approval of court if necessary

Walter M Bauman

WALTER M. BAUMAN, Agent

We the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

Charles J. Dorman

Frances D. Dorman

Purchaser

Robert Minnick, 19____

Carl R. Minnick - Heir at Law

Seller

Jeannette B. Minnick

Wife of Seller

Alice M. Persons

FILED

1958 MAY 27 AM 10:10

Property is to be conveyed in the name of Charles J. and Frances D. Dorman
4417 Yuma St. N.W. Washington 16, D.C.
Wo 6 2091

39

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

LIBER 115 PAGE 310

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK,

Plaintiffs,

vs.

JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK and KAILA MINNICK,

Defendants.

Equity No. 12,405.

ORDER APPOINTING TRUSTEE TO SELL REAL ESTATE

The above entitled cause having been heard before a Master in Chancery and testimony having been taken before said Master in Chancery and the matter having been reviewed by this Court,

IT IS HEREBY, this 21st day of May, 1958, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND(IN EQUITY),

ADJUDGED, ORDERED and DECREED, that the contract of sale filed herein between Adam Minnick, Alice M. Persons, Carl R. Minnick and Jeannette B. Minnick, as Sellers, and Charles J. and Frances D. Dorman of 4417 Yuma Street, northwest, Washington 16, D. C., as Purchasers, dated July 19, 1957, wherein Lots 93 and 94 in the subdivision of Idlewilde, Anne Arundel County, Maryland, was contracted to be sold at and for the price of Five Thousand Five Hundred Dollars ($5,500.00), be and the same is hereby ratified and confirmed, subject to final ratification of the sale after publication of an order nisi on the report of sale.

That Ralph L. Bailey be and he is hereby appointed Trustee for and on behalf of the parties mentioned in these proceedings to convey the aforesaid lots to the said purchasers, Charles J. and Frances D. Dorman,

That the said Ralph L. Bailey as such Trustee, prior to his appointment as such Trustee, shall give bond in the amount of Six Thousand Dollars ($6,000.00) for the faithful performance of his duties as such Trustee,

And that upon making the aforesaid sale and conveyance and upon receipt of the purohase money less the usual expenses incidental to the said sale, that the said Ralph L. Bailey as such Trustee shall make and file an accounting with this Court concerning the expenses of such sale and the distribution of the net proceeds thereof to the parties entitled thereto.

Benjamin Hardesty
Judge

FILED
1958 MAY 28 PM 1:51

LAW OFFICE
ALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING.
WASHINGTON, D. C.

LIBER 115 PAGE 314

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Adam Minnick, et. al.,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Equity No. 12,405.
	)	
Jeannette B. Minnick, et. al.,	)	
	)	
Defendants.	)	

ORDER AMENDING BILL OF COMPLAINT

Upon consideration of the petition of Ralph L. Bailey, it is this 27 day of May, 1958, by the Circuit Court for Anne Arundel County, Maryland (in Equity),

ADJUDGED, ORDERED and DECREED, that the Bill of Complaint, filed herein, be and is hereby amended by striking out the words "and Part of Lot 92" in paragraph one of said Bill of Complaint.

Benjamin Michaelson
Judge

LAW OFFICE
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D. C.

FILED
1958 MAY 28 PM 12:43

41

G 22086

LIBER 115 PAGE 315
LIBER 9 PAGE 329

NO. 12,405
Equity

GLOBE
INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Ralph L. Bailey of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the Stateof Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Six Thousand Dollars ($6,000.00) - - - - - - - - - - - - - - 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, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 10th day of June, 1958.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Adam Minnick, Alice M. Persons and Carl R. Minnick vs. Jeannette B. Minnick, et al dated this 27th day of May, 1958, Ralph L. Bailey was appointed Trustee to make sale of the property described in said proceedings, and the said Ralph L. Bailey is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Kathleen L. Woelfel
Kathleen L. Woelfel, as to both

Ralph L. Bailey (SEAL)
Ralph L. Bailey, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved - 10. June. 1958

George T. Cromwell, Clerk

42

FILED
1958 JUN 10 AM 9:48

LIBER 115 PAGE 316

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK,

Plaintiffs,

vs.

JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK and KAILA MINNICK,

Defendants.

Equity No. 12,405.

REPORT OF SALE

The report of Ralph L. Bailey, Trustee, appointed by this Court on the 27th day of May, 1958 to sell and convey Lots 93 and 94 in the subdivision of Idlewilde, Anne Arundel County, Maryland, respectfully shows the Court:

That the contract of sale filed herein between Adam Minnick, Alice M. Persons, Carl R. Minnick and Jeannette B. Minnick, as Sellers, and Charles J. and Frances D. Dorman of 4417 Yuma Street, northwest, Washington, D. C., as Purchasers, dated July 19, 1957, wherein the above premises was contracted to be sold at and for the price of Five Thousand Five Hundred Dollars ($5,500.00) has been adopted by your Trustee as his sale; that said sale is subject to a real estate broker's commission of Two Hundred Seventy-five Dollars ($275.00) and the usual settlement charges.

Your trustee further reports that the property brought a fair price.

Ralph L. Bailey, Trustee

District of Columbia, to wit:

I hereby certify that on the 17th day of June, 1958, personally appeared before me, the subscriber, a Notary Public in and for the District of Columbia, Ralph L. Bailey, Trustee, who made oath in due form of law that the matters and things set forth in the foregoing and annexed Report of Sale by him subscribed, are true to the best of his information, knowledge and belief and that the sale therein reported was fairly made.

Notary Public, D. C.

NOTARY PUBLIC, D. C.
MY COMMISSION EXPIRES
JULY 31, 1959

FILED
1958 JUN 18 AM 9:44

LAW OFFICE
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D. C.

43

ORDER NISI

LIBER 115 PAGE 317

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK

versus

JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK and KAILA MINNICK

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,405 Equity

Ordered, this 18th day of June, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by Ralph L. Bailey, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of July next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of July next.

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

FILED 1958 JUN 18 AM 9:44

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK

versus

JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK and KAILA MINNICK

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

Judge

44

LIBER 115 PAGE 318 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. 12,405 Equity

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK

versus

JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK and KAILA MINNICK

Ordered, this 18th day of June, 1958. That the sale of the Property in these proceedings mentioned, made and reported by Ralph L. Bailey, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of July next; Provided, a copy of this Order be inserted in some newspaper published in AnneArundel County, once in each of three successive weeks before the 28th day of July next.

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

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

Jy-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1958

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12405

Adam Minnick

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of July, 1958. The first insertion being made the 26th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M. G. 1958 JUL 29 AM 11:07

45

LIBER 115 PAGE 319

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

ADAM MINNICK, ET. AL.,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Equity No. 12,405.
	)	
JEANETTE B. MINNICK, ET. AL.,	)	
	)	
Defendants.	)	

PETITION FOR ORDER TO STRIKE ORDER NISI AND ISSUANCE OF A NEW ORDER NISI AND NOTICE TO CREDITORS OF CERTAIN DECEASED PERSONS

The petition of Ralph L. Bailey, Trustee appointed by this Court in this cause, respectfully shows the Honorable Court as follows:

1. That the contract of sale filed herein between Amam Minnick, Alice M. Persons, Carl A. Minnick and Jeannette B. Minnick, as Sellers, and Charles J. and Frances D. Dorman, as purchasers, dated July 19, 1957, and adopted by your Trustee as his sale described the property as lots 93 and 94 and a part of lot 92 and that an Order Nisi has been issued on the Report of said sale.

2. That it has been discovered that the above description was in error and that the deceased Carolyn Minnick had no interest in a part of Lot 92 but she did own during her lifetime lots 93 and 94. The property intended to be sold by said contract was the said lots 93 and 94, titled in the name of Carolyn Minnick, and a part of lot 95 which is titled in the name of her husband, Adam Minnick, individually. Said Adam Minnick has agreed to convey said part of lot 95 to Charles J. and Frances D. Dorman and will execute and deliver a deed to be held in escrow pending the ratification of the sale to Charles J. and Frances D. Dorman of lots 93 and 94, in the subdivision of Idlewilde, Anne Arundel County, Maryland.

3. It has also been discovered that notice to creditors has not been given in the Estate of Carolyn Minnick, Deceased, nor in the Estate of James. B. Minnick, Deceased, her deceased son.

Your petitioner prays that the order Nisi passed by the Court on the 18th of June, 1958 be stricken out and that a new Order Nisi be passed authorizing the Trustee to give notice to creditors on the Estates of Carolyn Minnick and James B. Minnick and that the sale of lots 93 and 94 in the subdivision of Idlewilde, Anne Arundel County, Maryland, to Charles J. and Frances D. Dorman be ratified

LAW OFFICE
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D. C.

FILED
1958 JUL 29 AM 11:09

and confirmed unless cause to the contrary be shown on or before some date certain to be set forth therein.

Ralph L. Bailey, Trustee

Subscribed and sworn to before me this 28th day of July, 1958.

Notary Public, D. C.

My Commission Expires Feb. 22, 1959.

LAW OFFICE
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D. C.

LIBER 115 PAGE 321

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

ADAM MINNICK, ET. AL.,
Plaintiffs,
vs.
JEANNETTE B. MINNICK, ET. AL.,
Defendants.

Equity No. 12,405.

ORDER

IT IS ORDERED, this 29th day of July, 1958, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND (IN EQUITY), that the Order Nisi passed in this case on the 18th day of June, 1958 be and the same is hereby stricken and that a new Order Nisi be issued requiring all interested parties to show cause why the sale of lots 93 and 94 in the subdivision of Idlewilde, Anne Arundel County, Maryland, to Charles J. and Frances D. Dorman should not be ratified and that at the same time the Trustee is directed to give at least ninety days notice to the creditors of the Estate of Carolyn Minnick, Deceased, and to the creditors of the Estate of James B. Minnick, Deceased, to file their claims duly authenticated in this case on or before the 8th day of November, 1958 provided said notice be published at least once a week for ~~three~~ four successive weeks before said date in some newspaper printed in Anne Arundel County, Maryland.

Benjamin Michaelson
Judge

LAW OFFICE
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D. C.

FILED
1958 JUL 29 PM 3:31

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LIBER 115 PAGE 322

Ralph L. Bailey
Attorney at Law
Woodward Building
Washington 5, D. C.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK, Plaintiffs, vs. JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK AND KAILA MINNICK, Defendants.	Equity No. 12,405.

NOTICE TO CREDITORS

Notice is hereby given that the subscriber, Ralph L. Bailey of Prince Georges County, Maryland, has been appointed Trustee by this Court to sell lots 93 and 94 in the subdivision of Idlewilde, Anne Arundel County, Maryland, which is titled in the name of Carolyn Minnick who died intestate on the 29th day of January, 1946. All persons having claims against the Estate of Carolyn Minnick, Deceased, and/or against the Estate of James B. Minnick, Deceased, a deceased son, are hereby given notice to file their claims duly authenticated in this case on or before the 8th day of November, 1958, otherwise, by law, they may be excluded from all benefit of said estates.

Given under my hand this 1st day of August, 1958.

Ralph L. Bailey, Trustee

LAW OFFICE
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D. C.

FILED
1958 AUG -4 PM 3:53

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LIBER 115 PAGE 323

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK, Plaintiffs,

vs.

JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK and KAILA MINNICK, Defendants.

Equity No. 12,405.

AMENDED REPORT OF SALE

The amended report of Ralph L. Bailey, Trustee, appointed by this Court on the 27th day of May, 1958 to sell and convey Lots 93 and 94 in the subdivision of Idlewilde, Anne Arundel County, Maryland, respectfully shows the Court:

That your Trustee has entered into an agreement to sell said Lots 93 and 94 in the subdivision of Idlewilde, Anne Arundel County, Maryland, to Charles J. Dorman and Frances D. Dorman, his wife, for the price of Five Thousand Five Hundred Dollars ($5,500.00) and that a real estate broker's commission of Two Hundred Seventy-five Dollars ($275.00) and the usual settlement charges will be paid out of said price by your Trustee.

Your Trustee further reports that the property brought a fair price.

Ralph L. Bailey, Trustee

District of Columbia, to wit:

I hereby certify that on the 1st day of August, 1958, personally appeared before me, the subscriber, a Notary Public in and for the District of Columbia, Ralph L. Bailey, Trustee, who made oath in due form of law that the matters and things set forth in the foregoing and annexed Report of Sale by him subscribed, are true to the best of his information, knowledge and belief and that the sale therein reported was fairly made.

Georgia Yarbrough
Notary Public, D. C.
My Commission Expires Feb. 28, 1959.

FILED
1958 AUG -4 PM 3:52

LAW OFFICE
RALPH L. BAILEY
ATTORNEY AT LAW
WOODWARD BUILDING
WASHINGTON, D.

50

ORDER NISI

LIBER 115 PAGE 324

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK

versus

JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK and KAILA MINNICK

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,405 Equity

Ordered, this 4th day of August, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by Ralph L. Bailey Trustees in the Amended Report of Sale filed August 4, 1958,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of September next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of September next.

The report states that the amount of sales ~~to be~~ was $ 5,500.00

FILED 1958 AUG 4 PM 3:52

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK

versus

JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK and KAILA MINNICK

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of September, 19 58, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall procure vouchers for the Auditor.

FILED

1958 SEP -9 PM 3:29

Benjamin Michaelsen

Judge

5/

LIBER 115 PAGE 325 OFF ? OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 3, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,405

Adam Minnick

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of September, 1958. The first insertion being made the 7th day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 SEP -3 PM 3 53 By H. Tilghman

No. M. G. 3676

52

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,405 Equity

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK

Versus

JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK and KAILA MINNICK.

Ordered, this 4th day of August, 1958, that the sale of the Property in these proceedings mentioned, made and reported by Ralph L. Bailey, Trustee in the Amended Report of Sale filed August 4, 1958, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof, be shown on or before the 8th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of September next.

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

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

A-28

LIBER 115 PAGE 326 OFF : OF

RALPH L. BAILEY
Attorney at Law
Woodward Building
Washington 5, D. C.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
Equity No. 12,405

ADAM MINNICK, ALICE M. PERSONS and CARL R. MINNICK, Plaintiffs
vs.
JEANNETTE B. MINNICK, KARIN MINNICK, KRISTIN MINNICK and KAILA MINNICK, Defendants

Notice To Creditors

Notice is hereby given that the subscriber, Ralph L. Bailey of Prince Georges County, Maryland, has been appointed Trustee by this Court to sell lots 93 and 94 in the subdivision of Idlewilde, Anne Arundel County, Maryland, which is titled in the name of Carolyn Minnick who died intestate on the 29th day of January, 1946. All persons having claims against the Estate of Carolyn Minnick, Deceased, and/or against the Estate of James B. Minnick, Deceased, a deceased son, are hereby given notice to file their claims duly authenticated in this case on or before the 8th day of November, 1958, otherwise, by law, they may be excluded from all benefit of said estates.

Given under my hand this 1st day of August, 1958.

RALPH L. BAILEY, Trustee

A-28

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September, 19__

We hereby certify, that the annexed

Notice to Creditors

Eq. 12,405

Adam Minnick, etc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of November, 1958. The first insertion being made the 7th day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 3666 1958 SEP 15 PM 3:52 By H. Tilghman

53

In the Case of

Adam Minnick,
et al
vs.
Jeannette B. Minnick,
et al

In the

Circuit Court

For

Anne Arundel County

No. 12,405 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. Dickey
Auditor.

January 9, 1959

In the Case of

54

LIBER 115 PAGE 328

Dr. in ac.

Adam Minnick, et al vs. Jeannette B. Minnick, et al

To Trustee for Commissions, viz:	195 00		
To Trustee for Fee (Order of 1/7/59), viz:	75 00	270	00
To Trustee for Court costs, viz:			
Plaintiffs' Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	83 50		
Malcolm B. Smith - Examiner's fee	10 00		
George J. Crowley - Guardian ad Litem's fee	4 00		
Shirley M. Miller - Stenographer's fee	12 00		
Auditor - stating this account	31 50	151	00
To Trustee for Expenses, viz:			
Capital-Gazette Press - order of publication	71 24		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - notice to creditors	8 00		
Capital-Gazette Press - second order nisi on sale	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Globe Indemnity Co. - bond premium	24 00		
Clerk of Court - photostatic copies of deeds	4 50		
Eastern Photoprint Co., Inc. - copy of contract of sale	50		
Walter M. Bauman - realtor's commission	275 00		
One-half Federal documentary stamps	3 03		
One-half State documentary stamps	3 02		
Georgia Yarbrough - notary fees	1 50	412	79

LIBER 115 PAGE 329

BALANCE FOR DISTRIBUTION - $4,681.35

Distributed to the heirs at law of Carolyn Minnick, (who died, intestate, 1/29/46), viz:

1. To Adam Minnick, Widower - one-third	$ 1,560.45		
Less direct inheritance tax	15.60	1,544	85
2. To Alice M. Persons, daughter - two-ninths	$ 1,040.30		
Less direct inheritance tax	10.40	1,029	90
3. To Carl R. Minnick, son - two-ninths	$ 1,040.30		
Less direct inheritance tax	10.40	1,029	90
4. To heirs at law of James Benton Minnick, son, who died, intestate, 10/27/56, viz:			
A. To Jeannette Minnick, widow - two-twenty-sevenths	$ 346.77		
Less direct inheritance tax	3.47	343	30
B. To Karin Minnick, daughter - four eighty-firsts	$231.17		
Less direct inheritance tax	2.31	228	86
C. To Kristin Minnick, daughter - four eighty-firsts	$ 231.18		
Less direct inheritance tax	2.31	228	87
D. To Kaila Minnick, daughter - four eighty-firsts	$ 231.18		
Less direct inheritance tax	2.31	228	87
To George M. Nutwell, Register of Wills - total direct inheritance tax as above		46	80
			4,681 35
			5,515 14

with Ralph L. Bailey, Trustee

				Cr.
1958				
Oct.	25	Proceeds of Sale (Contract dated 7/19/57)	5,500 00	5,500 00
		Refund 1958 State and County taxes - 2 months	15 14	15 14
				5,515 14

LIBER 115 PAGE 331

ORDER NISI

Adam Minnick,

et al

VERSUS

Jeannette B. Minnick,

et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,405 Equity.

FILED 1959 JAN 13 AM 9:55

ORDERED, This 13th day of January, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of February next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of February, 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 FEB 17 PM 3:44

Benjamin Lindsay

Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,405 Equity

ADAM MINNICK, et al
VERSUS
JEANETTE B. MINNICK, et al

Ordered, this 13th. day of, January, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of February next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

J-29

No. M. G. 16418

58

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,405

Auditor account

Adam Minnick vs

Jeanette B. Minnick

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of February, 1959. The first insertion being made the 15th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 FEB -3 PM By Virginia Tilghman

LIBER 115 PAGE 333

IN THE MATTER OF THE SALE :	NO. 12,920 EQUITY
OF THE MORTGAGED REAL ESTATE :	IN THE CIRCUIT COURT
OF LILLIAN McCOY and :	FOR
ELMER McCOY, her husband :	ANNE ARUNDEL COUNTY

: : : : : : : :

Mr. Clerk:

Please docket this suit, file the within original mortgage, and statement of mortgage debt.

Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Attorney named in Mortgage

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1958 OCT 22 PM 3:39

LIBER 883 PAGE 146

LIBER 115 PAGE 334

No. 12,920 Equity

MORTGAGE FEE—COUNTY—$4.

PURCHASE MONEY

This Mortgage, Made this 27th day of November,

in the year nineteen hundred and fifty-four, by and between LILLIAN McCOY and ELMER McCOY, her husband,

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

and ODELL COX and HAZEL N. COX, his wife, of King George County and Commonwealth of Virginia,

Mortgagees, of the second part.

WHEREAS, the said mortgagors are justly indebted unto the said mortgagees in the full and just sum of TWO THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS ($2,375.00), being the balance of the purchase price of the hereinafter-described property, to be repaid in monthly installments of THIRTY DOLLARS ($30.00) each, plus interest at the rate of six per cent (6%) per annum on the unpaid balance, said principal and interest payments to be made on the first day of each and every month hereafter, commencing January 1, 1955, and as evidencing the same, have this day passed unto the said mortgagees their joint promissory note of even date herewith in the amount of TWO THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS ($2,375.00), payable in installments as aforesaid; and

WHEREAS, it is hereby agreed and understood that the mortgagors shall have the right and privilege of increasing their installment payments in any amount or to pay the entire debt hereby secured at any time; and the mortgagees hereby agree to accept such payment; and upon the full payment of said debt, with all interest up to the date of actual payment, they will release this mortgage; and

WHEREAS, it was a condition precedent to the making of said loan that 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 Mortgagees, their heirs and assigns, in fee simple, all those lot s or parcel s of ground situate and lying in the First Election District of Anne Arundel County, aforesaid, and described as follows; subject, however, to the restrictions, easements and rights of way of record, and the restrictions, conditions and covenants more fully set forth in the deed from Frank I. Williams and wife to Thomas V. Ward and wife dated August 21, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 112, folio 443:

BEING Lots Nos. 755, 756, 757, 758 and 759, together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet No. 1, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 6, formerly recorded in Plat Book F.S.R. No. 3, folio 20.

BEING the same property which was conveyed to the mortgagors by Odell Cox and wife by deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1958 OCT 22 PM 3:39

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of ODELL COX and HAZEL N. COX, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee ~~heirs and assigns forever~~ simple, subject, however, to the restrictions hereinbefore referred to:

PROVIDED, that if the said mortgagors, their

heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of TWO THOUSAND THREE HUNDRED SEVENTY-FIVE ($2,375.00) 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-

LIBER 115 PAGE 335

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 heirs,

LIBER 115 PAGE 330

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 Mortgagee s, 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, ~~all~~ 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 ~~expenses, costs and~~ attorney's fee, 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 ~~expenses, costs, and~~ attorney's fee, commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said ~~principal, costs, expenses~~ attorney's fee, 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 TWO THOUSAND THREE HUNDRED SEVENTY-FIVE ($2,375.00) 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 Mortgagee s, their personal representatives and assigns.

WITNESS the hands and seal s of the said Mortgagor s.

TEST:

Grace R. Hartge
Grace R. Hartge

Lillian McCoy (SEAL)
Lillian McCoy

Elmer McCoy (SEAL)
Elmer McCoy

(SEAL)

(SEAL)

4

5

LIBER 115 PAGE 337

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: LIBER 883 PAGE 149

I Hereby Certify, that on this 27th day of November, in the year nineteen hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LILLIAN McCOY and ELMER McCOY, her husband, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared ODELL COX and HAZEL N. COX, 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.

Recorded: Nov. 29, 1954
at 10.20 A.M.

Grace R. Hartge
Grace R. Hartge, Notary Public

MORTGAGE

FROM

LILLIAN McCOY and

ELMER McCOY, her husband

TO

ODELL COX and

HAZEL N. COX, his wife

King George, Virginia

BLOCK NO.

Received for Record 29 Nov., 19 54, at 10.20 o'clock A.M. Same day recorded in Liber 883 No. 883 Folio 146 &c., one of the Land Records of A.A.Co.

examined per JOHN H. HOPKINS, Jr. Clerk.

Cost of Record, $ 4.50 pd.

ALBERT J. GOODMAN
ATTORNEY AT LAW
156 SOUTH STREET
ANNAPOLIS, MARYLAND

The Daily Record Company, Baltimore, Md.

LIBER 115 PAGE 338

IN THE MATTER OF THE SALE :	NO. 12920 EQUITY
OF THE MORTGAGED REAL ESTATE :	IN THE CIRCUIT COURT
OF LILLIAN McCOY and :	FOR
ELMER McCOY, her husband :	ANNE ARUNDEL COUNTY

: : : : : : :

STATEMENT OF MORTGAGE DEBT

The statement of the mortgage claim of Odell Cox and Hazel N. Cox, his wife, under the mortgage from Lillian McCoy and Elmer McCoy, her husband, dated November 27, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 883, folio 146:

Principal debt as of August 1, 1958	$1,341.40
Interest at 6% from 8/1/58 to 11/25/58	25.92
	$1,367.32

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of October, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ODELL COX, one of the mortgagees named in the above-mentioned mortgage, and made oath in due form of law that the above statement of mortgage debt is true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED

1958 OCT 22 PM 3:39

6

Maryland Form Bond—
Sale of Real Estate

LIBER 9 PAGE 448

LIBER 115 PAGE 339

In the Matter of the Sale
of the Mortgaged real estate
of Lillian McCoy and
Elmer McCoy, her husband

Glens Falls
INDEMNITY COMPANY
Glens Falls, New York

No. 12920 Equity
In the Circuit Court
for
Anne Arundel County

BOND

Know All Men by these Presents:

THAT WE, ALBERT J. GOODMAN,

as Principal, and GLENS FALLS INDEMNITY 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 ONE THOUSAND FIVE HUNDRED ($1,500.00)- - - - - - - - - - - - Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 22nd day of October, nineteen hundred and fifty-eight.

Whereas, by virtue of a power of sale contained in a mortgage from Lillian McCoy and Elmer McCoy, her husband, to Odell Cox and Hazel N. Cox, his wife, bearing date on or about the 27th day of November, nineteen hundred and fifty-four, the said Albert J. Goodman is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Albert J. Goodman, attorney named in the mortgage, ~~by duly recorded assignment assigned said mortgage unto the said Principal, for the purpose of foreclosure,~~ and the said Principal, is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Albert J. Goodman do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

WITNESS:

Grace R. Hartge
Grace R. Hartge

Albert J. Goodman (SEAL)

(SEAL)

GLENS FALLS INDEMNITY COMPANY

By Albert J. Goodman Attorney

FILED

1958 OCT 22 PM 3:39

Form 8182—A—6-50

Bond Approved this 22 nd day of Oct. 1958
George T. Cromwell, Clerk

7

ALBERT J. GOODMAN
156 South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

LOCATED AT WOODLAND BEACH, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a power of sale contained in a mortgage from Lillian McCoy and Elmer McCoy, her husband, dated November 27, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 883, folio 146, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for public sale at the Courthouse door in the City of Annapolis, Maryland, on

Tues., Nov. 25, 1958 at 11 o'clock A.M., E.S.T.

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

BEING Lots Nos. 755, 756, 757, 758, and 759, together with the right, title and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet No. 1, and now filed among the Plat Records of Anne Arundel County in Plat Book 8, folio 8.

BEING the same property which was conveyed to the said Lillian McCoy and husband by Odell Cox and wife by deed dated November 27, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 883, folio 143.

This property is improved by a one-story, frame bungalow containing two bedrooms, a kitchen, and living room, with running water and electricity, and a frame outbuilding approximately 12' x 15', and a chicken house.

TERMS OF SALE: A deposit of 10 percent of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement, taxes, insurance, and other expenses to be adjusted to day of sale.

For further particulars, apply to:

ALBERT J. GOODMAN
Attorney named in mortgage
156 South Street
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer.

N-20

8

No. 12,920 Equity

LIBER 115 PAGE 540 OFF. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 21, 1958

We hereby certify, that the annexed

Attorney's Sale

Lillian McCoy et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 ~~successive~~ weeks before the 21st day of November, 1958. The first insertion being made the 30th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 NOV 21 PM 12:28

Edward J. Tate

LIBER 115 PAGE 341

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

ALBERT J. GOODMAN
156 South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

LOCATED AT WOODLAND BEACH, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a power of sale contained in a mortgage from Lillian McCoy and Elmer McCoy, her husband, dated November 27, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 883, folio 146, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for public sale at the Courthouse door in the City of Annapolis, Maryland, on

Tuesday, Nov. 25, 1958

AT 11 O'CLOCK A.M., EST.

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

BEING Lots Nos. 755, 756, 757, 758, and 759, together with the right, title and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet No. 1, and now filed among the Plat Records of Anne Arundel County in Plat Book 8, folio 8.

BEING the same property which was conveyed to the said Lillian McCoy and husband by Odell Cox and wife by deed dated November 27, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 883, folio 143.

This property is improved by a one-story, frame bungalow containing two bedrooms, a kitchen, and living room, with running water and electricity, and a frame outbuilding approximately 12'x15', and a chicken house.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement, taxes, insurance, and other expenses to be adjusted to day of sale.

For further particulars, apply to:

ALBERT J. GOODMAN
Attorney named in mortgage
156 South Street,
Annapolis, Maryland

5

LIBER 115 PAGE 342

IN THE MATTER OF THE SALE :	NO. 12,920 EQUITY
OF THE MORTGAGED REAL ESTATE :	IN THE CIRCUIT COURT
OF LILLIAN McCOY and :	FOR
ELMER McCOY, her husband :	ANNE ARUNDEL COUNTY

: : : : : : :

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I (we) have purchased at public auction from Albert J. Goodman, Attorney Named in Mortgage, the property described in the advertisement attached hereto for the sum of ONE THOUSAND FIVE HUNDRED----------DOLLARS ($ 1,500.00-----); and I (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS ~~my~~ (our) hand(s) and seal(s) this 25th day of November, 1958.

WITNESS:

Albert J. Goodman as to Siegfried Michaelis (SEAL)
Albert J. Goodman — Siegfried Michaelis

Albert J. Goodman as to Aldona Z. Michaelis (SEAL)
Albert J. Goodman — Aldona Z. Michaelis

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman, Attorney Named in Mortgage, the property described in the advertisement attached hereto to SIEGFRIED MICHAELIS and ALDONA Z. MICHAELIS, his wife, at and for the sum of ONE THOUSAND FIVE HUNDRED----------DOLLARS ($1,500.00--), they being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 25th day of November, 1958.

WITNESS:

FILED
1958 NOV 26 AM 11:35

Grace R. Hartge — Robert H. Campbell, Auctioneer (SEAL)

LIBER 115 PAGE 343

IN THE MATTER OF THE SALE :	NO. 12,920 EQUITY
OF THE MORTGAGED REAL ESTATE :	IN THE CIRCUIT COURT
OF LILLIAN McCOY and :	FOR
ELMER McCOY, her husband :	ANNE ARUNDEL COUNTY

: : : : : : :

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, attorney named in the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage being in default, having given bond with surety which was duly approved, and having given twenty days' notice of the time, place, manner, and terms of sale by advertisement in the "Maryland Gazette," a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the courthouse door in the City of Annapolis, Maryland, on Tuesday, November 25, 1958, at 11 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said mortgage, to wit:

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

Being Lots Nos. 755, 756, 757, 758, and 759, together with the right, title, and interest of the mortgagors, if any, in and to that portion of the road or roads, streets

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1958 NOV 26 AM 11:35

//

or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet No. 1, and filed among the Plat Records of Anne Arundel County in Plat Book 8, folio 8.

Being the same property which was conveyed to Lillian McCoy and husband by Odell Cox and wife by deed dated November 27, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 883, folio 143.

Said property being sold to SIEGFRIED MICHAELIS and ALDONA Z. MICHAELIS, his wife, at and for the sum of ONE THOUSAND FIVE HUNDRED----------DOLLARS ($1,500.00---), they being at that price then and there the highest bidders therefor.

The said purchasers have agreed to comply with the terms of sale.

The agreement of the purchasers, certificate of the auctioneer, and report of sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Attorney Named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of November, 1958,

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

12

before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, Attorney Named in Mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

LBERT J. GOODMAN
ATTORNEY AT LAW
NNAPOLIS, MARYLAND

13

ORDER NISI

LIBER 115 PAGE 346

In The Matter of the Sale of The Mortgaged Real Estate of Lillian McCoy and Elmer McCoy, her husband

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,920 Equity

Ordered, this 26th day of November, 1958, That the sale of the Property in these proceedings mentioned made and reported by Albert J. Goodman, Attorny named in the Mortgage

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

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

George T. Cromwell Clerk.

True Copy,

FILED 1958 NOV 26 AM 11:35

TEST: Clerk.

(Final Order)

In The Matter of the Sale of The Mortgaged Real Estate of Lillian McCoy and Elmer McCoy, her husband

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of January, 1951 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 F. Evans

JUDGE.

FILED

1959 JAN -6 PM 3:47

14

LIBER 115 PAGE 341 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. 12,920 Equity

In the Matter of the Sale of The Mortgaged Real Estate of LILLIAN McCOY and ELMER McCOY, her husband

Ordered, this 26th day of November, 1958, That the sale of the property in these proceedings mentioned made and reported by Albert J. Goodman, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

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

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., Cassmary 5, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,920.

Lillian McCoy.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of January, 1959. The first insertion being made the 4th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 168 22 1959 JAN -6 AM 9:35 By Hazel C. Tilghman

15

LIBER 115 PAGE 348

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Lillian McCoy
and
Elmer McCoy, her husband

In the

Circuit Court

For

Anne Arundel County

No. 12,920 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

January 12, 1959

FILED
1959 JAN 12 PM 2:56

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Lillian McCoy and Elmer McCoy, her husband

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	76	83	176	83
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	37	50		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	64		
Glens Falls Indemnity Co. -bond premium	10	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps		83		
One-half State documentary stamps		82		
Grace R. Hartge - notary fees	1	00	109	79
To Attorney for Taxes, viz:				
1958 State and County taxes ($40.85) adjusted - 10 months 25 days	36	88	36	88
To Odell Cox and Hazel N. Cox, his wife, mortgagees - this balance on account mortgage claim	1,134	45	1,134	45
			1,509	45
Amount of mortgage claim filed	1,367	32		
Cr. Amount allowed above	1,134	45		
Balance subject to decree in personam	232	87		

17

with

Albert J. Goodman, Attorney named in Mortgage

Cr.

1958						
Nov.	25	Proceeds of Sale	1,500	00		
		Interest on deferred payment of $1,350.00 - 42 days	9	45	1,509	45
					1,509	45

ORDER NISI LIBER 115 PAGE 351

In the Matter of the Sale of
the Mortgaged Real Estate
of ~~MCKOY~~
Lillian McCoy
and
Elmer McCoy, her husband

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 12,920 Equity.

1959 JAN 12 PM 2:55

ORDERED, This 12th day of January, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of February next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of February, 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 FEB 17 PM 3:44

Judge

LIBER 115 PAGE 352 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. 12,920 Equity

In the Matter of the Sale of the Mortgaged Real Estate of LILLIAN McCOY and ELMER McCOY, her husband

Ordered, this 12th day of January, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of February next: Provided, a copy of this Order be inserted in some newspaper publisbed in Anne Aruodel County, once in each of three successive weeks before the 16th day of February next.

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

J-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,920
Auditor account

Lillian McCoy

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of February, 1959. The first insertion being made the 15th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Wilgus

FILED

1959 FEB -3 PM 1:20

No. M. G. 16417

20

LIBER 115 PAGE 353

IN THE MATTER OF THE	*	
MORTGAGED REAL ESTATE OF	*	IN THE
PRESTON E. BLEVINS and	*	CIRCUIT COURT
SARAH S. BLEVINS, his wife	*	FOR
also known as PRESTON BLEVINS	*	ANNE ARUNDEL COUNTY
and SARAH BLEVINS, his wife	*	NO. 12588 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage

FILED

1958 MAR 26 PM 1:57

LIBER 115 PAGE 354

No. 12,588 Equity

This Mortgage, Made this 28th day of February, 1957

by and between Preston E. Blevins and Sarah S. Blevins, his wife ---------
also known as Preston Blevins and Sarah Blevins, his wife ----------

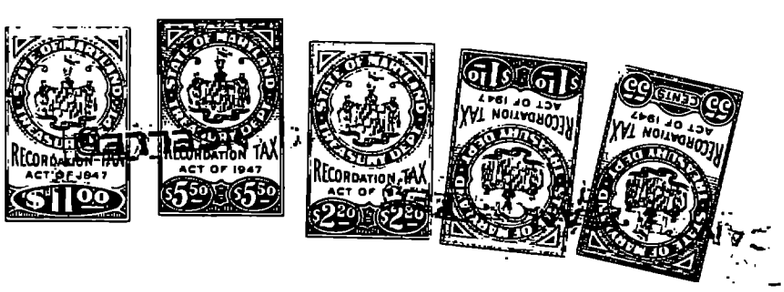
hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☐ B ☒ C as herein indicated, and being the holder of -185- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 18,500.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

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

BEING known and designated as Lots 8 and 9 on the Plat of the Subdivision of the property of Malcolm R. Howard, near Gambrills, Anne Arundel County, Maryland; said plat being filed among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-8, Plat 12, (now Plat Book No. 18, folio 36); said lots each having a frontage of 100 feet on a 40 foot County Road leading from Gambrills to Glen Burnie, and having an even depth therefrom of 400 feet.

BEING ALSO the same property described in that conveyance from Marvin I. Anderson, Trustee, to Preston Blevins and Sarah Blevins, his wife by Deed dated March 1, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 816, folio 179.



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1958 MAR 26 PM 1:57

3

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 $ 92.50 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 $ 92.50 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 $ 18,500.00 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

Preston E. Blevins (SEAL)
also known as Preston Blevins (SEAL)
Sarah S. Blevins (SEAL)
also known as Sarah Blevins (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

LIBER 115 PAGE 357

I HEREBY CERTIFY, That on this 28th day of February, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Preston E. Blevins and Sarah S. Blevins, his wife ---------- also known as Preston Blevins and Sarah Blevins, 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. Dubrow
Notary Public.

Rec'd for record Mar. 8, 1957 at 9.02 A.M.
Mailed to John Demyan, Jr.

Mortgage

FROM

PRESTON E. BLEVINS and
SARAH S. BLEVINS, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3484

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 MAR -8 AM 9:02
& RECORDED IN LIBER 115
NO. 1103 FOLIO 99
GEO. T. 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 115 PAGE 358

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PRESTON E. BLEVINS and SARAH S. BLEVINS, his wife also known as PRESTON BLEVINS and SARAH BLEVINS, his wife. *

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 12,588 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 18,500.00
Interest from August 30, 1957 to March 31, 1958	$ 623.00	
Late Fines from September 30, 1957 to March 31, 1958	213.60	836.60
		$ 19,336.60
Dues paid to date		792.62
Total amount due under Mortgage		$ 18,543.98

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

BY Fred. W. Kuethe

Fred. W. Kuethe-Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 21st day of MARCH, 1958; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary, of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Turman

AMELIA H. TURMAN Notary Public

FILED

1958 MAR 26 PM 1:57

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

LIBER 115 PAGE 359

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PRESTON E. BLEVINS and SARAH S. BLEVINS, his wife; also known as PRESTON BLEVINS and SARAH BLEVINS, his wife

vs.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 12588 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 AnneArundel 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,

NOTARY PUBLIC ANNE ARUNDEL COUNTY

Fred. W. Kuethe

Fred. W. Kuethe, Secretary

Affiant

Subscribed and sworn to before me

this 21st day of March,

1958.

Amelia H. Dubman

AMELIA H. DUBMAN

Notary Public

FILED

1958 MAR 26 PM 1:57

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

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

LIBER 115 PAGE 360 STATE OF MARYLAND LIBER 9 PAGE 284

No. 12,588 Equity

BOND OF Attorney

TO SELL Real Estate

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

Glen Burnie, Maryland

as Principal ,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty Thousand and 00/100 - - - - - - - - - - - - - - - - Dollars ($ 20,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 14th day of April , in the year of our Lord, nineteen hundred and fifty eight.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Preston E. Blevins & Sarah S. Blevins, wife to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate bearing date the 26th day of February , 19 57 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1101 Folio 98 ~~xxx~~

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

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

John Demyan, Jr.

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

Signed, sealed and delivered

in the presence of

Betty Mossell

John Demyan (SEAL)

John Demyan, Jr.

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara

Attorney in fact

Bond Approved this 15 day of April 1958

George T. Cromwell Clk

FILED

1958 APR 15 AM 11:47

8

JOHN DEMYAN, JR.
ATTORNEY AT LAW
16 CRAIN HIGHWAY,
GLEN BURNIE, MARY. .D

Mortgage Sale

OF

VALUABLE FEE SIMPLE PROPERTY

Lots 8 and 9 on the Plat of the Subdivision of the property of Malcolm R. Howard, near Gambrills, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-8, Plat 12; now Plat Book 18, folio 36.

Property located near Gambrills, Fourth Election District of Anne Arundel County, State of Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Preston E. Blevins and Sarah S. Blevins, his wife, also known as Preston Blevins and Sarah Blevins, his wife, dated February 20, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1103, folio 99 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, on the premises, on

Wed., April 16, 1958, at 3:30 o'clock P.M.

All those lots of ground, situate, lying and being near Gambrills, Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots 8 and 9 on the Plat of the Subdivision of the property of Malcolm R. Howard, near Gambrills, Anne Arundel County, Marylaud; said plat being filed among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-8, Plat 12 (now Plat Book No. 18, folio 36); said lots each having a frontage of 100 feet on a 40 foot County Road leading from Gambrills to Glen Burnie, and having an even depth therefrom of 400 feet.

BEING also the same property described in that conveyance from Marvin I. Anderson, Trustee, to Preston Blevins and Sarah Blevins, his wife, by Deed dated March 1, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 816, folio 179.

IMPROVEMENTS: Two dwellings, one of which is a brick bungalow and the other is a cinder block bungalow.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

George Scible
Auctioneer

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

LIBER 115 PAGE 361 OFF : OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1958

We hereby certify, that the annexed Mortgage Sale Preston E. Blevins

was published in Exec. 12,[illegible]

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 16th day of April, 1958. The first insertion being made the 3rd day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958
APR 16 AM 10:42

By H. Tilghman

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

Mortgage Sale
OF
VALUABLE FEE SIMPLE PROPERTY

Lots 8 and 9 on the Plat of the Subdivision of the property of Malcolm R. Howard, near Gambrills, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-8, Plat 12; now Plat Book 18, folio 36.

Property located near Gambrills, Fourth Election District of Anne Arundel County, State of Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Preston E. Blevins and Sarah S. Blevins, his wife, also known as Preston Blevins and Sarah Blevins, his wife, dated February 28, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1103, folio 99 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, on the premises, on

Tues., April 15, 1958
at 11:00 o'clock A. M.

All those lots of ground, situate, lying and being near Gambrills, Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots 8 and 9 on the Plat of the Subdivision of the property of Malcolm R. Howard, near Gambrills. Anne Arundel County, Maryland; said plat being filed among the Plat Records of Anne Arundel County in Plat Cabinet 3. Rod E-8, Plat 12 (now Plat Book No. 18, folio 36); said lots each having a frontage of 100 feet on a 40 foot County Road leading from Gambrills to Glen Burnie, and having an even depth therefrom of 400 feet.

BEING also the same property described in that conveyance from Marvin I. Anderson, Trustee, to Preston Blevins and Sarah Blevins. his wife, by Deed dated March 1, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 816, folio 179.

IMPROVEMENTS: Two dwellings, one of which is a brick bungalow and the other is a cinder block bungalow.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

George Scible
Auctioneer

John Demyan, Jr.
Attorney named in the Mortgage

LIBER 115 PAGE 362 OFFICE F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15, 1958

We hereby certify, that the annexed

Mortgage Sale

Preston E. Blevins

was published in Equity No. 3220

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a ~~week~~ for 1 ~~successive weeks~~ Time before the 15th day of April, 1958. The first insertion being made the 27th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 APR 16 AM 10:52

By H. Tilghman

LIBER 115 PAGE 363

PURCHASER'S AGREEMENT

April 16th, 1958

F.W.Kuethe, Secretary-Treasurer of Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate hereby certify, that it have purchased the property as advertised on the reverse side of this hand bill; and that we agree to comply with the terms of sale. The sale price for said property is $ 15,000.00 .

WITNESS:

George Scible - Auctioneer

Glen Burnie Savings & Loan Association
~~of Anne Arundel County, a body corporate~~

By Fred K. Kuethe
Purchaser's Name

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

Southfield 6-4656
Telephone No.

FILED
1958 APR 23 AM 10:26

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

Mortgage Sale
of
VALUABLE FEE SIMPLE PROPERTY

Lots 8 and 9 on the Plat of the Subdivision of the property of Malcolm R. Howard, near Gambrills, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-8, Plat 12; now Plat Book 18, folio 36.

Property located near Gambrills, Fourth Election District of Anne Arundel County, State of Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Preston E. Blevins and Sarah S. Blevins, his wife, also known as Preston Blevins and Sarah Blevins, his wife, dated February 28, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1103, folio 99 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, on the premises, on

WEDNESDAY, APRIL 16, 1958 AT 3:30 P.M.

All those lots of ground, situate, lying and being near Gambrills, Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots 8 and 9 on the Plat of the Subdivision of the property of Malcolm R. Howard, near Gambrills, Anne Arundel County, Maryland; said plat being filed among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-8, Plat 12 (now Plat Book No. 18, folio 36); said lots each having a frontage of 100 feet on a 40 foot County Road leading from Gambrills to Glen Burnie, and having an even depth therefrom of 400 feet.

BEING also the same property described in that conveyance from Marvin I. Anderson, Trustee, to Preston Blevins and Sarah Blevins, his wife, by Deed dated March 1, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 816, folio 179.

IMPROVEMENTS: Two dwellings, one of which is a brick bungalow and the other is a cinder block bungalow.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

FILED
1958 APR 23 AM 10:26

GEORGE SCIBLE
Auctioneer

JOHN DEMYAN, JR.
Attorney named in the Mortgage

LIBER 115 PAGE 365

IN THE MATTER OF THE	*	
MORTGAGED REAL ESTATE OF	*	IN THE
PRESTON E. BLEVINS and	*	CIRCUIT COURT
SARAH S. BLEVINS, his wife	*	FOR
also known as PRESTON BLEVINS	*	ANNE ARUNDEL COUNTY
and SARAH BLEVINS, his wife	*	NO. 12,588 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 Preston E. Blevins and Sarah S. Blevins, his wife, also known as Preston Blevins and Sarah Blevins, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated February 28, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1103, folio 99, 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 Marylayd Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction on the premises, near Gambrills, Anne Arundel County, Maryland WEDNESDAY, April 16th,1958, at 3:30 o'clock P.M., and then and there sold the said property to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate at and for the sum of FIFTEEN THOUSAND ($15,000.00)- - - - - - - - - - - ($ 15,000.00- - - - - - -) Dollars, being at that figure the highest bidder therefor, said property being the following:

All those lots of ground, situate, lying and being near Gambrills, Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

FILED
1958 APR 23 AM 10:26

13

BEING known and designated as Lots 8 and 9 on the Plat of the Subdivision of the property of Malcolm R. Howard, near Gambrills Anne Arundel County, Maryland; said plat being filed among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-8, Plat 12 (now Plat Book No. 18, folio 36); said lots each having a frontage of 100 feet on a 40 foot County Road leading from Gambrills to Glen Burnie, and having an even depth therefrom of 400 feet.

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

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

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

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day of April, 1958; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Michael Demyan
Notary Public

14

ORDER NISI

LIBER 115 PAGE 367

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PRESTON E. BLEVINS and SARAH S. BLEVINS, his wife, also known as PRESTON BLEVINS and SARAH BLEVINS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,588 Equity

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

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2 day of June next.

The report states that the amount of sales was $ 15,000,00

FILED 1958 APR 23 AM 10:26

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PRESTON E. BLEVINS and SARAH S. BLEVINS, his wife also known as PRESTON BLEVINS and SARAH BLEVINS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5-12 day of June, 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.

Matthews L. Evans Judge

FILED 1958 JUN -5 PM 1:54

15

LIBER 115 PAGE 368 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. 12,588 Equity

In The Matter of The Mortgaged Real Estate of
PRESTON E. BLEVINS and
SARAH S. BLEVINS, his wife,
also known as
PRESTON BELVINS and
SARAH BLEVINS, his wife

Ordered, this 23 day of April, 1958, That the sale of the Property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney Named in Mortgage. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of June next.

The report states that the amount of sale was $15,000.00.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
M-22

No. M. G. 1966

16

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,588
Preston E. Blevins

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By M. Tilghman

FILED
1958 JUN -4 PM 12:32

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Preston E. Blevins
and
Sarah S. Blevins, his wife, etc.

In the

Circuit Court

For

Anne Arundel County

No. 12,588 Equity

To the Honorable, the Judges of said Court:

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

June 30, 1958

All of which is respectfully submitted.

Laura K. Ecklund
Auditor.

Dr.

In the Matter of the Mortgaged Real Estate of Preston E. Blevins in ac.
and Sarah S. Blevins, his wife, etc.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	483	49	533	49
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	39	39		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S. Fidelity & Guaranty Co.-bond premium	80	00		
George W. Scible - auctioneer's fee	30	00		
One-half Federal documentary stamps	8	25		
One-half State documentary stamps	8	25		
Amelia H. Tubman - notary fees	1	50	181	39
To Attorney for Taxes, viz: 1958 State and County taxes ($205.14) - adjusted - 3 months 16 days	60	40	60	40
To Glen Burnie Savings and Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	14,289	60	14,289	60
			15,116	38
Amount of mortgage claim filed	18,543	98		
Interest on $18,500.00 from 3/31/58 to 4/16/58 - 16 days	49	34		
	18,593	32		
Cr. Amount allowed above	14,289	60		
Balance subject to decree in personam	4,303	72		

18

with

John Demyan, Jr., Attorney named in Mortgage

Cr.

1958						
Apr.	16	Proceeds of Sale	15,000	00		
		Interest on deferred payment of $14,250.00 to 6/5/58	116	38	15,116	38
					15,116	38

1958 JUL 10 AM 9:13

FILED

ORDER NISI LIBER 115 PAGE 372

In the Matter of the Mortgaged Real Estate of ~~XXXXXX~~ Preston E. Blevins and Sarah S. Blevins, his wife, etc.

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,588 Equity.

ORDERED, This 10th day of July, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of August next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of August, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Crouse
Judge

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,588 Equity

In the Matter of the Mortgaged Real Estate of PRESTON E. BLEVINS and SARAH S. BLEVINS, his wife, etc.

Ordered, this 10th day of July, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of August next.

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

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 - Anne Arundel Co. Eq. 12588

Preston E. Blevins

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of August, 1958. The first insertion being made the 17th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 2734 1958 AUG -5 PM 3:19 By Marie Tate

LIBER 115 PAGE 373

JOHN P. PACA, JR., ATTORNEY NAMED IN MORTGAGE	:	IN THE CIRCUIT COURT
VS	:	FOR
EDWARD L. FOOR AND NORA E. FOOR, HIS WIFE, LOUIS ROTH AND JENEVIE ROTH, HIS WIFE,	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY 12,905 Equity

- - - - - - - -

Mr. Clerk:

Please docket suit in the above case for the foreclosure of the mortgage from Edward L. Foor and Nora E. Foor, his wife, and Louis Roth and Jenevie Roth, his wife, to The Emory Street Permanent Building and Loan Company of Baltimore City, dated July 15, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 947 folio 458, which mortgage is now in default, and is filed herewith marked "Plaintiff's Exhibit No. 1".

John P. Paca

John P. Paca, Jr., Attorney named in Mortgage

FILED

1958 OCT 11 AM 10:48

"PLAINTIFF'S EXHIBIT NO. 1"

BUILDING ASSOCIATION MORTGAGE—CITY OR COUNTY—WITH CLAUSE—47

LIBER 115 PAGE 374

LIBER 947 PAGE 458 No. 12,905 Equity

PURCHASEMONEY

This Mortgage, Made this 15th day of July,

in the year one thousand nine hundred and fifty-five, between Edward L. Foor and Nora E. Foor, his wife, of Anne Arundel County, in the State of Maryland, and Louis Roth and Jenevie Roth, his wife, of the , in the State of Maryland, Mortgagors, and the THE EMORY STREET PERMANENT BUILDING AND LOAN COMPANY OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors being members of the said body corporate have received therefrom an advance of Four thousand one hundred ($4100.) - Dollars on forty-one (41) - - - - - - - - - - - - - - - - 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 Mortgagors do grant unto the said Mortgagee, and its successors and assigns, all that piece or parcel of ground situate and lying in the Fourth Election District of Anne Arundel County, Maryland and described as follows:

BEGINNING for the same at a point on the northeast side of Orchard Avenue, forty feet wide, as laid out on the Plat of Champion Forest, hereinafter referred to, at the distance of one hundred and one feet northeast from the dividing line between lots 84B and 84C, as shown on said plat, said place of beginning being at the end of the first line of the lot of ground described in a deed, dated June 25, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 633 folio 29 from Louis Roth and wife to Walter L. Purper and wife; running thence and binding on the northeast side of Orchard Avenue north 38 degrees 31 minutes west 100 feet to the dividing line between Lots 84C and 84D, as shown on said plat; thence north 46 degrees 52 minutes east 310 feet, more or less and binding on said dividing line between lots 84C and 84D to the northwest side of a reservation ten feet wide there situate as shown on said plat; thence binding on said reservation south 16 degrees 43 minutes east 112.71 feet to the end of the second line in said deed from Roth and wife to Purper and wife; thence binding reversely on said second line south 46 degrees 52 minutes west 270 feet, more or less to the place of beginning.

FILED

1958 OCT 11 AM 10:48

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3

Being the northernmost half of Lot 84C as shown on the Plat of Champion Forest, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 5 folio 32 (Cabinet No. 1, Rod A9 Plat No. 5).

BEING the same lot of ground which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior to the recording hereof, was granted and conveyed by Louis Roth and wife unto the Mortgagors herein.

THE SAID LOUIS ROTH and JENEVIE ROTH, his wife, uniting herein for the purpose of becoming jointly and severally personally liable under the covenants and conditions contained herein, and in case of a default and foreclosure and the Auditor's Account showing a deficiency, the said Louis Roth and Jenevie Roth, his wife consent to the passage of a decree in personam against them for such deficiency.

It is agreed that as soon as the mortgagors cease to own said mortgaged property or any interest therein, either by voluntary or involuntary alienation, then the amount due on said shares shall become due and payable in full, and in default of the payment thereof on demand this mortgage may be foreclosed and the property sold under the power contained herein.

This mortgage is also made to secure any future advances which may be made by said body corporate to said Mortgagors on their other or additional shares of its stock as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

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, forever, in fee simple.

IF, HOWEVER, the said Mortgagor s 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 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 forty-one shares of stock as dues, until the combined payment of dues shall amount to One hundred Dollars for each of said forty-one 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 MORTGAGOR S hereby covenant to pay to the said MORTGAGEE, the further sum of one Dollars and no cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGOR S 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 Mortgagor shereby also authorize the said Mortgagee, its successors or assigns or John P. Paca, Jr., 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 Mortgagor s.

Edward L. Foor (SEAL)
Edward L. Foor

TEST:

John P. Paca, Jr.

Nora E. Foor (SEAL)
Nora E. Foor

Louis Roth (SEAL)
Louis Roth

Jenevie Roth (SEAL)
Jenevie Roth

LIBER 947 PAGE 451

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this 15th day of July, in the year one thousand nine hundred and fifty-five, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward L. Foor and Nora E. Foor, his wife, Louis Roth and Jenevie Roth, his wife, the Mortgagor s named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Laurence F. Schmeckebier, President of the within body corporate, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

AS WITNESS my hand and Notarial Seal.

John P. Paca, Jr.

4 Recorded: July 21, 1955 at 1.30 P.M.

(3) A1 LIBER 115 PAGE 377

MORTGAGE

FROM

Edward L. Foor and Nora E. Foor, his wife,
Louis Roth and Jenevie Roth, his wife,

TO

The Emory Street Permanent Building and Loan Company of Baltimore City

BLOCK NO._____

Received for Record 26 July 19 57
at 1.30 o'clock P M. Same day recorded in
Liber A.T.C No. 947 Folio 458 etc.,
Land Records of Anne Arundel County,
and examined per

GEORGE T. CROMWELL, Clerk.
_____, Clerk.

Cost of Record, $ 1.50

John P. Paca, Jr.
Attorney-at-Law
Baltimore, Md.

The Daily Record Company, Baltimore, Md.

Milit: **Affidavit under Soldiers' and Sa :s' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942**

LIBER 115 PAGE 378

JOHN P. PACA, JR., ATTORNEY

NAMED IN MORTGAGE

vs.

EDWARD L. FOOR AND NORA E.

FOOR, HIS WIFE,

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Docket 17 Fol. 464

Equity No. 12905

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. Paca, Jr.

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.

John P. Paca, Jr.

John P. Paca, Jr. *Affiant.*

Subscribed and sworn to before me this 7th day of November 19 58.

Sadie D. T. Deaver

Notary Public

Sadie D. T. Deaver - Notary Public

FILED

1958 NOV 19 AM 11:06

6

STATEMENT OF MORTGAG :LAIM

JOHN P. PACA, JR., ATTORNEY

NAMED IN MORTGAGE

vs.

EDWARD L. FOOR AND NORA E. FOOR, his wife,

LOUIS ROTH AND JENEVIE ROTH, his wife,

LIBER 115 PAGE 379
IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
IN EQUITY No. 12905

STATEMENT OF MORTGAGE DEBT

Statement of mortgage debt of The Emory Street Permanent Building and Loan Company of Baltimore City under mortgage from Edward L. Foor and Nora E. Foor, his wife, Louis Roth and Jenevie Roth, his wife, dated July 15, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 947 folio 458.

Amount of Mortgage		$4100.00
Credit Principal	$1062.71	
Credit Expense	29.08	1091.79
		3008.21
Interest to November 28, 1958 - 13 weeks at $3.72 per week		48.36
Fines		13.95
Balance due on mortgage		$3070.52

Laurence F. Schmeckebier

Laurence F. Schmeckebier, President
Emory Street Permanent Building and
Loan Company of Baltimore City

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 7th day of November, 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 Laurence F. Schmeckebier, President of The Emory Street Permanent Building and Loan Company of Baltimore City

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

FILED
1958 NOV 19 AM 11:06

Sadie D. T. Deaver

Sadie D. T. Deaver - Notary Public

7.

LIBER 9 PAGE 467

JOHN P. PACA, JR., ATTORNEY NAMED IN MORTGAGE : IN THE CIRCUIT COURT

VS : FOR

EDWARD L. FOOR AND NORA E. FOOR, HIS WIFE, LOUIS ROTH AND JENEVIE ROTH, HIS WIFE : ANNE ARUNDEL COUNTY

: IN EQUITY NO. 12905

LIBER 115 PAGE 380

F&CBond No. S1227543

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, John P. Paca, Jr., 729 Title Building, Baltimore 2, Maryland, as principal, and The Fidelity and Casualty Company of New York, a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full sum of Four thousand ($4,000.00) dollars, current money, to be paid to the State of Maryland, or its 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 12th day of November, in the year one thousand nine hundred and fifty-eight.

WHEREAS, by virtue of a power of sale contained in a mortgage from Edward L. Foor and Nora E. Foor, his wife, Louis Roth and Jenevie Roth, his wife, to The Emory Street Permanent Building and Loan Company of Baltimore City, dated July 15, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 947 folio 458, the said John P. Paca, Jr., Attorney named in Mortgage is authorized and empowered to make sale of the property described in said mortgage in case of default occurring 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 John P. Paca, Jr., as Attorney named in mortgage is about to execute said power and make sale of the property described in the mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION is such, that if the above bounden John P. Paca, Jr., do and shall well and faithfully perform the trust reposed in him, 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

Albert R. Cable

Albert R. Cable

FILED

1958 NOV 19 AM 11:06

John P. Paca, Jr. (SEAL)

John P. Paca, Jr. Attorney named in Mortgage

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

BY: Frank W. Robinson

Frank W. Robinson, Attorney

Bond approved this 19th day of November 1958

Eugene T. Carmine, Clerk

8

LIBER 115 PAGE 381

JOHN P. PACA, JR., ATTORNEY NAMED IN MORTGAGE	:	IN THE CIRCUIT COURT
	:	
	:	FOR
VS.	:	
	:	ANNE ARUNDEL COUNTY
EDWARD L. FOOR AND NORA E. FOOR, HIS WIFE, LOUIS ROTH AND JENEVIE ROTH, HIS WIFE,	:	IN EQUITY NO. 12905

- - - - - - - - - - - -

To The Honorable Judge of the Circuit Court of Anne Arundel County:

The Report of Sale of John P. Paca, Jr., Attorney in the above entitled cause, to make sale of 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 as prescribed by said mortgage, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The ~~Capital~~ Maryland-Gazette, a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Attorney did pursuant to said notice on Friday, November 28, 1958 at 2:00 P.M. attend on the premises and then and there sold the fee simple property situate in the Fourth Election District of Anne Arundel County on Orchard Avenue, Champion Forest, being fully described in the annexed advertisement of sale, to The Emory Street Permanent Building and Loan Company of Baltimore City, it being the highest bidder therefor, at three thousand seven hundred($3700.00) dollars.

John P. Paca Jr.

John P. Paca, Jr.
Attorney named in Mortgage

FILED

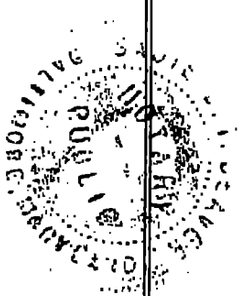
1958 DEC -1 PM 1:26

9

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 1st day of December, 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 aforesaid, personally appeared JOHN P. PACA, JR., 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 sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



Sadie D. T. Deaver

Sadie D. T. Deaver - Notary Public

10

Attorney's Mortgage Foreclosure Sale

OF VALUABLE FEE SIMPLE PROPERTY

ORCHARD AVENUE, CHAMPION FOREST, NEAR JESSUPS, IMPROVED BY FOUR ROOM DWELLING, VACANT

Under and by virtue of the power and authority contained in a mortgage from Edward L. Foor, et als, to The Emory Street Permanent Building and Loan Company of Baltimore City, dated July 15, 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 947, folio 458, (default having occurred thereunder) the undersigned Attorney named in the mortgage will sell at public auction on the premises on

Fri., Nov. 28, 1958, at 2 P.M.

All that lot of ground and improvements situate in the Fourth Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a point on the northeast side of Orchard Avenue 40 feet wide, as laid out on the Plat of Champion Forest hereinafter referred to, at the distance of 101 feet northeast from the dividing line between lots 84B and 84C, as shown on said plat, said place of beginning being at the end of the first line of the lot of ground described in a deed dated June 25, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 633, folio 29, from Louis Roth and wife to Walter L. Purper and wife; running thence and binding on the northeast side of Orchard Avenue north 38 degrees 31 minutes west 100 feet to the dividing line between lots 84C and 84D, as shown on said plat, thence north 46 degrees 52 minutes east 310 feet, more or less, and binding on said dividing line between lots 84C and 84D, to the northwest side of a reservation 10 feet wide there situate as shown on said plat; thence binding on said reservation south 16 degrees 43 minutes east 112.71 feet to the end of the second line in said deed from Roth and wife to Purper and wife; thence binding reversely on said second line south 46 degrees 52 minutes west 270 feet, more or less, to the place of beginning. Being the northernmost half of lot 84C as shown on the Plat of Champion Forest, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 5, folio 32 (now Book 11, page 14).

The improvements thereon being a four room dwelling with bath.

TERMS OF SALE: Cash upon ratification of sale. All expenses to be adjusted to date of sale. A deposit of $500.00 will be required of the purchaser at the time of sale. Balance purchase price to bear interest at rate of 6 per cent from date of sale.

JOHN P. PACA, JR.
729 Title Building
Baltimore 2, Maryland
Attorney named in Mortgage

A. J. BILLIG & CO.,
Auctioneers.

N-20

ORDER NISI

LIBER 115 PAGE 384

John P. Paca, Jr., Attorney

Named in Mortgage

versus

Edward L. Foor and Nora E. Foor, his wife, Louis Roth and Jenevie Roth, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,905 Equity

Ordered, this 1st day of December, 19 58, That the sale of the Property in these proceedings mentioned made and reported by John P. Paca, Jr., Attorney Named in Mortgage

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

The report states that the amount of sale was $ 3700.00

True Copy,

George T. Cromwell Clerk.

1958 DEC 1 PM 1:26

TEST: Clerk.

(Final Order)

John P. Paca, Jr., Attorney
Named in Mortgage

versus

Edward L. Foor and Nora E. Foor, his wife, Louis Roth and Jenevie Roth, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of January, 1959 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

1959 JAN -8 AM 9:47

11

Attorney's Mortgage Foreclosure Sale

OF VALUABLE FEE SIMPLE PROPERTY

ORCHARD AVENUE, CHAMPION FOREST, NEAR JESSUPS, IMPROVED BY FOUR ROOM DWELLING, VACANT

Under and by virtue of the power and authority contained in a mortgage from Edward L. Foor, et als, to The Emory Street Permanent Building and Loan Company of Baltimore City, dated July 15, 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 947, folio 458, (default having occurred thereunder) the undersigned Attorney named in the mortgage will sell at public auction on the premises on

Fri., Nov. 28, 1958, at 2 P.M.

All that lot of ground and improvements situate in the Fourth Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a point on the northeast side of Orchard Avenue 40 feet wide, as laid out on the Plat of Champion Forest hereinafter referred to, at the distance of 101 feet northeast from the dividing line between lots 84B and 84C, as shown on said plat, said place of beginning being at the end of the first line of the lot of ground described in a deed dated June 25, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 633, folio 29, from Louis Roth and wife to Walter L. Purper and wife; running thence and binding on the northeast side of Orchard Avenue north 38 degrees 31 minutes west 100 feet to the dividing line between lots 84C and 84D, as shown on said plat, thence north 46 degrees 52 minutes east 310 feet, more or less, and binding on said dividing line between lots 84C and 84D, to the northwest side of a reservation 10 feet wide there situate as shown on said plat; thence binding on said reservation south 16 degrees 43 minutes east 112.71 feet to the end of the second line in said deed from Roth and wife to Purper and wife; thence binding reversely on said second line south 46 degrees 52 minutes west 270 feet, more or less, to the place of beginning. Being the northernmost half of lot 84C as shown on the Plat of Champion Forest, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 5, folio 92 (now Book 11, page 141).

The improvements thereon being a four room dwelling with bath.

TERMS OF SALE: Cash upon ratification of sale. All expenses to be adjusted to date of sale. A deposit of $500.00 will be required of the purchaser at the time of sale. Balance purchase price to bear interest at rate of 6 per cent from date of sale.

JOHN P. PACA, JR.
729 Title Building
Baltimore 2, Maryland
Attorney named in Mortgage
A. J. BILLIG & CO.,
Auctioneers.

N-20

OFFICE OF

LIBER 115 PAGE 385

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Attorney's Mortgage Foreclosure Sale

Edward L. Foor

12,905

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of November, 1958. The first insertion being made the 30th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 DEC -3 AM 11:59

By Muriel Tate

OFFICE F

LIBER 115 PAGE 386

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. 12,905 Equity

JOHN P. PACA, JR., Attorney Named in Mortgage
VERSUS
EDWARD L. FOOR and NORA E. FOOR, his wife, LOUIS ROTH and JENEVIE ROTH, his wife

Ordered, this 1st day of December, 1958, That the sale of the property in these proceedings mentioned made and reported by John P. Paca, Jr., Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $3,700.00.

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 - Sale - Eq. 12905

Edward L. Foor

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of January, 1959. The first insertion being made the 4th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 16812 1959 JAN. -7 AM 9:49 By Marie Yates

13

LIBER 115 PAGE 387

In the Case of

John P. Paca, Jr.,
Attorney named in Mortgage
vs.
Edward L. Foor
and
Nora E. Foor, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 12,905 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. Tucker
Auditor.

January 12, 1959

FILED

1959 JAN 16 AM 9:22

Dr. John P. Paca, Jr., Attorney named in Mortgage vs. Edward L. Foor and Nora E. Foor, his wife, et al in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	141	00	241	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	61	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Casualty Co. of N.Y. - bond premium	16	00		
A. J. Billig Co. - auctioneer's fee	146	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	2	20		
Sadie D. T. Deaver - notary fees	1	50	243	14
To The Emory Street Permanent Building & Loan Company of Baltimore City, mortgagee - in full for mortgage claim	3,070	52	3,070	52
To Edward L. Foor and Nora E. Foor, his wife, mortgagors - this balance	93	84	93	84
			3,700	00

15

with

Cr.

John P. Paca, Jr., Attorney named in Mortgage

1958							
Nov.	28	Proceeds of Sale		3,700	00	3,700	00
						3,700	00

ORDER NISI LIBER 115 PAGE 390

John P. Paca, Jr.,
Attorney named in Mortgage
VERSUS
Edward L. Foor
and
Nora E. Foor, his wife, et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,905 Equity.

1959 JAN 16 AM 9:22 FILED

ORDERED, This 16th day of January, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

[signature]

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of February, 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 FEB 24 PM 12:31

Benjamin Michaelson
Judge.

LIBER 115 PAGE 391

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. 12,905 Equity

JOHN P. PACA, JR.,
Attorney named in Mortgage
VERSUS
EDWARD L. FOOR and
NORA E. FOOR, his wife, et al

Ordered, this 16th day of January, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of February next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,905

Auditor's account

Edward L. Foor

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of February, 1959. The first insertion being made the 22nd day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 FEB -7 A 10:55

BY Hazel Tilghman

No. M. G. 16427

18

LIBER 115 PAGE 392

GEORGE C. BAST, JR.,	:	
ASSIGNEE OF MORTGAGE	:	IN THE CIRCUIT COURT
VS.	:	OF ANNE ARUNDEL COUNTY.
JOHN N. LOMBARDO AND	:	
DOROTHY L. LOMBARDO, HIS WIFE.	:	IN EQUITY

No. 12,883 Equity

Mr. Clerk:

Please docket the above entitled case and file the attached mortgage as 'Petitioner's Exhibit No. 1'

George C. Bast

George C. Bast, Jr.,
Assignee of Mortgage.

FILED

1958 SEP 30 AM 9:10

LIBER 115 PAGE 393

LIBER 1184 PAGE 189

No. 12,883 Equity

This Mortgage, Made this 6th day of FEBRUARY, in the year one thousand, nine hundred and FIFTY-EIGHT, between - - - - - - - - - - - - - - - - - -

JOHN N. LOMBARDO AND DOROTHY L. LOMBARDO, HIS WIFE - - - - - - - - - - -

of ANNE ARUNDEL COUNTY, in the State of Maryland, Mortgagor s, and the BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, has received therefrom an advance of TEN THOUSAND EIGHT HUNORED ($10,800.00) - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described;

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

By the payment of Seventy-seven dollars and thirty-eight cents ($77.38) - - - - - - - - - - on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) towards the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of this mortgage.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all THOSE lots of ground situate and lying in ANNE ARUNDEL COUNTY in said State, and described as follows:

KNOWN AND DESIGNATED AS LOTS NOS. 85, 86 AND 87 AS SHOWN ON THE PLAT OF THE NEW PLAN OF FERNOALE FARMS, SECTION "C", WHICH PLAT IS RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 15 FOLIO 21. THE IMPROVEMENTS THEREON BEING KNOWN AS 205 CHALMERS AVENUE.

SUBJECT TO AN AGREEMENT DATED MAY 31, 1935, AND RECORDED IN F.A.M. 136 FOLIO 416 BETWEEN THE SUBURBAN REALTY CORPORATION AND CONSOLIDATED GAS, ELECTRIC, LIGHT & POWER COMPANY.

SUBJECT TO RESTRICTIONS IN DEED DATED NOVEMBER 22, 1927, AND RECORDED IN F.S.R. 75 FOLIO 128 FROM THE FERNDALE FARMS CORPORATION TO JOHN M. HOY.

BEING THE SAME LOTS 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 IMMEDIATELY PRIOR HERETO WERE GRANTED AND CONVEYED BY CUSIMANO CONSTRUCTION CORPORATION UNTO THE WITHIN NAMED MORTGAGORS.

"PITITIONER'S EXHIBIT NO. 1"

FILED

1958 SEP 30 AM 9:10

This mortgage shall also secure future advances to be made at the Mortgagee's option, as provided and in pursuance of Chapter 178 of the Laws of Maryland passed at the January session in the year 1955 and any supplement, amendments, or re-enactments thereto.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come, and unexpired therein, with the benefits of renewal forever, subject to the payment of the annual rent of $72.00 payable in equal installments half yearly on the 7th day of JUNE and DEC. in each and every year.

It is a special covenant of this mortgage, that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew insurance on the premises covered hereby against loss by fire or other hazards as may be reasonably required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for insurance, and taxes and assessments next due (as estimated by the Mortgagee).

Provided, however, if the said Mortgagor , his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor , for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) 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 , his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; and in the event of any loss the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee only, and not to the Mortgagor and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by the Mortgagor of said insurance money for the reconstruction of the improvements on the Mortgaged

property; (5) 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. Also it is further covenanted that the Mortgagee shall have a lien on the Mortgaged premises for life insurance premiums advanced when the insurance upon death is to be applied to the Mortgage debt, all which expenses and premiums, the Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum together with accrued interest shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured together with accrued interest shall become due and demandable after default in the payment of any monthly installment, as herein provided, or after default in the performance of any of the aforegoing covenants or conditions; however, the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; (8) that should twenty per cent or more of the original loan be paid at one time before maturity, Mortgagor agrees to pay to the said Mortgagee ninety days interest at six (6%) per cent beyond that date of payment on the amount so prepaid. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Bradford Federal Savings and Loan Association.

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

And the said mortgagor 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 covenants or conditions of this mortgage, as herein provided) under the provisions of Sections 6 to 15 inclusive, of Chapter 12, of the Laws of Maryland, enacted by the 1950 Session of the General Assembly of Maryland, or any supplement thereto, or under any other General or Local Laws of the State of Maryland relating to mortgages, or it shall be lawful for the said Mortgagee, its successors or assigns or for William I. Norris, Jr., its Attorney or Agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: Upon giving twenty (20) days notice of the time, place, manner and terms of sale, in some newspaper published in the City or County wherein the said mortgaged property is situated and such other notice as by said Mortgagee may be deemed expedient.

AND in the event of any sale under the powers hereby granted, the proceeds thereof shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of ONE HUNDRED TEN dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of similar property by virtue of a decree of a Court of Equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be), to the said Mortgagor, his heirs, 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, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all Court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to Trustees making sale under decrees of a Court of Equity jurisdiction in the State of Maryland, and an Attorney's fee of fifty ($50.00) dollars, which said expenses, costs, commissions and Attorney's fee the said Mortgagor for himself, his heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns or its Attorneys or Agents, shall not be required, to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, commissions and Attorney's fee, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The 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, including corporate entities.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Ann K. Rabell

John N. Lombardo (SEAL)
JOHN N. LOMBARDO

Dorothy L. Lombardo (SEAL)
DOROTHY L. LOMBARDO

(SEAL)

(SEAL)

LIBER 1184 PAGE 191

4115 PAGE 395

LIBER 115 PAGE 396

LIBER 1184 PAGE 192

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 6th day of FEBRUARY, 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared JOHN N. LOMBARDO AND DOROTHY L. LOMBARDO, HIS WIFE

and THEY acknowledged the aforegoing mortgage to be THEIR act. At the same time also appeared Charles H. Schultz, 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.

Ann K. Rahll
Ann K. Rahll Notary Public.

Rec'd for record Feb. 7 1958 at 11.04 AM.
Mailed to Bradford Federal Savings + Loan Ass. of Balto. City.

MORTGAGE

973

FROM

JOHN N. LOMBARDO AND DOROTHY L. LOMBARDO, HIS WIFE

TO

BRADFORD FEDERAL SAVINGS AND LOAN

MAIL TO: ASSOCIATION
159 N. LUZERNE AVENUE (24)

Block No. 681

Received for Record 19

at o'clock M. Same day recorded in

Liber No. Folio etc.,

one of the Land Records of Baltimore City,

and examined per

Clerk

Cost of Record, $

WILLIAM I. NORRIS, JR.
Attorney at Law
Norris Building
2810 Pulaski Highway
Baltimore 24, Maryland

Bradford Federal Savings and Loan Association, a body corporate, hereby assigns the within mortgage unto George C. Bast, Jr., for the purpose of foreclosure, this 24th day of September, 1958.

Witness the corporate seal of said body corporate and the signature of Herbert F. Norris, its Executive Vice-President.

WITNESS:

Bernadine C. Magsamen

Bernadine C. Magsamen

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Herbert F. Norris

Herbert F. Norris, Executive Vice-President.

File in Equity No. 12,883

5M—8-20-52.

SHORT ASSIGNMENT

OF MORTGAGE

FROM

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION.

TO

GEORGE C. BAST, JR.

Received for Record 19

at o'clock M. Same

recorded in Liber No.

Folio etc. one of the

Records of Baltimore County, and examined.

Per

Clerk.

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

1958 SEP 30 AM 9:16

& RECORDED IN LIBER GTC

NO. 1184 FOLIO 192

GEO. T. CROMWELL, CLERK

LIBER 115 PAGE 398

GEORGE C. BAST, JR., : IN THE

ASSIGNEE OF MORTGAGE. : CIRCUIT COURT FOR

Plaintiff

ANNE ARUNDEL COUNTY.

VS : ~~BALTIMORE COUNTY~~

JOHN N. LOMBARDO AND : Docket No. ____, Folio ____

DOROTHY L. LOMBARDO, HIS WIFE. : Case No. 12,883 Equity

Defendants.

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY/~~COUNTY~~, To Wit:

I HEREBY CERTIFY, that on this 24th day of September 1958 before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore ~~County~~ (City), personally appeared Herbert F. Norris, Executive Vice-President of Bradford Federal Savings and Loan Association and made oath in due form of law that he knows the Defendant herein and that to the best of his information, knowledge and belief:

(1) Said Defendant is/~~are~~ not in the Military Service of the United States of America;

(2) Said Defendant is/~~are~~ not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendant has/~~have~~ not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendant is/~~are~~ not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

Ann K. Rahll

Ann K. Rahll - Notary Public

Herbert F. Norris

Herbert F. Norris - Affiant

FILED

1958 SEP 30 AM 9:10

6

LIBER 115 PAGE 399

GEORGE C. BAST, JR.,

ASSIGNEE OF MORTGAGE.

VS.

JOHN N. LOMBARDO AND

DOROTHY L. LOMBARDO, HIS WIFE.

IN THE

ANNE ARUNDEL COUNTY

Circuit Court for ~~Baltimore County~~

IN EQUITY.

No. 12,883 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Bradford Federal Savings and Loan Association, A Body Corporate,

under the mortgage from John N. Lombardo and Dorothy L. Lombardo, his wife,

to said Bradford Federal Savings and Loan Association

dated the sixth day of February, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1184 Folio 189 &c.

Amount of Mortgage Loan	-	$ 10,800.00
Expenses Paid, Taxes, Ground Rent, Insurance	-	76.50
Interest to September 30th, 1958	-	419.54
		$ 11,296.04
Less Total Amount Paid by Borrowers	-	303.40
Amount of Mortgage Claim	-	$ 10,992.64

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Herbert F. Norris

Herbert F. Norris, Executive Vice-President.

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION INCORPORATED 1903

STATE OF MARYLAND, ~~COUNTY~~ CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 24th 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 said ~~County~~ City of Baltimore, personally appeared Herbert F. Norris, Executive Vice-President of Bradford Federal Savings and Loan Association, a body corporate,

~~[illegible]~~, 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.

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

FILED

Ann K. Rahll

Ann K. Rahll - Notary Public.

1958 SEP 30 AM 9:10

7

Trustee's Bond

No. 12,883 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 9 PAGE 429

LIBER 115 PAGE 400

THAT WE GEORGE C. BAST, JR.

2810 Pulaski Highway, Baltimore 24, Maryland as principal,

and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ELEVEN THOUSAND AND 00/100----------($11,000.00)---- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 29th day of September in the year of our Lord one thousand nine hundred and fifty-eight.

WHEREAS, the above bounden GEORGE C. BAST, JR. Anne Arundel County by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~, has been appointed trustee in Foreclosure to sell Property situated at 205 Chalmers Avenue, Ferndale, Anne Arundel County, Maryland mentioned in the proceedings in the case of GEORGE C. BAST, JR./Assignee of Mortgage

vs.

John N. Lombardo and Dorothy L. Lombardo, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN GEORGE C. BAST, 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

Anna K. Kahle

Signed, sealed and delivered in the presence of

William A. Mills

George C. Bast (SEAL)
GEORGE C. BAST, JR.

(SEAL)

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (SEAL)

BY: D. Van Norman, Jr. (SEAL)
D. Van Norman, Jr
Attorney-in-Fact

State of Maryland, ~~Baltimore City~~, sct: Anne Arundel County

KNOW ALL MEN BY THESE PRESENTS: That the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania does hereby constitute and appoint D. Van Norman, Jr.

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said INDEMNITY INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 29th day of September, 1958.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

By: R. S. Robins
Vice President

ATTEST: Carroll W. Laird
Assistant Secretary

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

September 29th, 1958

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

Carroll W. Laird
Assistant Secretary

Bond Approved this 3rd day of October, 1958.
George T. Cromwell Clerk

FILED
1958 OCT -3 AM 10:54

8

NORRIS, BAST and ROSE,
Solicitors
Norris Building
2810 Pulaski Highway
Baltimore 24, Maryland

Assignee's Sale

Desirable Leasehold Dwelling Property

205 CHALMERS AVENUE,
FERNDALE FARMS,
5TH ELECTION DISTRICT OF
ANNE ARUNDEL COUNTY, MD.

Under and by virtue of the power and authority contained in a mortgage from John N. Lombardo and Dorothy L. Lombardo, his wife to the Bradford Federal Savings and Loan Association, a body corporate, dated February 6, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1184, Folio 189 (default having occurred thereunder) and being duly assigned to George C. Bast, Jr., the undersigned Assignee, will sell at public auction, on the premises, on

Monday, Nov. 3, 1958
at 2 o'clock P. M.

All that leasehold lot of ground situate and lying in the 5th Election District of Anne Arundel County, known and designated as Lots Nos. 85, 86 and 87 as shown on the Plat of the New Plan of Ferndale Farms, Section "C", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 21. The improvements thereon being known as 205 Chalmers Avenue.

Subject to an agreement dated May 31, 1935, and recorded in F. A. M. 136, Folio 416, between The Suburban Realty Corporation and Consolidated Gas, Electric, Light & Power Company.

Subject to Restrictions in Deed dated November 22, 1927, and recorded in F. S. R. 75, Folio 128 from The Ferndale Farms Corporation to John M. Hoy.

Subject to an annual ground rent of $72.00. Improved by a BRICK AND FRAME SPLIT LEVEL DWELLING.

Terms of Sale: A cash deposit of $800.00 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.

GEORGE C. BAST, JR.,
Assignee.
E. T. NEWELL & CO., INC.,
Auctioneers.
JOHN M. MILLER, JR.,
President.
120-26 W. North Avenue
Baltimore 1, Maryland.
PL. 2-3580.

O-30

LIBER 115 PAGE 401 OFFICE OF

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

Assignee's Sale

12.883

John N. Lombardo

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 9th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 NOV -5 AM 11:18

LIBER 115 PAGE 402

—IN THE—

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

VS.

JOHN N. LOMBARDO AND

DOROTHY L. LOMBARDO, HIS WIFE.

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

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

The Report of Sale of George C. Bast, Jr., Assignee of Mortgage, ~~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 ~~he~~ after giving bond with security for the faithful discharge of his trust ~~as aforesaid 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 newspaper, published in Anne Arundel ~~Baltimore~~ County, for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee of Mortgage did pursuant to said notice on Monday the 3rd day of November, 19 58, at two o'clock, P. M., attend on the premises and then and there sold all that leasehold lot of ground togetherwith the improvements thereon known and designated as Lots Numbered 85,86, and 87 as shown on the Plat of the New Plan of Ferndale Farms, Section "C", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 21. The improvements thereon being known as No. 205 Chalmers Avenue; Subject to an annual ground rent of $72.00, and subject to the Agreement, Restrictions, terms and conditions set forth in the advertisement of sale, unto Bradford Federal Savings and Loan Association, a body corporate, at and for the sum of $11,000.00, said purchaser being then and there the highest bidder.

George C. Bast, Jr., Assignee ~~Trustee~~ of Mortgage.

CITY

State of Maryland, ~~County~~ of Baltimore, Sct.

I Hereby Certify, that on this 6th day November, 19 58 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared George C. Bast, Jr., Assignee of 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.

BERNADINE C. MAGSAMEN NOTARY PUBLIC Baltimore County, Md.

FILED

1958 NOV 13 PM 1 52

Bernadine C. Magsamen Notary Public.

10

ORDER NISI

LIBER 115 PAGE 403

George C. Bast, Jr., Assignee of Mortgage

versus

John N. Lombardo and Dorothy L. Lombardo, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,883 Equity

Ordered, this 13th day of November, 19 58, That the sale of the Property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee of Mortgage ~~Trustees~~

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

The report states that the amount of sales ~~to be~~ was $ 11,000.00

Test: George T. Cromwell Clerk.

True Copy,

FILED 1958 NOV 13 PM 1:32

TEST: Clerk.

(Final Order)

George C. Bast, Jr., Assignee of Mortgage

versus

John N. Lombardo and Dorothy L. Lombardo, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of December Finally, 19 58 that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED
1958 DEC 23 PM 1:56

11

LIBER 115 PAGE 404

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. 12,883 Equity

GEORGE C. BAST, JR., Assignee of Mortgage
VERSUS
JOHN N. LOMBARDO and DOROTHY L. LOMBARDO, his wife

Ordered, this 13th day of November, 1958, That the sale of the property in these proceedings mentioned made and reported by George B. Bast, Jr., Assignee for Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $11,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

D-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 15, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,883

John N. Lombardo

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of December, 1958. The first insertion being made the 20th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 14795 1958 DEC 16 AM 11:

By Hazel Tilghman

12

In the Case of

LIBER 115 PAGE 405

George C. Rast, Jr.,
Assignee
vs.
John N. Lombardo
and
Dorothy L. Lombardo, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,883 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.

January 14, 1959.

Laura K. Eichling
Auditor.

FILED
1959 JAN 19 PM 12:27

3

Dr. George C. Bast, Jr., Assignee vs. John N. Lombardo and Dorothy L. Lombardo, his wife

in ac.

To Assignee for Fee, viz:	110	00		
To Assignee for Commissions, viz:	362	55	472	55
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	18	00		
			56	00
To Assignee for expenses, viz:				
Capital-Gazette Press - advertising sale	51	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	11	80		
Indemnity Insurance Co. of North America - bond premium	44	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	50		
One-half Federal documentary stamps	6	05		
One-half State documentary stamps	6	05		
Bernadine C. Magsamen - notary fee		50		
			160	14
To Assignee for Ground Rent, viz: semi-annual ground rent of $36.00 due 12/7/58 - adjusted to 11/3/58	29	20	29	20
To Assignee for Benefit Charges, viz: Metered water to 11/3/58	9	20	9	20
To Bradford Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	10,357	91	10,357	91
			11,085	00
Amount of mortgage claim filed	10,992	64		
Interest at 6% on $10,800.00 from 9/30/58 to 11/3/58 - 34 days	61	20		
	11,053	84		
Cr. Amount allowed above	10,357	91		
Balance subject to decree in personam	695	93		

with George C. Bast, Jr., Assignee Cr.

1958							
Nov.	3	Proceeds of Sale	11,000	00			
		Interest on deferred payment of $10,200.00 to 12/23/58	85	00	11,085	00
					11,085	00

ORDER NISI

George C. Bast, Jr.,
Assignee
VERSUS
John N. Lombardo
and
Dorothy L. Lombardo, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,883 Equity.

LIBER 115 PAGE 408

1959 JAN 19 PM 12:27
FILED

ORDERED, This 19th day of January, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd. day of February next.

George C. Bast, Jr.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of February, 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 ~~Auditor~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 FEB 24 PM 12:31

Benjamin Michaelson
Judge.

16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,883 Equity

GEORGE C. BAST, JR., Assignee
VERSUS
JOHN N. LOMBARDO and DOROTHY L. LOMBARDO, his wife

Ordered, this 19th day of January, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

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

F-5

No. M. G. 16446

17

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,883
Auditor Account
John N. Lombardo.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of February, 1959. The first insertion being made the 22nd day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 FEB 7 AM 10:55

By Virgil Tilghman

LIBER 115 PAGE 409

IN THE MATTER OF THE SALE	:	EQUITY NO.
OF THE	:	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	:	ANNE ARUNDEL COUNTY
ROY C. HALL AND DOROTHY E.	:	No 12,819 Equity
HALL, his wife	:	
	: : : : : : :	

Mr. Clerk:

Please docket the above entitled case, record assignment of mortgage, file the original mortgage, statement of mortgage debt, and military affidavit.

George E. Rullman, Assignee

FILED

1958 AUG 21 PM 2:54

1

LIBER 948 PAGE 289 LIBER 115 PAGE 410

This Mortgage

No. 12815 Equity

Made this 15th day of July, in the year one thousand nine hundred and Fifty-five, by Roy C. Hall and Dorothy E. Hall, his wife

of

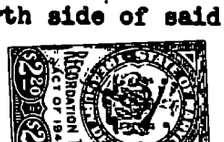
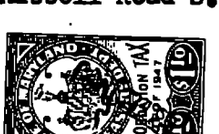
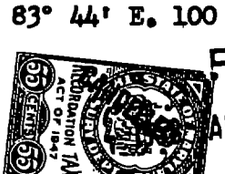
Mortgagor.s., and **The Seat Pleasant Building and Loan Association**, a duly incorporated body, organized under the laws of Maryland for the purpose of lending money on Maryland real estate, etc., mortgagee, witnesseth:

Whereas, the said Roy C. Hall and Dorothy E. Hall, his wife being.s. member.s. of **The Seat Pleasant Building and Loan Association**, aforesaid, to the extent of 38 shares, and as such member.s. participating and sharing in the profits of said body corporate, ha.ve received therefrom an advance or loan of Three Thousand Eight Hundred and 00/100 Dollars, on 38 shares of stock held and owned by the said Roy C. Hall and Dorothy E. Hall, his wife in their own right, being the par value of the same; and

Whereas, it was and is a condition precedent to said loan as hereinbefore referred to being made that the repayment thereof with premium, interest and fines as hereinafter mentioned, and the performance of all the conditions and covenants herein contained, should be secured by a good and effectual mortgage on the property hereinafter described, wherefore this mortgage is executed under, and is to be construed by the Laws of Maryland.

Now This Mortgage Witnesseth, That in consideration of the premises and One Dollar, the said Roy C. Hall and Dorothy E. Hall, his wife do grant and convey unto **The Seat Pleasant Building and Loan Association**, the body corporate aforesaid, and its successors and assigns, the following described land and premises, situate in Prince Georges County, State of Maryland, known and distinguished as

All that lot, piece or parcel of ground stiuate, lying and being in the Second Election District of Anne Arundel County, Maryland, designated as Lot No. 5 on the plat of Bartgis Manor made by James D. Hicks, County Surveyor, and recorded with the deed from Agbes E. Bartgis, individually, to Howard Blankenship dated August 1, 1950 and recorded among the Land Records of A.A. County in Liber JHH 583 at folio 31 and described as follows: Beginning for the same at an iron pin on the North side of Russell Road, as laid out, said point being distant the following two courses and distances from the end of the 4th line of the conveyance by Elizabeth V. D. Williams to Russell C. Bartgis dated December 29, 1941, and recorded in Liber JHH 250 at folio 359 of the Land Records of A.A. Co. being also the division point between lots 5 and 5A on said plat, thence with the said division line between lots 5 and 5A N. 3° 30' E. 125 feet, thence N. 83° 44' W. 100 feet to the division line between lots 4 and 5 on said plat, thence with said division line S. 3° 30' W. 125 feet to the north side of said Russell Road, thence with the north side of said Russell Road S. 83° 44' E. 100 feet to the point of beginning.

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2

TOGETHER with the improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances, and advantages to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same, with the improvements and appurtenances aforesaid, unto the said body corporate and its assigns and successors in fee simple.

PROVIDED, That if the said Roy C. Hall and Dorothy E. Hall, his wife shall make all the payments and perform all the covenants herein on their part to be made and performed, then this mortgage shall be void.

AND the said Roy C. Hall and Dorothy E. Hall, his wife for themselves, their heirs, executors, administrators, and assigns, hereby covenant with **The Seat Pleasant Building and Loan Association**, aforesaid, and its successors and assigns, to pay and perform as follows, that is to say: To pay to the said mortgagee or its successors and assigns, at its principal office in the town of Seat Pleasant, Maryland, as dues, the sum of eighty cents per share on each and every share of stock so loaned upon, monthly, on or before the third Tuesday of each and every month, and, as a premium, the sum of twenty cents per share on each and every share of stock so loaned upon, monthly, on or before the third Tuesday of each and every month, and interest on said advance at the rate of 50 cents per share monthly, on or before the said third Tuesday of each month; until such time as said shares of stock so advanced or loaned upon, shall by reason of said monthly payments of eighty cents per share, together with profits thereon become paid in full; and to pay all such fines as may by the said Association, body corporate, in conformity with its Articles of Association and By-Laws, be imposed upon them for any default made in the payment of said monthly dues, premium and interest; to keep the improvements on said property insured from loss by fire or tornado, for the benefit of said body corporate, to the amount of at least Three Thousand Eight Hundred and 00/100 dollars to deliver said policy to the association; to pay all taxes for which the property hereby mortgaged may be or become liable, when demandable, and to obey the Articles of Association and By-Laws of said Association now in force or hereafter to be adopted. All of which payments and covenants shall continue in full force until the whole amount of said loan, premium herein agreed upon, interest, fines, and all amounts paid for insurance and taxes shall by the payments made by the said Roy C. Hall and Dorothy E. Hall, his wife and dividends allowed by the said Association, be paid in full, according to an account to be stated by the Secretary of said Association, in accordance with the terms of this mortgage, and the Constitution and By-Laws of said Association.

BUT in case the said mortgagor, their heirs or assigns shall make default and fail to pay the dues, premium, interest and fines, or either or any of them, for the space of six months, or shall be in arrears to an amount equal to the sum of the dues, interest, premium and fines for six months, or shall fail to perform any one or more of the covenants herein contained, then the whole mortgage debt hereby

secured shall become due and demandable; and these presents are hereby declared to be made IN TRUST, and the said mortgagee or its successors and assigns, or LANSDALE G. SASSCER, as Attorney or Agent, is and are hereby authorized and empowered to sell all the property hereby mortgaged, or so much thereof as may be necessary, for cash or upon such terms as may be prescribed by the party making the sale, and convey the same to the purchaser or purchasers, his, her, or their heirs, personal representatives or assigns, first giving at least twenty days' notice in some newspaper published in Prince George's County, Maryland, and the proceeds arising from such sale to apply, FIRST, to the expenses thereof, including the usual court commissions to the party making the sale; SECONDLY, to all moneys owing hereunder, whether the same shall have then matured or not according to an account to be stated by the Secretary of said Association, and the BALANCE, if any, to be paid to the said mortgagor.s., or whoever may be entitled thereto. And it is agreed that until default be made the said mortgagor.s. shall possess said property.

WITNESS, the hand and seal of the said mortgagor.s..

Roy C Hall ..... [SEAL]
Roy C. Hall

TEST: Robert L. Main
As to both

Dorothy E. Hall ..... [SEAL]
Dorothy E. Hall

STATE OF MARYLAND
PRINCE GEORGE'S COUNTY } To wit:

LIBER 948 PAGE 292

I HEREBY CERTIFY, That on this 15th day of July, in the year one thousand nine hundred and Fifty-five, before me the subscriber, a Notary Public, in and for the said State and County, personally appeared Roy C. Hall and Dorothy E. Hall, his wife (the within-named mortgagor.s.) and each acknowledged the foregoing mortgage to be their act.

WITNESS my hand and official seal on the day and date herein above written.

Robert L. Main
Notary Public.

ROBERT L. MAIN NOTARY PUBLIC PRINCE GEORGES CO., MD.

STATE OF MARYLAND—Prince George's County, to-wit: ROBERT L. MAIN

I HEREBY CERTIFY, That on this 15th day of July, in the year nineteen hundred and Fifty-five, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Jeremiah J. Crowley President of **The Seat Pleasant Building and Loan Association** (the within-named mortgagee) and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as therein set forth.

ROBERT L. MAIN NOTARY PUBLIC PRINCE GEORGES CO., MD.

Robert L. Main
Notary Public.

ROBERT L. MAIN

Recorded: July 22, 1955 at 3 P.M.

5

ASSIGNMENT

LIBER 115 PAGE 413

THE SEAT PLEASANT BUILDING AND LOAN ASSOCIATION hereby assigns the within mortgage to GEORGE E. RULLMAN for the purpose of foreclosure.

WITNESS the signature of the said Corporation by its President, attested by its Secretary, this 25th day of June, 1958.

Attest:

Robert L. Main
Robert L. Main - Secretary.

THE SEAT PLEASANT BUILDING AND LOAN ASSOCIATION

By William H. McGrath
William H. McGrath - President.

MORTGAGE

Roy C. Hall

Dorothy E. Hall

—TO—

THE SEAT PLEASANT BUILDING AND LOAN ASSOCIATION

A BODY CORPORATE

Received for Record 22 July 1958 at 3 P.M. and recorded in Liber G.T.C. 944, Folio 289, of the Land Records of A.A. County, Maryland.

GEORGE T. CROMWELL, Clerk

Clerk of Circuit Court.

RECORDED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY

1958 AUG 21 PM 2:38

& RECORDED IN LIBER G1C NO 948 FOLIO 292

GEO. T. CROMWELL, CLERK

IN THE MATTER OF THE SALE OF : EQUITY NO.
THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT
ROY C. HALL DOROTHY HALL, his wife : FOR ANNE ARUNDEL COUNTY
: : :

No. 12,819 Equity

STATEMENT OF MORTGAGE DEBT

To Balance due on Principal.	$4,293.92
Interest from June 30, 1958. to July 19, 1958	19.19
Total	4,313.11

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, to wit:-

I hereby certify that on this 25th day of July, 1958, before the subscriber, a Notary Public of State of Maryland, County aforesaid, personally appeared Robert H. Main of Seat Pleasant Building and Loan Association 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.

Maxine R. Buckhorn
Notary Public

My Commission Expires May 4, 1959

FILED
1958 AUG 21 PM 2:54

6

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 12,819
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
ROY C. HALL AND DOROTHY E. HALL,	:	FOR
his wife	:	ANNE ARUNDEL COUNTY

: : : : : : :

AFFIDAVIT

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

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

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of The Seat Pleasant Building and Loan Association, 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 Soldiers and Sailors Civil Relief Act, Art. 87A Bagby's Annotated Code of Maryland, Ed., that on behalf of plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are not in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendant is not 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 unto the military service, but is employed as a civilian and not subject to aforesaid.

George E. Rullman
Attorney and Agent - Affiant

SUBSCRIBED and sworn to before me this 21st day of August, 1958.

Barbara Ann Thompson
Notary Public

MARYLAND ANN THOMPSON NOTARY PUBLIC ANNE ARUNDEL CO.

FILED
1958 AUG 21 PM 2:54

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

MORTGAGEES OR ATTORNEYS BOND.

LIBER 9 PAGE 411

Equity No. 12,819

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 Five Thousand ($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 Ninth day of September, in the year of our Lord 1958

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Roy C. Hall and Dorothy E. Hall, his wife to Seat Pleasant Building and Loan Assn. bearing date the fifteenth day of July, 1955 and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 948 Folio 289 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

Estelle M. Fiedler
Estelle M. Fiedler

Attorney-in-fact

Bond filed and approved this 15th day of September 1958
George F. Cromwell, Clerk

FILED
1958 SEP 15 AM 9:37

LIBER 115 PAGE 416

8

LIBER 115 PAGE 417

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 12,819
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
ROY C. HALL AND DOROTHY E. HALL,	:	FOR
his wife	:	ANNE ARUNDEL COUNTY

: : :

STATEMENT OF MORTGAGE DEBT

To Balance due on Principal	$4,293.92
Interest from June 30, 1958 to November 25,1958	145.29
TOTAL	$4,439.21

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, to wit:-

I hereby certify that on this 21st day of November, 1958 before the subscriber, a Notary Public of the State of Maryland County aforesaid, personally appeared Robert L. Mueller of Seat Pleasant Building and Loan Association and made oath in due form of law that the above settlement is correct to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Edward J. Goodwin - 11/21/1958
Notary Public

My Commission Expires May 4, 1959

FILED

1958 NOV 24 AM 10:06

9

GEORGE W. SCIBLE - Auctioneer

PUBLIC SALE

OF VALUABLE

#12819

Residence Property

SITUATE, LYING AND BEING IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AND IMPROVED BY A ONE-STORY FRAME DWELLING, SIX (6) ROOMS AND BATH

Under and by virtue of the power of sale contained in a mortgage from Roy C. Hall and Dorothy E. Hall, his wife, to Seat Pleasant Building and Loan Association dated July 15, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 948, folio 289, which mortgage has been assigned to the undersigned assignee of said mortgage, is to make sale of 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, Nov. 25, 1958

AT 11 O'CLOCK A. M.

The following described property, namely:

All that lot, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, designated as Lot No. 5 on the plat of Bartgis Manor made by James D. Hicks, County Surveyor, and recorded with the deed from Agnes E. Bartgis, individually, to Howard Blankenship dated August 1, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H.H. 583 at folio 31, and described as follows:

BEGINNING for the same at an iron pin on the North side of Russell Road, as laid out, said point being distant the following two courses and distances from the end of the 4th line of the conveyance by Elizabeth V. D. Williams to Russell C. Bartgis dated December 29, 1941, and recorded in Liber J.H.H. 250 at folio 359 of the Land Records of Anne Arundel County being also the division point between lots 5 and 5A on said plat, thence with the said division line between lots 5 and 5A North 3 degrees 30 minutes East 125 feet, thence North 83 degrees 44 minutes West 100 feet to the division line between lots 4 and 5 on said plat, thence with said division line South 3 degrees 30 minutes West 125 feet to the north side of said Russell Road, thence with the north side of said Russell Road South 83 degrees 44 minutes East 100 feet to the point of beginning.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, balance of purchase money with interest thereon at the rate of 6 per cent per annum to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN, Assignee
140 South Street
Annapolis, Maryland

FILED

1958 DEC -4 AM 10:53

10

PURCHASERS CERTIFICATE LIBER 115 PAGE 419

I hereby certify that I did purchase at Public Auction on Tuesday, November 25, 1958, the property described on the reverse side hereof at and for the sum of $4,500.00 and agree to comply with the terms of sale as specified in this Hand Bill, as agent for Seat Pleasant Building and Loan Assn.

Witness:
Mrs. Elizabeth C Gardner

SEAT PLEASANT BUILDING AND LOAN ASSOCIATION
by: Robert L. Main
Secretary

AUCTIONEERS CERTIFICATE

I hereby certify that I, as Auctioneer, did offer at Public Sale, the property described on the reverse side hereof, on Tuesday, November 25, 1958 and sold the property to Seat Pleasant Building and Loan Association, at and for the sum of $4,500, it being then and there the highest bidder therefor.

George W. Scible, Auctioneer

FILED
1958 DEC -4 AM 10:53

//

IN THE MATTER OF THE SALE OF	:	EQUITY # 12819
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
ROY C. HALL AND DOROTHY E.	:	FOR
HALL, 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 Roy C. Hall and Dorothy E. Hall, his wife, dated July 15, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 948, folio 289, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by 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, November 25, 1958, at 11:00 o'clock a.m., and then and there sold the property to Seat Pleasant Building and Loan Association, 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 that lot, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, designated as Lot No. 5 on the plat of Bartgis Manor made by James D. Hicks, County Surveyor, and recorded with the deed from Agnes E. Bartgis, individually, to Howard Blankenship dated August

1958 DEC 4 AM 10:53 FILED

12

1, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 583 at folio 31, and described as follows:

BEGINNING for the same at an iron pin on the North side of Russell Road, as laid out, said point being distant the following two courses and distances from the end of the 4th line of the conveyance by Elizabeth V.D. Williams to Russell C. Bartgis dated December 29, 1941 and recorded in Liber J.H.H. 250 at folio 359 of the Land Records of Anne Arundel County being also the division point between lots 5 and 5A on said plat, thence with the said division line between lots 5 and 5A North 3 degrees 30 minutes East 125 feet, thence North 83 degrees 44 minutes West 100 feet to the division line between lots 4 and 5 on said plat, thence with said division line South 3 degrees 30 minutes West 125 feet to the north side of said Russell Road, thence with the north side of said Russell Road South 83 degrees 44 minutes East 100 feet to the point of beginning.

AND the said Attorney further reports that he has received from the said purchaser the deposit as required by the terms of 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 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.

Respectfully submitted,

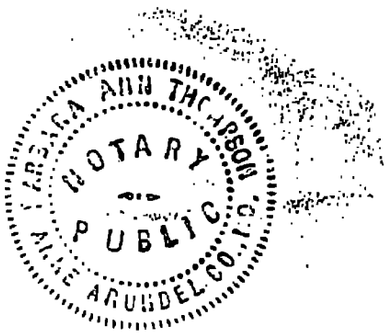
George E. Rullman

George E. Rullman,
Attorney named in Mortgage

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

I hereby certify that on this 4th day of December, 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

LIBER 115 PAGE 423

ORDER NISI

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF
~~VERSUS~~
ROY C. HALL and
DOROTHY E. HALL, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 12,819 Equity

Ordered, this 4th day of December, 19 58, 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 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 7th day of January next.

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

FILED 1958 DEC 4 AM 10:53

True Copy, George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF
~~VERSUS~~
ROY C. HALL and
DOROTHY E. HALL, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 9th day of January, 1959, 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
1959 JAN -9 PM 3:01

15

Public Sale
OF VALUABLE RESIDENCE PROPERTY

SITUATE, LYING AND BEING IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AND IMPROVED BY A ONE STORY FRAME DWELLING, SIX (6) ROOMS AND BATH.

Under and by virtue of the power of sale contained in a mortgage from Roy C. Hall and Dorothy E. Hall, his wife, to Seat Pleasant Building and Loan Association dated July 15, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 948, folio 289, which mortgage has been assigned to the undersigned assignee of said mortgage, is to make sale of 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, Nov. 25, 1958
at 11 o'clock A. M.

The following described property, namely:

All that lot, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland designated as Lot No. 5 on the plat of Bartgis Manor made by James D. Hicks, County Surveyor, and recorded with the deed from Agnes E. Bartgis, individually, to Howard Blankenship dated August 1, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 583 at folio 31 and described as follows:

BEGINNING for the same at an iron pin on the North side of Russell Road, as laid out, said point being distant the following two courses and distances from the end of the 4th line of the conveyance by Elizabeth V. D. Williams to Russell C. Bartgis dated December 29, 1941, and recorded in Liber J.H.H. 250 at folio 359 of the Land Records of Anne Arundel County being also the division point between lots 5 and 5A on said plat, thence with the said division line between lots 5B and 5A North 3 degrees 30 minutes East 125 feet, thence North 83 degrees 44 minutes West 100 feet to the division line between lots 4 and 5 on said plat, thence with said division line South 3 degrees 30 minutes West 125 feet to the north side of said Russell Road, thence with the north side said Russell Road South 83 degrees 44 minutes East 100 feet to the point of beginning.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, balance of purchase money with interest thereon at the rate of 6 per cent 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
Assigneee
140 South Street
Annapolis, Maryland

GEORGE W. SCIBLE,
Auctioneer

n-24

LIBER 115 PAGE 424 OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 16, 1958

We hereby certify, that the annexed

Public Sale

Roy C. Hall
12,819

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 25th day of November, 1958. The first insertion being made the 27th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958
DEC 16 AM 11:25

By Hazel Tilghman

16

LIBER 115 PAGE 425

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 12,819 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
ROY C. HALL and
DOROTHY E. HALL, his wife

Ordered, this 4th day of December, 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 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 7th day of January next.

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

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1959

We hereby certify, that the annexed

Order Nisi - Sale -

Equity 12819

Roy C. Hall

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 January, 1959. The first insertion being made the 11th day of December, 1958

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L French

FILED

No. Eq. 1958 12819 PM 2:53

17

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~his~~
Roy C. Hall
and
Dorothy E. Hall, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,819 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

January 19, 1959

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Roy C. Hall and Dorothy E. Hall, his wife

To Assignee for Commissions, viz:	165	00	165	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 - first advertisement of sale	43	14		
Capital-Gazette Press - second advertisement of sale	40	32		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc.- first handbills	7	36		
Speer Publications, Inc. -second handbills	13	24		
National Surety Corp. - bond premium	20	00		
George W. Scible - auctioneer's fee	15	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Clerk of Court - recording assignment	1	00		
Barbara Ann Thompson - notary fees	1	00	160	01
To Attorney for Taxes, viz:				
1957 State and County taxes and interest	52	58		
1958 State and County taxes ($50.18) - adjusted to 11/25/58	45	07		
Interest to purchaser	1	74		
Tax sale costs	2	50		
Advertising tax sale	11	00	112	89
To The Seat Pleasant Building & Loan Ass'n, mortgagee - this balance on account mortgage claim	4,010	60	4,010	60
			4,500	00
Amount of mortgageclaim filed	4,439	21		
Cr. Amount allowed above	4,010	60		
Balance subject to decree in personam	428	61		

with

George E. Rullman, Assignee

Cr.

1958				
Nov.	25	Proceeds of Sale	4,500 00	4,500 00
				4,500 00

ORDER NISI LIBER 115 PAGE 429

In the Matter of the Sale of the Mortgaged Real Estate of ~~XXXXXX~~ Roy C. Hall and Dorothy E. Hall, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,819 Equity.

FILED
1959 JAN 20 PM 1:58

ORDERED, This 20th day of January 19 59 That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of February, 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 FEB 25 PM 3:11

/s/ Benjamin Mechlowicz
Judge

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. 12,819 Equity

In the Matter of the Sale of the Mortgaged Real Estate of ROY C. HALL and DOROTHY E. HALL, his wife

Ordered, this 20th day of January, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 11, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,819 Auditor account Roy C. Hall

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of February, 1959. The first insertion being made the 21st day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 16444 FEB 11 PM 2:05

By Hazel Tilghman

22

LIBER 115 PAGE 431

In the Matter of the Sale of	*	No. 12,909 Equity
the Mortgaged Real Estate of	*	In the Circuit Court for
Charles E. Berry and Ann B.	*	Anne Arundel County
Berry, his wife	*	12,466

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in Mortgage

FILED
1958 OCT 14 AM 11:20

L3517

LIBER 115 PAGE 432
LIBER 1122 PAGE 261

Equity No. 12,909.

First purchase money

This Mortgage,

made this 8th day of May in the year one thousand nine hundred and fifty-seven, between Charles E. Berry and Ann B. Berry, 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

Five Thousand Dollars ----------($5,000.00)

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 Forty-three Dollars ----------($43.00) 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 Election Dist., Anne Arundel Co., State of Maryland and described as follows:

Known and designated as Lot No. 12, Block 7 in the subdivision made by Edgar D. T urner and Elmer E. Still, Trustees, and known as Cape Anne, formerly Cape Battee, as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, Folio 35.

Being the same property conveyed to the within-named Mortgagors by United Federal Savings and Loan Association of Glen Burnie, a body corporate, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1958 OCT 14 AM 11:20

2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Alice Gary
Alice Gary

Charles E Berry (SEAL)
Charles E. Berry

Ann B. Berry (SEAL)
Ann B. Berry

(SEAL)

5

LIBER 115 PAGE 435

LIBER 1122 PAGE 264

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 8th day of May, in the year one thousand, nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles E. Berry and Ann B. Berry, 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 G. 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.

Alice Gary

Alice Gary
NOTARY PUBLIC

My Commission expires 5/5/59

Rec'd for record May 27 1957 at 12.27 P.M.
Mailed to Wm. W. Townshend, Jr.

3517

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

First purchase money (2)

MORTGAGE

FROM

Charles E. Berry and

Ann B. Berry, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

750

Received for record ..... 19 ..... at ..... o'clock ..... M.

Same day recorded in Liber ..... No. ..... folio ..... &c. one of the Land Records of Anne Arundel County and examined per

REC'D FOR LAND RECORDS OF ANNE ARUNDEL COUNTY

1957 MAY 27 PM 12:27

Clerk.

Cost of Record $ 2 RECORDED IN LIBER GTC NO. 1122 FOLIO 261

GEO. T. CROMWELL, CLERK

LIBER 115 PAGE 436

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

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

OF

Equity 12,909

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Charles E. Berry and Ann B. Berry, his wife, dated May 8, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1122, folio 261, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

WEDNESDAY, NOVEMBER 12, 1958

at 10:30 o'clock A. M.

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

KNOWN AND DESIGNATED as Lot No. 12, Block 7, in the subdivision made by Edgar D. Turner and Elmer E. Still, Trustees, and known as Cape Anne, formerly Cape Battee, as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, Folio 35.

BEING the same property conveyed to the within-named Mortgagors by United Federal Savings and Loan Association of Glen Burnie, a body corporate, by deed dated May 18, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1122, folio 259. See also deed to Frederick R. Boswell and wife recorded in Liber GTC No. 1181, folio 184.

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

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

For further particulars, apply to:

William W. Townshend, Jr.,Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette Press
October 16, 23, 30, 1958
November 6, 1958

FILED

1958 OCT 14 AM 11:20

6

LIBER 115 PAGE 437

In the Matter of the Mortgaged * No. 12,909 EQUITY
Real Estate of Charles E. Berry * In the Circuit Court for
and Ann B. Berry, 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 the 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 5th DAY OF NOVEMBER, 1958.

Grace Senseney
Grace Senseney, Notary Public

My commission expires 5/4/59

FILED

1958 NOV 10 PM 2:46

7

LIBER 115 PAGE 438

In the Matter of the Mortgaged * No. 12, 909 Equity

Real Estate of Charles E. Berry * In the Circuit Court for

and Ann B. Berry, his wife * Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Charles E. Berry and Ann B. Berry, his wife, dated May 8, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1122, folio 261-		$5000.00
Total amount paid on principal	$140.82	
Credit expense account	12.55	153.37
		$4846.63
Interest....6/1/58 to 10/31/58	$121.18	
Interest....11/1/58 to 11/12/58	9.72	130.90
		$4977.53
Late charges		14.56
Total amount of mortgage indebtedness		$4992.09

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of November, 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 NOV 10 PM 2:47

8

LIBER 115 PAGE 439
LIBER 9 PAGE 460

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOND NO. 279488

Equity No. 12,907

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 FIVE THOUSAND AND NO/100 ($5,000.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors, and administrators jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 7th day of November, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Charles E. Berry and Ann B. Berry, his wife, to United Federal Savings and Loan Association, bearing date May 8, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1122, Folio 261, 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:

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 filed and Approved
this 10th day of November 1958
George T Cromwell, Clerk

FILED

1958 NOV 10 PM 2:47

9

No. 12,909 Equity

ROBERT H. CAMPBELL - - LIBER 115 PAGE 440 - - - - - 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 Charles E. Berry and Ann B. Berry, his wife, dated May 8, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1122, folio 261, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wednesday, November 12, 1958

AT 10:30 O'CLOCK, A. M.

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

KNOWN AND DESIGNATED as Lot No. 12, Block 7, in the subdivision made by Edgar D. Turner and Elmer E. Still, Trustees, and known as Cape Anne, formerly Cape Battee, as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, Folio 35.

BEING the same property conveyed to the within-named Mortgagors by United Federal Savings and Loan Association of Glen Burnie, a body corporate, by deed dated May 18, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1122, folio 259. See also deed to Frederick R. Boswell and wife recorded in Liber GTC 1181, folio 184.

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 NOV 15 AM 10:45

LIBER 115 PAGE 441

No. 12,909 County

Annapolis, Maryland
November 12, 1958

I hereby certify that I have this 12th day of November, 1958, sold the property of William W. Townshend, Jr., Attorney, known as Lot No. 12, Block 7, Cape Anne, Seventh Election District, Anne Arundel County, Maryland, unto

F. A. Crumpton and Daisy B. Crumpton, his wife

at and for the sum of $5476.00

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

5476.00

Robert H. Campbell

Annapolis, Maryland
November 12, 1958

I/We hereby certify that I/we have this 12th day of November, 1958, purchased from William W. Townshend, Jr., Attorney, the property known as Lot No. 12, Block 7, Cape Anne, Seventh Election District, Anne Arundel County, Maryland, at and for the sum of

$5476.00

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

F. A. Crumpton, Purchaser

Daisy B. Crumpton, Purchaser

FILED

1958 NOV 15 AM 10:45

11

In the Matter of the Mortgaged * No. 12,909 Equity
Real Estate of Charles E. Berry * In the Circuit Court for
and Ann B. Berry, 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 Charles E. Berry and Ann B. Berry, his wife, dated May 8, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1122, folio 261, 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 Wednesday, November 12, 1958, at 10:30 o'clock A. M., and then and there sold the said property to F. A. Crumpton and Daisy B. Crumpton, his wife, at and for the sum of Five Thousand Four Hundred Seventy-six Dollars ($5476.00), being at that figure the highest bidders therefor, said property described as follows:

All that lot of ground situate, lying and being in the Seventh Election District, Anne Arundel County, State of Maryland, known and designated as Lot No. 12, Block 7, in the subdivision made by Edgar D. Turner and Elmer E. Still, Trustees, and known as Cape Anne, fomerly Cape Battee, as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, folio 35.

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 Purchasers Agreement to comply with the

FILED
1958 NOV 15 AM 10:45

12

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

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of November, 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

ORDER NISI

LIBER 115 PAGE 444

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES E. BERRY and ~~XXXXX~~ ANN B. BERRY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,909 Equity

Ordered, this 15th day of November, 1958, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of 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.

The report states that the amount of sale was $5,476.00

FILED 1958 NOV 15 AM 10:45

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES E. BERRY and ~~XXXXX~~ ANN B. BERRY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of December, 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. Crowe

JUDGE.

FILED

1958 DEC 23 PM 1:58

17

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 Charles E. Berry and Ann B. Berry, his wife, dated May 6, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1122, folio 261, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wed., Nov. 12, 1958
at 10:30 o'clock A.M.

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

KNOWN AND DESIGNATED as Lot No. 12, Block 7, in the subdivision made by Edgar D. Turner and Elmer E. Still, Trustees, and known as Cape Anne, formerly Cape Battee, as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, Folio 35.

BEING the same property conveyed to the within-named Mortgagors by United Federal Savings and Loan Association of Glen Burnie, a body corporate, by deed dated May 18, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1122, folio 259. See also deed to Frederick R. Boswell and wife recorded in Liber GTC No. 1181, folio 184.

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.

N-6

LIBER 115 PAGE 445 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 17, 1958

We hereby certify, that the annexed

Attorney's Sale

Charles E. Berry

12 709

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 November, 1958. The first insertion being made the 16th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 NOV 18 AM 10 By H. Tilghman

15

LIBER 9 PAGE 474

LIBER 115 PAGE 446

227 ST PAUL STREET
BALTIMORE, MD.

New Amsterdam Casualty Company

60 JOHN STREET
NEW YORK

A STOCK COMPANY

BOND NO. 279488

No. 12,909 Surety

ADDITIONAL BOND

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 FIVE HUNDRED AND NO/100 ($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 19th day of November, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Charles E. Berry and Ann B. Berry, his wife, to United Federal Savings and Loan Association, bearing date May 8, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1122, Folio 261, 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 said of the property described in said Mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William W. Townshend Jr. does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness as to Principal:

William W. Townshend Jr. (SEAL)

Witness as to Surety:

S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

BY: R. H. Nichols

R. H. Nichols, Attorney-in-fact

Bond Approved this 21st day of November 1958

George T. Cromwell, Clerk

FILED

1958 NOV 21 AM 11:38

16

LIBER 115 PAGE 447 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. 12,909 Equity

In the Matter of the Mortgaged Real Estate of
CHARLES E. BERRY and
ANN B. BERRY, his wife

Ordered, this 15th day of November, 1958, That the sale of the property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of 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.

The report states that the amount of sale was $5,476.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 15, 1958

We hereby certify, that the annexed Order Nisi. Sale Eq. 12,909.

Charles E. Berry

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 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. _____ 1958 DEC 16 AM 11:25 By Hazel Tilghman

17

LIBER 115 PAGE 448

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Charles E. Berry
and
Ann B. Berry, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,909 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. Watkins
Auditor.

January 5, 1959

FILED

1959 JAN -5 PM 1:00

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Charles E. Berry and Ann B. Berry, his wife

To Attorney for Commissions, viz:	195	47		
To Attorney for Fee, viz:	100	00	295	47
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account	13	50	53	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	46	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	66		
New Amsterdam Casualty Co. - bond premiums	22	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Grace Senseney - notary fees	1	50	145	45
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - in full for mortgage claim	4,992	09	4,992	09
To Charles E. Berry and Ann B. Berry, his wife, mortgagors - this balance	40	05	40	05
			5,526	06

19

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

1958							
Nov.	12	Proceeds of Sale		5,476	00		
		Interest on $4,976.00, deferred pay-					
		ment, to 12/30/58		39	84	5,515	84
		Refund 1958 State and County taxes					
		($77.34) - 1 month 18 days		10	22	10	22
						5,526	06

LIBER 115 PAGE 451

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Charles E. Berry and Ann B. Berry, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,909 Equity.

ORDERED, This 5th day of January, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of February, 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~~ Clerk apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 FEB 11 PM 3:13

Benjamin Michaelson
Judge

21

LIBER 115 PAGE 452 OF...E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
12,909 Equity

In the Matter of the Sale of the Mortgaged Real Estate of CHARLES E. BERRY and ANN B. BERRY, his wife

Ordered, this 5th day of January, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.

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

J-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,909
Auditor account
Charles E. Berry.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of February, 1959. The first insertion being made the 8th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 16878 1959 FEB -3 PM 1 25 By Hazel Tilghman

2i

LIBER 115 PAGE 453

In the Matter of the Sale of	*	No. 12,906 Equity
the Mortgaged Real Estate of	*	IN THE CIRCUIT COURT FOR
Albert Gantt, Jr., and Dorothy	*	ANNE ARUNDEL COUNTY
W. Gantt, 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 OCT 14 AM 11:21

LIBER 115 PAGE 454
LIBER 1134 PAGE 555

L 3598,
12.906 Equity

First purchase money

This Mortgage,

made this 12th day of July in the year one thousand nine hundred and fifty-seven, between ALBERT GANTT, JR., and DOROTHY W. GANTT, 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

FOUR THOUSAND FIVE HUNDRED DOLLARS ----------($4,500.00)

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 THIRTY EIGHT DOLLARS ----------($38.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lots Nos. 70, 71 and 72 in Block C on the plat of Snug Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 8.

BEING the same property conveyed to the within-named Mortgagors by Hayward R. Baker and Virginia B. Baker, 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 OCT 14 AM 11:21

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.

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:

Pauline M. Bozman
Pauline M. Bozman

Albert Gantt Jr. (SEAL)
Albert Gantt, Jr.

Dorothy W. Gantt (SEAL)
Dorothy W. Gantt

(SEAL)

LIBER 115 PAGE 457

LIBER 1134 PAGE 558

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 12th 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 said County, personally appeared Albert Gantt, Jr.,
and Dorothy W. Gantt, 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 G. 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.

Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/4/59

Pauline M. Bozman

Rec'd for record July 15 1957 at 3:30 P.M.
Mailed to Wm. W. Townshend, Jr.

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

First purchase money
MORTGAGE
FROM
Albert Gantt, Jr., and
Dorothy W. Gantt, his wife
TO
UNITED FEDERAL SAVINGS &
LOAN ASSOCIATION OF
GLEN BURNIE, MARYLAND

Received for record ..... M.
19 ..... at ..... o'Clock
Same day recorded in Liber ..... Folio .....
No. .....
the Land Records of Anne Arundel County
and examined per
Clerk.
Cost of Record $

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 12.906 Equity

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Albert Gantt, Jr., and Dorothy W. Gantt, his wife, dated July 12, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1134, folio 555, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

WEDNESDAY, NOVEMBER 12, 1958

at 11:00 o'clock A. M.

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

KNOWN AND DESIGNATED as Lots Nos. 70, 71 and 72, Block C, on the plat of Snug Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 8.

BEING the same property conveyed to the within-named Mortgagors by Hayward R. Baker and Virginia B. Baker, his wife, by deed dated July 12, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1134, folio 553.

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

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette Press
October 16, 23, 30, 1958
November 6, 1958

FILED
1958 OCT 14 AM 11:21

6

LIBER 115 PAGE 459

In the Matter of the Mortgaged * No. 12,906 Equity
Real Estate of Albert Gantt, Jr., * In the Circuit Court for
and Dorothy W. Gantt, 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 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 5th day of November, 1958.

Grace Senseney
Grace Senseney, Notary Public

My commission expires 5/4/59

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED

1958 NOV 10 PM 2:46

7

In the Matter of the Mortgaged * No. 12,906 Equity
Real Estate of Albert Gantt, Jr., * In the Circuit Court for
and Dorothy W. Gantt, his wife * Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Albert Gantt, Jr., and Dorothy W. Gantt, his wife, dated July 12, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1134, folio 555		$4500.00
Total amount paid on principal	$144.78	
Credit expense account	14.71	159.49
		$4340.51
Interest 9/1/58 to 10/31/58	$ 43.56	
Interest 11/1/58 to 11/12/58	8.72	52.28
		$4392.79
Late charges		9.00
Total amount of mortgage indebtedness		$4401.79

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of November, 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 NOV 10 PM 2:47

8

LIBER 115 PAGE 461

NEW AMSTERDAM CASUALTY COMPANY

LIBER 9 PAGE 462

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

A STOCK COMPANY

Equity No. 12906

BOND NO. 279487

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 FIVE THOUSAND AND NO/100 ($5,000.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors, and administrators jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 7th day of November, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Albert Gantt, Jr., and Dorothy W. Gantt, his wife, to United Federal Savings and Loan Association, bearing date July 12, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1134, Folio 555, 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

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 filed and approved
This 10th day of November 1958
George J. Cromwell Clerk

FILED
1958 NOV 10 PM 2:47

9

No. 12,906 Equity

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 Albert Gantt, Jr., and Dorothy W. Gantt, his wife, dated July 12, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1134, folio 555, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wednesday, November 12, 1958

AT 11:00 O'CLOCK, A. M.

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

KNOWN AND DESIGNATED as Lots Nos. 70, 71 and 72, Block C, on the plat of Snug Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 8.

BEING the same property conveyed to the within-named Mortgagors by Hayward R. Baker and Virginia B. Baker, his wife, by deed dated July 12, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1134, folio 553.

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 NOV 15 AM 10:44

a

LIBER 115 PAGE 463 No. 12,906 County

Annapolis, Maryland
November 12, 1958

I hereby certify that I have this 12th day of November, 1958, sold the property of William W. Townshend, Jr., Attorney, known as Lots Nos. 70, 71 and 72, Block C, Snug Harbor, Seventh Election District, Anne Arundel County, Maryland, unto

George William Daly and Rocco E. Porreco

at and for the sum of $4900.00

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

Robert H. Campbell

Annapolis, Maryland
November 12, 1958

I/We hereby certify that I/we have this 12th day of November, 1958, purchased from William W. Townshend, Jr., Attorney, the property known as Lots Nos. 70, 71 and 72, Block C, Snug Harbor, Seventh Eleetion District, Anne Arundel County, Maryland, at and for the sum of

$4900.00

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

Cdr. George W. Daly, USN
Purchaser
GEORGE WILLIAM DALY

Rocco E. Porreco
Purchaser
ROCCO ERNEST PORRECO.

10205 FOLK ST.
SILVER SPRING, MD.
LOCKWOOD 4-0473

FILED

1958 NOV 15 AM 10:44

In the Matter of the Mortgaged Real * No. 12,906 Equity
Estate of Albert Gantt, Jr., and * In the Circuit Court for
Dorothy W. Gantt, 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 Albert Gantt, Jr., and Dorothy W. Gantt, his wife, dated July 12, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1134, folio 555, 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 Wednesday, November 12, 1958, at 11:00 o'clock, A.M. and then and there sold the said property to George W. Daly and Rocco E. Porreco at and for the sum of Four Thousand Nine Hundred Dollars ($4900.00), being at that figure the highest bidder therefor, said property described as follows:

All those lots of ground situate, lying and being in the Seventh Election District, Anne Arundel County, State of Maryland known and designated as Lots Nos. 70, 71 and 72, Block C, on the plat of Snug Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 10, folio 8.

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

FILED
1958 NOV 15 AM 10:44

12

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 14th day of November, 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.

ORDER NISI

LIBER 115 PAGE 466

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ALBERT GANTT, JR., and DOROTHY W. GANTT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,906 Equity

Ordered, this 15th day of November, 1958, That the sale of the Property in these proceedings mentioned,

made and reported by William W. Townshend, Jr., Attorney named in Mortgage,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of 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.

The report states that the amount of sale was $4,900.00

FILED 1958 NOV 15 AM 10:44

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ALBERT GANTT, JR., and DOROTHY W. GANTT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of December, 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 DEC 23 PM 1:57

14

OFFIC OF LIBER 115 PAGE 467

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

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Albert Gantt, Jr., and Dorothy W. Gantt, his wife, dated July 12, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1134, folio 555, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wed., Nov. 12, 1958
at 11 o'clock A.M.

All those lots of ground situate, lying and being in the Seventh District of Anne Arundel County, State of Maryland, more particularly described as follows:

KNOWN AND DESIGNATED as Lots Nos. 70, 71 and 72, Block C, on the plat of Snug Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 8.

BEING the same property conveyed to the within-named Mortgagors by Hayward R. Baker and Virginia B. Baker, his wife, by deed dated July 12, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1134, folio 553.

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.

N-6,

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 17, 1958

We hereby certify, that the annexed

Attorney's Sale

Albert Gantt, Jr.

12 906

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 November, 1958. The first insertion being made the 16th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By T. H. Tilghman

FILED
1958 NOV 18 AM 10:17

15

LIBER 115 PAGE 468 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. 12,906 Equity

In the Matter of the Mortgaged Real Estate of
ALBERT GANTT, JR., and
DOROTHY W. GANTT, his wife

Ordered, this 15th day of November, 1958, That the sale of the property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of 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.

The report states that the amount of sale was $4,900.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 15, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,906

Albert Gantt, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 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. 8421 1958 DEC 16 AM 11 By Hazel Tilghman

1.6

LIBER 115 PAGE 469

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~Vs~~
Albert Gantt, Jr.,
and
Dorothy W. Gantt, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,906 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. Eckling
Auditor.

January 3, 1959

FILED

1959 JAN -5 PM 1:01

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Albert M. Gantt, Jr., and Dorothy W. Gantt, his wife

To Attorney for Commissions, viz:	178	07		
To Attorney for Fee, viz:	100	00	278	07
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	42	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	48		
New Amsterdam Casualty Co. -bond premium	20	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Grace Senseney - notary fees	1	50	139	00
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., - mortgagee - in full for mortgage claim	4,401	79	4,401	79
To Hayward R. Baker and Virginia B. Baker, his wife, second mortgagees - this balance on account mortgage claim	70	54	70	54
			4,942	65
Amount second mortgage claim filed	1,271	07		
Cr. Amount allowed above	70	54		
Balance due	1,200	53		

18.

with

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

Cr.

1958						
Nov.	12	Proceeds of Sale	4,900	00		
		Interest on deferred payment of $4,400.00 to 12/30/58	35	52	4,935	52
		Refund 1958 State and County taxes ($53.18) - 1 month 18 days	7	13	7	13
					4,942	65

ORDER NISI LIBER 115 PAGE 472

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Albert Gantt, Jr., and Dorothy W. Gantt, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,906 Equity.

ORDERED, This 5th day of January, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of February, 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~~ Clerk apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 FEB 11 PM 3:13

Benjamin Michaelson
Judge

20

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. 12,906 Equity

In the Matter of the Sale of the Mortgaged Real Estate of ALBERT GANTT, JR., and DOROTHY W. GANTT, his wife

Ordered, this 5th day of January, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of February next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,906 Auditor account Albert Gantt, Jr. was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of February, 1959. The first insertion being made the 8th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 FEB -8 PM 1:22

No. M.G. 16876 By Hazel Tilghman

21

LIBER 115 PAGE 473

MORRIS TURK, ASSIGNEE	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
ARUNDEL RIDGE CORPORATION, a body corporate	:	NO. 12758 EQUITY
	:	

ORDER TO DOCKET FORECLOSURE SUIT

MR. CLERK:

Please docket this foreclosure of mortgage suit and file the original mortgage from Arundel Ridge Corporation, a body corporate, to Marcus C. Gibson, dated July 27, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 531, folio 500, and the assignment thereof dated June 30, 1958 to the undersigned for the purpose of foreclosure.

Morris Turk

Morris Turk, Assignee
MARYLAND INN, ANNAPOLIS, MD.
COLONIAL 3-4341

FILED

1958 JUL -9 PM 2:50

MORTGAGE FEE—COUNTY—$4.

LIBER 531 PAGE 500

LIBER 115 PAGE 474

No. 12,758 Equity

SECOND PURCHASE MONEY

This Mortgage, Made this 27th day July

in the year nineteen hundred and Forty-nine

Arundel Ridge Corporation, a body corporate of the State of Maryland

Mortgagor of Anne Arundel County, in the State of Maryland, of the first part,

and Marcus C. Gibson, Mortgagee

Mortgagee , of the second part.

WHEREAS the said Arundel Ridge Corporation is justly and bona fide indebted unto Marcus C. Gibson in the full and just sum of Two thousand dollars ($2,000.00), representing the balance of the purchase price of the hereinafter described property, which said sum of $2,000.00 is repayable five (5) years from the date hereof and interest on the said indebtedness shall be at the rate of five per cent (5%) per annum, payable every six (6) months from the date hereof on the outstanding balance; with the privilege of the Mortgagor of making larger payments in any amount or in full at any time at its discretion; it being understood that this mortgage shall be a second purchase money mortgage, subject to the existing mortgage sum to secure the sum of One thousand three hundred dollars ($1,300.00)(now owned by Mrs. William E. Richardson, of Washington, D. C.), which mortgage the mortgagor assumed and assumes in connection with the acquisition of the hereinafter described property and is referred to in the Deed of Acquisition.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor

do es grant and convey unto the said Mortgagee , his heirs and assigns, in fee simple, all lot or parcel of ground situate and lying in Second Election District of Anne Arundel County, aforesaid, and described as follows:

All that lot of ground in the Second Election District of Anne Arundel County, known and designated as Lot Number 20 on Plat of Arundel Ridge, Section 1, which plat is recorded among the Land Records of Anne Arundel County, in Plat Book F. S. R. No. 4, folio 20 (Cabinet 1 Rod A-5, Plat 5.)

Being a part of the property acquired by the Arundel Ridge Corporation, a body corporate of the State of Maryland, from Marcus C. Gibson, by a deed dated , 1949, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1958 JUL -9 PM 2:50

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 **Marcus C. Gibson, Divorced**

his heirs and assigns, forever.

PROVIDED, that if the said **Arundel Ridge Corporation,**

its successors, ~~xxheirsxpersonalxrepresentativexx~~ or assigns, shall well and truly pay or cause to be paid the aforesaid sum of **Two thousand** ---------- 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 **Arundel Ridge Corporation** 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 Arundel Ridge Corporation for itself, its successors ~~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 Marcus C. Gibson,

his personal representatives or assigns, or Louis M. Strauss, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee , his 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 dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee , his 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 , its successors ~~personal representatives~~ or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for itself, its successors ~~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, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for itself, its successors ~~heirs, personal representatives~~ and assigns, does hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or Louis M. Strauss, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Arundel Ridge Corporation, for itself, its successors, ~~personal representatives~~ and assigns, do es further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee , its personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee , his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee , his personal representatives and assigns.

WITNESS the hand and corporate seal of the said Mortgagor .

TEST:

Alida P. Banks, Sec.

Arundel Ridge Corporation

By: Genera K. Valentine (SEAL)
Genera K. Valentine, President

Alida P. Banks, Secretary

(SEAL)

(SEAL)

(SEAL)

ARUNDEL RIDGE CORPORATION SEAL MARYLAND INCORPORATED

5

LIBER 115 PAGE 477

LIBER 531 PAGE 503

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 27th day of July in the year nineteen hundred and Forty nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Arundel Ridge Corporation, by the Mortgagor named in the aforegoing Mortgage and he acknowledged the aforegoing Mortgage to be its act. At the same time also appeared Marcus C. Gibson, Divorced 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.

my commission expires May 7th, 1951

Alice L. Wood, Notary Public

Recorded- 1st August, 1949, at 10:50 A.M.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 JUL -9 PM 2:53
& RECORDED IN LIBER G1C NO. 531 FOLIO 503
GEO. T. CROMWELL, CLERK

SECOND PURCHASE MONEY

MORTGAGE

FROM

ARUNDEL RIDGE CORPORATION

TO

Marcus C. Gibson

BLOCK NO.

Received for Record July, 1949, at 10:50 o'clock A.M. Same day recorded in Liber No. 531 Folio 503 &c., one of the Land Records of Anne Arundel Co. examined per [illegible], Clerk.

Cost of Record, $ [illegible]

The Daily Record Company, Baltimore, Md.

SHORT ASSIGNMENT

For value received, I hereby assign the within mortgage to Morris Turk, Attorney, for the purpose of foreclosure this 30th day of June, 1958.

Witness my hand and seal the day and month above set forth.

Witness:

Ernest J. Chaffon
ERNEST J. CHAFFON

Marcus C. Gibson (SEAL)
Marcus C. Gibson

LIBER 115 PAGE 478

MORRIS TURK, ASSIGNEE	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
ARUNDEL RIDGE CORPORATION, a body corporate	:	NO. 12,758 EQUITY
	:	

STATEMENT OF MORTGAGE CLAIM

BALANCE OF MORTGAGE DEBT	$1,444.54
INTEREST TO JULY 10, 1958	93.29
BALANCE DUE	$1,537.83

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marcus C. Gibson, Mortgagee, and made oath in due form of law that he is competent to testify to and has personal knowledge that the foregoing is a true statement of the amount of the mortgage claim filed in these proceedings now remaining due and unpaid.

Witness my hand and Notarial Seal.

Morris Turk

Notary Public

MORRIS TURK NOTARY PUBLIC

FILED

1958 JUL -9 PM 2:50

6

LIBER 115 PAGE 479

LIBER 9 PAGE 362

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

Equity No. 12,758

KNOW ALL MEN BY THESE PRESENTS: That we, Morris Turk as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Five Hundred ($2,500) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 16th day of July, 1958.

WHEREAS by virtue of a power of sale contained in a Mortgage from Arundel Ridge Corporation to Marcus C. Gibson, bearing date on or about the 27th day of July 1949, the said Morris Turk as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part.

AND WHEREAS default has occurred in the payment of the principal and interest aforesaid, and the said Morris Turk as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

WITNESS:

Kathleen L. Woelfel

Kathleen L. Woelfel, as to both

Morris Turk (SEAL)

Morris Turk, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV

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

SURETY

Bond Approved this 16th day of July 1958.

George T. Cromwell, Clerk

FILED

1958 JUL 16 PM 3:39

7

LIBER 115 PAGE 480

GEORGE W. SCIBLE - Auctioneer

MORRIS TURK, Solicitor
Maryland Inn
Annapolis, Maryland

ASSIGNEE'S SALE

OF

Improved Fee Simple Property

LOCATED NEAR CHESTERFIELD, SECOND ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue and under the Power of Sale contained in a mortgage from Arundel Ridge Corporation, a body corporate, to Marcus C. Gibson, dated July 27, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 531, folio 500 and assigned to the undersigned for the purpose of foreclosure, default having occurred in said mortgage, the following property and improvements thereon will be offered for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Thursday, July 31, 1958

at 11:30 o'clock A.M.

All that lot of ground in the Second Election District, Anne Arundel County, Maryland, known as Lot No. 20 as shown on the Plat of Arundel Ridge, said plat recorded among the Plat Records of Anne Arundel County in Plat Book 9, page 48 (formerly Cabinet 1, Rod A-5, Plat 5).

BEING the same property acquired by Arundel Ridge Corporation, by deed dated July 27, 1949 from Marcus C. Gibson, et al, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 531, folio 493.

This property is improved by a log cabin, containing living room, kitchen, two bedrooms, utility room, incomplete club room, well, but no electricity.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser at the time of sale. The balance, with interest at 6%, to be paid upon final ratification of sale. Taxes, public charges and other expenses, if any, to be adjusted to date of sale.

FILED
1958 AUG -1 AM 11:49

MORRIS TURK,
Assignee

3

MORRIS TURK, ASSIGNEE, etc.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
ARUNDEL RIDGE CORPORATION	:	No. 12,758 Equity

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 31ST day of July, 1958, sold the within described property as shown on the reverse side hereof to MARCUS C GIBSON ~~GENEVA K VALENTINE~~ at and for the sum of ONE THOUSAND ONE HUNDRED FIFTY ~~Fifty One Thousand One Hundred~~ Dollars ($ 1,150.00), being at that figure the highest bidder therefor; and I do hereby further certify that said sale was fairly made.

GEORGE W. SCIBLE AUCTIONEER

PURCHASER'S CERTIFICATE

(I) ~~(We)~~ hereby certify that (I) ~~(We)~~ have this 31ST day of July, 1958, purchased the within described property from Morris Turk, Assignee, at and for the sum of ONE THOUSAND ONE HUNDRED FIFTY Dollars ($1,150.00);, and (I) ~~(We)~~ hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

WITNESS:

Morris Turk

Marcus C Gibson (SEAL)

(SEAL)

FILED

1958 AUG -1 AM 11:49

9

MORRIS TURK, ASSIGNEE	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ARUNDEL RIDGE CORPORATION	:	NO. 12,758 Equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Morris Turk, Assignee of the mortgage filed in these proceedings for the purpose of foreclosure, respectfully shows:

That after giving Bond with security for the faithful performance of his trust as Assignee, and after having complied with all other pre-requisites as required by law, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital and Maryland Gazette, newspapers published in Anne Arundel County, Maryland, for at least 20 days before the day of sale, he did pursuant to the said notice, attend at the Court House Door at Annapolis, Maryland, on the 31st day of July, 1958, at 11:30 o'clock A.M. then and there proceed to sell and did sell said property mentioned in these proceedings at public sale to the highest bidder, said property being described as follows:

All that lot of ground in the Second Election District, Anne Arundel County, Maryland, known as Lot No. 20 as shown on the Plat of Arundel Ridge, said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, page 48.

And he sold the above described property to Marcus C. Gibson, for the sum of One Thousand One Hundred Fifty Dollars ($1,150.00), he being the highest bidder therefor.

Respectfully submitted,

Morris Turk

Morris Turk

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 31st day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Morris Turk, Assignee named above, and made oath in due form of law that he is competent to testify to and has personal knowledge that the matters and things statedin the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Naomi K Cof

Notary Public

FILED
1958 AUG -1 AM 11:49

10

ORDER NISI

LIBER 115 PAGE 483

Morris Turk, Assignee

versus

Arundel Ridge Corporation,
a body corporate

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,758 Equity

Ordered, this 1st day of August, 1958, That the sale of the Property in these Proceedings mentioned, made and reported by Morris Turk, Assignee, ~~XXXXXXX~~

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

The report states that the amount of sale ~~XXXXX~~ was $ 1,150.00.

George V. Cromwell, Clerk.

True Copy,

TEST: Clerk.
Filed 1 August, 1958, at 12:10 P. M.

(Final Order)

Morris Turk, Assignee

versus

Arundel Ridge Corporation,
a body corporate

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st day of October finally, 1958 that the sale made and reported by the ~~XXXXXX~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~XXXXX~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Crane
Judge.

FILED
1958 OCT. 31
PM 3:20

11

MORRIS TURK.
Solicitor
Maryland Inn, Annapolis, Md.

Assignee's Sale

OF IMPROVED FEE SIMPLE PROPERTY

LOCATED NEAR CHESTERFIELD. SECOND ELECTION DISTRICT. ANNE ARUNDEL COUNTY, MARYLAND

By virtue and under the Power of Sale contained in a mortgage from Arundel Ridge Corporation, a body corporate, to Marcus C. Gibson, dated July 27, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 531, folio 500 and assigned to the undersigned for the purpose of foreclosure, default having occurred in said mortgage, the following property and improvements thereon will be offered for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Thursday,
JULY 31, 1958
at 11:30 o'clock A.M.

All that lot of ground in the Second Election District, Anne Arundel County, Maryland, known as Lot No. 20 as shown on the Plat of Arundel Ridge, said plat recorded among the Plat Records of Anne Arundel County in Plat Book [illegible] page 48 (formerly Cabinet F, Rod A-5, Plat 5).

BEING the same property acquired by Arundel Ridge Corporation, by deed dated July 27, 1949 from Marcus C. Gibson, et al, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 531, folio 493.

This property is improved by a log cabin, containing living room, kitchen, two bedrooms, utility room, incomplete club room, well, but no electricity.

TERMS OF SALE: A deposit of 10 per cent of the purchase price will be required of the purchaser at the time of sale. The balance, with interest at 6 per cent, to be paid upon final ratification of sale. Taxes, public charges and other expenses, if any, to be adjusted to date of sale.

MORRIS TURK
Assignee

GEORGE W. SCIBLE
Auctioneer.

Jy-29

LIBER 115 PAGE 484 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 11, 1958

We hereby certify, that the annexed

Assignee's Sale
No. 12,758 Equity
Marcus C. Gibson
Folio 500

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for one ~~successive weeks~~ before the 31st day of July, 1958. The ~~first~~ insertion being made the 24th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marcus Tate

FILED
1958 AUG 12 PM 1:11

LIBER 115 PAGE 485 OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1958

We hereby certify, that the annexed

Chesapeake Title

No. 12,758 Equity

Thomas C. Gibson

Solicitor

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 31 st day of July, 1958. The first insertion being made the 10 th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Morris Tate

FILED
1958
AUG 12 PM 1:11

MORRIS TURK,
Solicitor
Maryland Inn, Annapolis, Md.

ASSIGNEE'S SALE

OF IMPROVED FEE SIMPLE PROPERTY

LOCATED NEAR CHESTERFIELD, SECOND ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue and under the Power of Sale contained in a mortgage from Arundel Ridge Corporation, a body corporate, to Marcus C. Gibson, dated July 27, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 531, folio 500 and assigned to the undersigned for the purpose of foreclosure, default having occurred in said mortgage, the following property and improvements thereon will be offered for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Thursday,
JULY 31, 1958
at 11:30 o'clock A.M.

All that lot of ground in the Second Election District, Anne Arundel County, Maryland, known as Lot No. 20 as shown on the Plat of Arundel Ridge, said plat recorded among the Plat Records of Anne Arundel County in Plat Book 9, page 48 (formerly Cabinet 1, Rod A-5, Plat 5).

BEING the same property acquired by Arundel Ridge Corporation, by deed dated July 27, 1949 from Marcus C. Gibson, et al, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 531, folio 493.

This property is improved by a log cabin, containing living room, kitchen, two bedrooms, utility room, incomplete club room, well, but no electricity.

TERMS OF SALE: A deposit of 10 per cent of the purchase price will be required of the purchaser at the time of sale. The balance, with interest at 6 per cent, to be paid upon final ratification of sale. Taxes, public charges and other expenses, if any, to be adjusted to date of sale.

MORRIS TURK
Assignee

GEORGE W. SCIBLE
Auctioneer.

Jy-29

LIBER 115 PAGE 487 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. 12,758 Equity.

MORRIS TURK, Assignee
versus
ARUNDEL RIDGE CORPORATION, a body corporate.

Ordered this 1st day of August, 1958, that the sale of the property in these proceedings mentioned, made and reported by Morris Turk, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of September next; provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of September next.

The report states that the amount of sale was $1,150.00.

GEORGE T. CROMWELL,
Clerk.

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

A-25

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 3, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,758
Arundel Ridge Corp.
$1,150.00

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 3641 1958 SEP -3 PM 3:53 By H. Tilghman

14

In the Case of

Morris Turk,
Assignee
vs.
Arundel Ridge Corporation,
a body corporate

In the
Circuit Court
For
Anne Arundel County
No. 12,758 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.

January 7, 1958

Auditor.

FILED
1959 JAN -8 AM 11:03

Dr. Morris Turk, Assignee vs. Arundel Ridge Corporation, a body corporate in ac.

To Assignee for Commissions, viz:	64	23		
To Assignee for Fee (Order 1/6/59), viz:	75	00	139	23
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	42	75		
Jos. W. Alton, Jr. - Sheriff's costs	2	50		
Shirley Miller - stenographer's fee	10	00		
Auditor - stating this account	13	50	78	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	33	75		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	16	08		
Clerk of Court - recording assignment	1	00		
Globe Indemnity Co. - bond premium	10	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps		83		
One-half State documentary stamps		82		
Naomi K. Cox - notary fee		50	101	98
To Assignee for Taxes, viz:				
1957 State and County taxes	29	21		
1958 State and County taxes ($27.90) - adjusted to 7/31/58	16	27	45	48
To Marcus C. Gibson, mortgagee - this balance on account mortgage claim	790	23	790	23
			1,155	67
Amount of mortgage claim filed	1,537	83		
Cr. Amount allowed above	790	23		
Balance subject to decree in personam	747	60		

16

with

Morris Turk, Assignee

Cr.

1958				
July	31	Proceeds of Sale	1,150 00	
		Interest on deferred payment of $1,035.00 - 30 days	5 67	1,155 67
				1,155 67

ORDER NISI LIBER 115 PAGE 491

Morris Turk,

Assignee

VERSUS

Arundel Ridge Corporation,

a body corporate

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,758 Equity.

ORDERED, This 8th day of January, 1959, 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 13th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of February next.

[signature]

1959 JAN -8 AM 11:03

FILED

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of February, 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~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 FEB 14 PM 11:57

[signature] Michaelson Judge.

8

LIBER 115 PAGE 492

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. 12,758 Equity

Morris Turk, Assignee
versus
Arundel Ridge Corporation, a body corporate

Ordered, this 8th day of January, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unles cause to the contrary be shown on or before the 13th day of Februray next; Provided, a copy of this Order be Inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of February next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

J-23

FILED

No. M. G. 16 1959 JAN 30 PM 12:56

19

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 30, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,758

Auditor Account

Arundel Ridge

Corporation.

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 13th day of February, 1959. The first insertion being made the 9th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

LIBER 115 PAGE 493

In the Matter of the Sale of the * No. 12,907 Equity
Mortgaged Real Estate of Donald * In the Circuit Court for
Pratt and Ruth G. Pratt, 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 OCT 14 AM 11:20

LIBER 115 PAGE 494

LIBER 1060 PAGE 403

L 3211

Equity No. 12,907

This Mortgage, made this 9th day of September in the year one thousand nine hundred and Fifty-six, between Donald Pratt and Ruth G. Pratt, his wife of , 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 Fifteen Thousand, Seven Hundred Fifteen and No/100 ($15,715.00) 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 % per annum, in the manner following:

By the payment of One hundred Fifteen ($115.00) 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 7th 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 lot(s) of ground situate and lying in State of Maryland and described as follows:

All that Lot or Parcel of ground known and designated as Lot No. 2 B, as shown on a Plat of Arundel Plaza, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 26, Page 43.

BEING the same property conveyed to the within-named Mortgagors by Leo J. Cormier and Annette R. Cormier, 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 OCT 14 AM 11:21

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:

Pauline M. Bozman

Pauline M. Bozman

Donald Pratt (SEAL)
Donald Pratt

Ruth G. Pratt (SEAL)
Ruth G. Pratt

(SEAL)

5

LIBER 1060 PAGE 406 LIBER 115 PAGE 497

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 7th day of September, in the year one thousand, nine hundred and Fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Donald Pratt one of x the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) subscribed to the within Mortgage, and acknowledged that executed the same for the purposes therein contained, and also acknowledged the foregoing Mortgage to be 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
Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/6/57

STATE OF PENNSYLVANIA, County of LAWRENCE, to wit:

I hereby certify, that on this 5th day of September, 1956, for me, the subscriber, a Notary Public of the State of Pennsylvania in and for the County aforesaid, one of the above named mortgagtors PERSONALLY APPEARED and acknowledged the aforegoing instrument to be her act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

MISS ELSIE F. GRIEDER, Notary Public
NEW WILMINGTON, LAWRENCE CO., PA.
My Commission Expires Jan. 15, 1959

Miss Elsie F. Grieder
Notary Public

Rec'd for record Sept. 10, 1956, at 3:17 P.M.
Mailed to W. W. Townshend, Jr.

JBB L-3211

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

MORTGAGE

FROM

DONALD PRATT, and

RUTH G. PRATT, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record ..... 19 ..... at ..... o'clock ..... M.

Same day recorded in Liber ..... No. ..... folio ..... &c. one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.

Cost of Record $ 750

RECORDED IN LIBER GTC
NO. 1060 FOLIO 403
GEO. T. GROMWELL, CLERK

RECORDED
LAND RECORDS OF
ANNE ARUNDEL COUNTY
956 SEP 10 PM 3:17

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

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

OF

Equity No. 13,907

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Donald Pratt and Ruth G. Pratt, his wife, dated September 17, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1060, folio 403, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

WEDNESDAY, NOVEMBER 12, 1958

at 1:30 o'clock P. M.

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

KNOWN AND DESIGNATED as Lot No. 2 - B, as shown on a Plat of Arundel Plaza, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 26, page 43.

BEING the same property conveyed to them by Leo J. Cormier and Annette R. Cormier, his wife, by deed dated September 7, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1060, folio 401.

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

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Maryland Gazette Press
October 16, 23, 30, 1958
November 6, 1958

FILED

1958 OCT 14 AM 11:21

6

In the Matter of the Mortgaged	No. 12,907	Equity
Real Estate of Donald Pratt and	In the Circuit Court for	
Ruth G. Pratt, 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 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 5th day of November, 1958.

Grace Senseney
Grace Senseney, Notary Public
My commission expires 5/4/59

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1958 NOV 10 PM 2:46

7

In the Matter of the Mortgaged * No. 12,907 Equity

Real Estate of Donald Pratt and * In the Circuit Court for

Ruth G. Pratt, his wife * Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Donald Pratt and Ruth G. Pratt, his wife, dated September 17, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1060, folio 403		$15,715.00
Total amount paid on principal	$644.61	
Credit expense account	35.98	680.59
		$15,034.41
Interest, balance due July, 1958	$ 60.00	
Interest, 8/1/58 to 10/31/58	226.05	
Interest, 11/1/58 to 11/12/58	30.14	316.19
Total amount of mortgage indebtedness		$15,350.60

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of November, 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. JUNE

FILED

1958 NOV 10 PM 2:47

8

LIBER 115 PAGE 501

NEW AMSTERDAM CASUALTY COMPANY

LIBER 9 PAGE 463

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

A STOCK COMPANY

Equity No. 12,907

BOND NO. 279503

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 SIXTEEN THOUSAND AND NO/100 ($16,000.00) 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 10th day of November, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Donald Pratt and Ruth G. Pratt, his wife, to United Federal Savings and Loan Association, bearing date September 17, 1956, and recorded among the Land Records of Anne Arundel in Liber G.T.C. No. 1060, Folio 403, 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 b 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 Sensenney
Grace Sensenney

William W. Townshend Jr. (SEAL)
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 filed and approved
this 10th day of November 1958
George J Cromwell, Clerk

FILED
1958 NOV 10 PM 2:47

9

LIBER 115 PAGE 502 No. 12,907 Equity

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 Donald Pratt and Ruth G. Pratt, his wife, dated September 17, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1060, folio 403, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wednesday, November 12, 1958

AT 1:30 O'CLOCK P.M.

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

KNOWN AND DESIGNATED as Lot No. 2-B, as shown on a Plat of Arundel Plaza, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 26, page 43.

BEING the same property conveyed to them by Leo J. Cormier and Annette R. Cormier, his wife, by deed dated September 7, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1060, folio 401.

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 NOV 15 AM 10:45

01

LIBER 115 PAGE 503

No. 12,907 Equity

Annapolis, Maryland
November 12, 1958

I hereby certify that I have this 12th day of November, 1958, sold the property of William W. Townshend, Jr., known as Lot No. 2-B, Arundel Plaza, Third Election District, Anne Arundel County, Maryland, unto

Leo J. Cormier and Annette R. Cormier

at and for the sum of $16,160.00

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

Robert H. Campbell

Annapolis, Maryland
November 12, 1958

I/We hereby certify that I/we have this 12th day of November, 1958, purchased from William W. Townshend, Jr., Attorney, the property known as Lot No. 2-B, Arundel Plaza, Third Election District, Anne Arundel County, Maryland, at and for the sum of

$16,160.00

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

Leo J. Cormier Purchaser

Annette R. Cormier, Purchaser

FILED

1958 NOV 15 AM 10:45

In the Matter of the Mortgage * No. 12,907 Equity
Real Estate of Donald Pratt and * In the Circuit Court for
Ruth G. Pratt, 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 Donald Pratt and Ruth G. Pratt, his wife, dated September 17, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1060, folio 403, said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property herein 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 Connty, 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 Wednesday, November 12, 1958, at 1:30 o'clock P.M. and then and there sold the said property to Leo J. Cormier and Annette R. Cormier, his wife, at and for the sum of Sixteen Thousand One Hundred Sixty Dollars ($16,160.00), being at that figure the highest bidder therefor, said property described as follows:

All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, state of Maryland, known and designated as Lot No. 2-B, as shown on a Plat of Arundel Plaza, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 26, page 43.

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

FILED

1958 NOV 15 AM 10:44

12

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 ratitication 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 14th day of November, 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

GRACE SENSEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

13

LIBER 115 PAGE 506

ORDER NISI

IN THE MATTER OF THE MORTGAGE REAL ESTATE OF DONALD PRATT and ~~XXXXXX~~ RUTH G. PRATT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,907 Equity

Ordered, this 15th day of November, 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 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.

The report states that the amount of sale was $ 16,160.00

FILED 1958 NOV 15 AM 10:44
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGE REAL ESTATE OF DONALD PRATT and ~~XXXXXX~~ RUTH G. PRATT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of December, 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 DEC 23 PM 2:00

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 Donald Pratt and Ruth G. Pratt, his wife, dated September 17, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1060, folio 403, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wed., Nov. 12, 1958
at 1:30 o'clock P. M.

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

KNOWN AND DESIGNATED as Lot No. 2-B, as shown on a Plat of Arundel Plaza, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 26, page 43.

BEING the same property conveyed to them by Leu J. Cormier and Annette R. Cormier, his wife, by deed dated September 7, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1060, folio 401.

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.

N-6

15

LIBER 115 PAGE 507 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 17, 1958

We hereby certify, that the annexed

Attorney's Sale

Donald Pratt

12,907

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 November, 1958. The first insertion being made the 16th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED
1958
NOV 19 PM 3:42

LIBER 115 PAGE 508 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. 12,907 Equity

In the Matter of the Mortgaged Real Estate of
DONALD PRATT and
RUTH G. PRATT, his wife

Ordered, this 15th day of November, 1958, That the sale of the property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of 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.

The report states that the amount of sale was $16,160.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., Dicembre 15, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,907

Donald Pratt

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of Dicembre, 1958. The first insertion being made the 20th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

1958 DEC 16 AM 11:25

No. M. G. 5420

16

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~vs~~
Donald Pratt
and
Ruth G. Pratt, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,907 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Jinkling
Auditor.

January 3, 1959

FILED
1959 JAN -5 PM 1:01

Dr.

In the Matter of the Sale of the Mortgaged Real Estate of Donald Pratt and Ruth G. Pratt, his wife

in ac.

To Attorney for Commissions, viz:	518	26		
To Attorney for Fee, viz:	100	00	618	26
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	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		
Speer Publications, Inc. - handbills	11	50		
New Amsterdam Casualty Co. - bond premium	64	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	9	08		
One-half State documentary stamps	9	07		
Grace Senseney - notary fees	1	50	196	67
To Attorney for Taxes, viz:				
1958 garbage tax - adjusted	5	67	5	67
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - in full for mortgage claim	15,350	60	15,350	60
To Donald Pratt and Ruth G. Pratt, his wife, mortgagors - this balance	77	64	77	64
			16,300	34

18

with

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

Cr.

1958						
Nov.	12	Proceeds of Sale	16,160	00		
		Interest on deferred payment of $15,660.00 to 12/30/58	115	28	16,275	28
		Refund 1958 State and County taxes ($188.38) - 1 month 18 days	25	06	25	06
			16,300	34		

ORDER NISI LIBER 115 PAGE 512

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

VERSUS

Donald Pratt

and

Ruth G. Pratt, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 12,907 Equity.

ORDERED, This 5th day of January, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.

George T. Connell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of February, 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~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 FEB 11 PM 3:13

Benjamin Michaelson

Judge

20

LIBER 115 PAGE 513 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. 12,907 Equity

In the Matter of the Sale of the Mortgaged Real Estate of DONALD PRATT and RUTH G. PRATT, his wife

Ordered, this 5th day of January, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
J-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,907

Auditor Account

Donald Pratt

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of February, 1959. The first insertion being made the 8th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 16 8 7 7 1959 FEB -3 PM 1:26 By Hazel Tilghman et al

21

LIBER 115 PAGE 514

In the Matter of the Sale of the * No. 12,908 Equity
Mortgaged Real Estate of Howard A. * In the Circuit Court for
Ford and Edith B. Ford, his wife * Anne Arundel County
17-466

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in Mortgage

FILED
1958 OCT 14 AM 11:20

LIBER 115 PAGE 515

LIBER 1138 PAGE 531

Equity No. 12,968 3626

First purchase money

This Mortgage,

made this 26th day of July in the year one thousand nine hundred and fifty-seven, between HOWARD A. FORD and EDITH B. FORD, 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

THREE THOUSAND DOLLARS ----------($3,000.00)

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 TWENTY SIX DOLLARS ----------($26.00) 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 Eighth Elect. Dist., Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lot No. 73 of that subdivision of land known as and called "Fairview, Section 1" as per plat recorded among the Plat Records of Anne Arundel County in Plat Book 9, Folio 19.

BEING the same property conveyed to the within-named Mortgagors by Frank R. Monroe, Jr., and Loraine M. Monroe, 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 OCT 14 AM 11:20

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.

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. Nor to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

Howard A Ford ..... (SEAL)
Howard A. Ford

Edith B. Ford ..... (SEAL)
Edith B. Ford

..... (SEAL)

4

LIBER 115 PAGE 518

LIBER 1138 PAGE 534

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 26th 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 said County, personally appeared Howard A. Ford and Edith B. Ford, 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 G. 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.

Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/4/59

Rec'd for record July 29 1957 at 12.46 PM.
Mailed to Wm. W. Townshend, Jr.

L-3626 F (2)

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

First purchase money

MORTGAGE

FROM

Howard A. Ford and

Edith B. Ford, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

750

Received for record ..... 19 ..... at ..... o'clock ..... M.

Same day recorded in Liber ..... No. ..... folio ..... &c. one of the Land Records of Anne Arundel County ..... and examined per ..... 1957 JUL 29 PM 12:46 ..... Clerk.

Cost of Record $ ..... & RECORDED IN LIBER G.I.C. NO. 1138 FOLIO 531
GEO. I. CROMWELL, CLERK

LAND RECORDS OF ANNE ARUNDEL COUNTY

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 12908 Equity

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Howard A. Ford and Edith B. Ford, his wife, dated July 26, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1138, folio 531, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

WEDNESDAY, NOVEMBER 12, 1958

at 11:45 o'clock A. M.

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

KNOWN AND DESIGNATED as Lot No. 73 of that subdivision of land known as and called "Fairview, Section 1" as per plat recorded among the Plat Records of Anne Arundel County in Plat Book 9, folio 19.

BEING the same property conveyed to the within-named Mortgagors by Frank R. Monroe, Jr., and Loraine M. Monroe, his wife, by deed dated July 26, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1138, folio 529.

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

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette Press
October 16, 23; 30, 1958
November 6, 1958

FILED
1958 OCT 14 AM 11:20

6

LIBER 115 PAGE 520

In the Matter of the Mortgaged * No. 12,908 Equity
Real Estate of Howard A. Ford * In the Circuit Court for
and Edith B. Ford, 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 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 5th day of November, 1958.

Grace Senseney
Grace Senseney, Notary Public

My commission expires 5/4/59

FILED

1958 NOV 10 PM 2:46

7

In the Matter of the Mortgaged * No. 12,908 Equity
Real Estate of Howard A. Ford * In the Circuit Court for
and Edith B. Ford, his wife * Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Howard A. Ford and Edith B. Ford, his wife, dated July 26, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1138, folio 531		$3000.00
Total amount paid on principal	$128.48	
Credit expense account	44.17	$ 172.65
Interest 9/1/58 to 10/31/58	$ 28.72	$2827.35
Interest 11/1/58 to 11/12/58	5.74	34.46
		$2861.81
Late charges		4.50
Total amount of mortgage indebtedness		$2866.31

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of November, 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 NOV 10 PM 2:46

8

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

Equity No. 12,908

BOND NO. 279480

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 THREE THOUSAND AND NO/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 6th day of November, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Howard A. Ford and Edith B. Ford, his wife, to United Federal Savings and Loan Association, bearing date July 26, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1138, Folio 531, 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:

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 filed and approved
this 10th day of November 1958
George T Cromwell, Clerk

9

FILED
1958 NOV 10 PM 2:47

LIBER 115 PAGE 523

ROBERT H. CAMPBELL — No. 12,908 Equity — 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 Howard A. Ford and Edith B. Ford, his wife, dated July 26, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1138, folio 531, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wednesday, November 12, 1958

AT 11:45 O'CLOCK, A. M.

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

KNOWN AND DESIGNATED as Lot No. 73 of that subdivision of land known as and called "Fairview, Section 1" as per plat recorded among the Plat Records of Anne Arundel County in Plat Book 9, folio 19.

BEING THE same property conveyed to the within-named Mortgagors by Frank R. Monroe, Jr., and Loraine M. Monroe, his wife, by deed dated July 26th, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1138, folio 529.

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 NOV 15 AM 10:45

9\

No. 12,908 Equity

Annapolis, Maryland
November 12, 1958

I hereby certify that I have this 12th day of November, 1958, sold the property of William W. Townshend, Jr., Attorney, known as Lot No. 73, Section 1, Fairview, Eighth Election District, Anne Arundel County, Maryland, unto E. T. Chewning

at and for the sum of $4275.00

being then and there the highest bidders therefor.

Robert H. Campbell

Annapolis, Maryland
November 12, 1958

I/We hereby certify that I/we have this 12th day of November, 1958, purchased from William W. Townshend, Jr., Attorney, the property known as ~~parcel of land~~ Lot No. 73, Section 1, Fairview, Eighth Election District, Anne Arundel County, Maryland, at and for the sum of

$4275.00

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

4275.00

E. T. Chewning Purchaser

By A. A. Hevermill
Purchaser

By: A. A. Hevermill

FILED

1958 NOV 15 AM 10:45

11

In the Matter of the Mortgaged * No. 12,908 Equity
Real Estate of Howard A. Ford * In the Circuit Court for
and Edith B. Ford, 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 Howard A. Ford and Edith B. Ford, his wife, dated July 26, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1138, folio 531, 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 Wednesday, November 12, 1958 at 11:45 o'clock A.M., and then and there sold the said property to E. T. Chewning, at and for the sum of Four Thousand Two Hundred Seventy-five Dollars ($4275.00), being at that figure the highest bidder therefor, said property described as follows:

All that lot of ground situate, lying and being in the Eighth Election District, Anne Arundel County, State of Maryland, known and designated as Lot No. 73 of that subdivision of land known as and called "Fairview, Section 1" as per plat recorded among the Plat Records of Anne Arundel County in Plat Book 9, folio 19.

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 NOV 15 AM 10:45

12

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

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of November, 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

LIBER 115 PAGE 527

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HOWARD A. FORD and ~~WIFE~~ EDITH B. FORD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,908 Equity

Ordered, this 15th day of November, 1958, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of 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.

The report states that the amount of sale was $4,275.00

FILED 1958 NOV 15 AM 10:45
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HOWARD A. FORD and ~~WIFE~~ EDITH B. FORD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of December, 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 DEC 23 PM 1:59

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 Howard A. Ford and Edith B. Ford, his wife, dated July 26, 1957, and recorded among the Land Records of Anne Arundel County, in Liber GTC No. 1138, folio 531, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Wed., Nov. 12, 1958
at 11:45 o'clock A. M.

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

KNOWN AND DESIGNATED as Lot No. 73 of that subdivision of land known as and called "Fairview, Section 1" as per plat recorded among the Plat Records of Anne Arundel County in Plat Book 9, folio 19.

BEING the same property conveyed to the within-named Mortgagors by Frank R. Monroe, Jr., and Loraine M. Monroe, his wife, by deed dated July 26, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1138, folio 529.

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.

N-6

LIBER 115 PAGE 528 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 17, 1958

We hereby certify, that the annexed

Attorney's Sale

Howard A. Ford

12 908

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 November, 1958. The first insertion being made the 16th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 NOV 18 AM 10:17

By H. Tilghman

LIBER 115 PAGE 529

227 ST PAUL STREET
BALTIMORE, MD.

New Amsterdam Casualty Company

A STOCK COMPANY

60 JOHN STREET
NEW YORK

LIBER 9 PAGE 473

No. 12,908 Equity

BOND NO. 279480

ADDITIONAL BOND

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 THIRTEEN HUNDRED AND NO/100 ($1300.00) 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 19th day of November, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Howard A. Ford and Edith B. Ford, his wife, to United Federal Savings and Loan Association, bearing date July 26, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1138, Folio 531, the said William W. Townshend Jr. as Attorney-in-Mortgage, is authorized and empowered to make sale of the property described in said Mortgage incase 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:

William W. Townshend Jr. (SEAL)

Witness as to Surety:

S. Alvey

NEW AMSTERDAM CASUALTY COMPANY

BY: R. H. Nichole, Attorney-in-fact

Bond approved this 21st day of November 1958.

George T. Cromwell, Clerk

FILED

1958 NOV 21 AM 11:38

16

LIBER 115 PAGE 530 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. 12,908 Equity

In the Matter of the Mortgaged Real Estate of
HOWARD A. FORD and
EDITH B. FORD, his wife

Ordered, this 15th day of November, 1958, That the sale of the property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 22nd day of 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.

The report states that the amount of sale was $4,275.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

D-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 16, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,908

Howard A. Ford

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of December, 1958. The first insertion being made the 20th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 DEC 16 AM 10 25

By Hazel Tilghman

No. M. G. 8419

17.

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~XSX~~
Howard A. Ford
and
Edith B. Ford, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,908 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklevy
Auditor.

January 5, 1959

FILED
1959 JAN -5 PM 1:00

8

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Howard A. Ford and Edith B. Ford, his wife in ac.

To Attorney for Commissions, viz:	159	16		
To Attorney for Fee, viz:	100	00	259	16
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Auditor - stating this account	13	50	55	00
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		
Speer Publications, Inc. - handbills	11	19		
New Amsterdam Casualty Co. -bond premiums	17	20		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Grace Senseney - notary fees	1	50	136	36
To United Federal Savings & Loan Ass'n Of Glen Burnie, Md., mortgagee - in full for mortgage claim filed	2,866	31	2,866	31
To Frank A. Monroe, Jr., and Loraine M. Monroe, his wife, second mortgagees - this balance on account mortgage claim	1,003	08	1,003	08
			4,319	91
Amount of second mortgageclaim filed	2,951	81		
Cr. Amount allowed above	1,003	08		
Balance due	1,948	73		

19

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

1958							
Nov.	12	Proceeds of Sale		4,275	00		
		Interest on deferred payment of $3,775.00 to 12/30/58		30	21	4,305	21
		Refund 1958 State and County taxes ($108.36) - 1 month 18 days		14	70	14	70
						4,319	91

LIBER 115 PAGE 534

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Howard A. Ford and Edith B. Ford, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 12,908 Equity.

ORDERED, This 5th day of January, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of February, 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 FEB 11 PM 3:12

Benjamin Michaelson
Judge

LIBER 115 PAGE 535 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
12,908 Equity

In the Matter of the Sale of the Mortgaged Real Estate of HOWARD A. FORD, and EDITH B. FORD, his wife

Ordered, this 5th day of January, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next:

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,908
Auditor account

Howard A. Ford

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of February, 1959. The first insertion being made the 8th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED
1959 FEB -3 PM 1 25

No. M. G. 16879

32

MRS. C. C. LAW, also known as GERTRUDE LAW Churchton, Maryland	:	NO. 12,901 EQUITY
	:	IN THE
vs	:	CIRCUIT COURT
CHARLES F. MARKEY, JR. and ELISABET M. MARKEY, his wife also known as ELIZABETH M. MARKEY Churchton, Maryland	:	FOR
	:	ANNE ARUNDEL COUNTY
VIRGIL E. BURNER, and RUBY R. BURNER, his wife 3113 2nd Road North Arlington, Virginia Mortgagees of Lot 19, Block 2, of Cape Anne	:	
	:	
and all persons having or claiming to have any interest in property known as Lot 19, Block 2, and improvements, as shown on the Plat of Cape Anne, formerly Cape Battee, Anne Arundel County, State of Maryland	:	
	:	

BILL OF COMPLAINT TO

FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, Mrs. C. C. Law, also known as Gertrude Law, by her Attorneys, William W. Townshend, Jr., and William E. Kirk, respectfully states:

1. That on October 10, 1955, the Certificate of Tax Sale No. 2768 attached hereto, pertaining to Lot 19, Block 2, as shown on the Plat of Cape Anne, recorded among the Plat Records of Anne Arundel County in Plat Book 6, Page 35, and marked "Complainant's Exhibit No. 1", was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainant, which Certificate is prayed to be taken as part hereof.

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

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1958 OCT -9 PM 1:01

Certificate No. 2768 - Property in the Seventh Election District of Anne Arundel County, Maryland, described as Lot 19, Block 2, 50 x 100 as shown on the plat of Cape Anne.

which lot, at the time of the tax sale, was assessed to Charles F. Markey and Elizabeth M. Markey, his wife, also known as Elisabet M. Markey, and was conveyed to the said Charles F. Markey and Elisabet M. Markey, his wife, as Tenants by the Entireties by deed from Virgil E. Burner and Ruby R. Burner, his wife, dated February 15, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 668, Folio 116, and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 10, 1955, was Twenty-six Dollars and Forty-two Cents ($26.42).

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

Charles F. and Elizabeth M. Markey
Churchton, Maryland
Lot 19, Blk 2, 50 x 100
Cape Anne

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to said Lot 19, Block 2, Cape Anne in the Seventh Election District of Anne Arundel County was vested in the names of Charles F. Markey and Elisabet M. Markey, also known as Elizabeth M. Markey, his wife at the time of the tax sale.

5. That according to the Land Records of Anne Arundel County, Charles F. Markey and Elisabet M. Markey, his wife, mortgaged said Lot 19, Block 2, Cape Anne, to the defendants Virgil E. Burner and Ruby R. Burner, for the amount of Two Hundred Fifty Dollars ($250.00), dated February 15, 1952, and recorded in Liber J.H.H. 668, Folio 119, and that the above mentioned records show no release for this mortgage.

6. That the aforesaid lot of ground has not been redeemed by any party in interest, although more than one year and one day from this date of sale of said property has expired; and that this proceeding is brought under the statute relating to Tax Sales made after the effective date of the Acts

of 1943 of the General Assembly of Maryland, namely, Sections 92 through 123, Article 81 of the Annotated Code of Maryland (1957 Edition) as amended.

7. That it appears that the defendants herein, according to the Records of the Orphans Court, the Assessment Records, and the Land Records of Anne Arundel County, reside in the State of Maryland or are non-residents as indicated in the title to this cause, and therefore your Complainant prays for process directed to the aforesaid resident and non-resident defendants, at their last known addresses above set forth, as the addresses of the said defendants.

8. The amount necessary for the redemption of the above entitled property is as follows:

Charles F. and Elizabeth M. Markey, Certificate No. 2768 - $26.42 which is the amount paid for said property, as the same appears on the Certificate of Tax Sale, with interest at the rate of six per cent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest, penalties and costs, paid by the Complainant herein, subsequent to the date of sale of said property, as provided for under the Provisions of Article 81 aforesaid, as amended.

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

TO THE END, THEREFORE,

(a) That this Court pass a final decree foreclosing all the rights of redemption of the defendants herein, in and to the aforesaid Lot 19, Block 2, as shown on the Plat of Cape Anne, in the Seventh Election District of Anne Arundel County, Maryland.

(b) That the Court pass a final decree whereby there will be vested in the Complainant, an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the defendants and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the 18th day of December, 1958, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

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

AND AS IN DURY BOUND, etc.

Gertrude Law
Gertrude Law, also known as
Mrs. C. C. Law
Complainant

TOWNSHEND AND KIRK
Attorneys for Complainant

By: William E. Kirk
William E. Kirk
Towns-Worth Building
150 South Street
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of October, 1958, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mrs. C. C. Law, also known as Gertrude Law, the above named Complainant, and she made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of her knowledge, information, and belief.

WITNESS my hand and Notarial Seal.

Grace Senseney
Notary Public

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

LIBER 115 PAGE 540 ...6. 12, 901 Gantz

Nº 2768 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, ____County Treasurer____, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1955, I sold to Mrs C. C. Law Churchton. Md at public auction for the sum of 26 42 Dollars and ____ Cents, of which 26 42 Dollars has been paid as a deposit on the property in Dist # 7 described as Lot 19 Blk 2 50 x 100 as shown on the plat of Pope Cove and assessed to Charles F & Elizabeth M Markey

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

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

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

My Commission Expires May 6, 1957

FILED

1958 OCT -9 PM 1:01

Complainant's Exhibit No. 1

5

LIBER 115 PAGE 541

MRS. C. C. LAW, also known as GERTRUDE LAW Churchton, Maryland	:	NO. 12,901 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
CHARLES F. MARKEY, JR. and ELISABET M. MARKEY, his wife also known as ELIZABETH M. MARKEY Churchton, Maryland	:	FOR
	:	ANNE ARUNDEL COUNTY
VIRGIL E. BURNER, and RUBY R. BURNER, his wife 3113 2nd Road North Arlington, Virginia Mortgagees of Lot 19, Block 2, of Cape Anne	:	
and all persons having or claiming to have any interest in property known as Lot 19, Block 2, and improvements, as shown on the Plat of Cape Anne, formerly Cape Battee, Anne Arundel County, State of Maryland	:	

ORDER OF PUBLICATION

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

All that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

> Lot 19, Block 2, 50 x 100, as shown on the Plat of Cape Anne as recorded among the Plat Records of Anne Arundel County in Plat Book 6, page 35.

Being the same lot of ground described in a deed from Virgil E. Burner and Ruby R. Burner, his wife, to Charles F. Markey and Elisabet M. Markey, his wife, dated February 15, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 668, Folio 116.

FILED

1958 OCT -9 PM 1:01

6

The Bill further states that there is an existing mortgage on said property from Charles F. Markey and Elisabet M. Markey, his wife, to Virgil E. Burner and Ruby R. Burner, his wife, dated February 15, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 668, folio 119, in the amount of Two Hundred Fifty Dollars ($250.00).

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

It is thereupon, this 9th day of October, 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 18th day of December, 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

George T. Cromwell Clerk

TRUE COPY TEST:

_____

Clerk

7

In The Circuit Court For Anne Arundel County No. 12,901 Equity

MRS. C. C. LAW, also known as GERTRUDE LAW
Churchton, Maryland
vs.
CHARLES F. MARKEY, JR. and ELISABET M. MARKEY, his wife also known as ELIZABETH M. MARKEY
Churchton, Maryland
VIRGIL E. BURNER, and RUBY R. BURNER, his wife
3113 2nd Road North
Arlington, Virginia
Mortgagees of Lot 19, Block 2, of Cape Anne
and all persons having or claiming to have any interest in property known as Lot 19, Block 2, and improvements, as shown on the Plat of Cape Anne, formerly Cape Battee, Anne Arundel County, State of Maryland.

Order Of Publication

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

All that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

Lot 19, Block 2, 50x100, as shown on the Plat of Cape Anne as recorded among the Plat Records of Anne Arundel County in Plat Book 6, page 35.

Being the same lot of ground described in a deed from Virgil E. Burner and Ruby R. Burner, his wife, to Charles F. Markey and Elisabet M. Markey, his wife, dated February 15, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 668, Folio 116.

The Bill further states that there is an existing mortgage on said property from Charles F. Markey and Elisabet M. Markey, his wife, to Virgil E. Buroer and Ruby R. Burner, his wife, dated February 15, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 668, folio 119, in the amount of Two Hundred Fifty Dollars ($250.-00.)

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

It is thereupon, this 9th day of October, 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 18th day of December, 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
N-6

LIBER 115 PAGE 543 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12, 1958

We hereby certify, that the annexed

Order of Publication
Eq. 12,901
Charles F. Markey, Jr.
et ux

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of December, 1958. The first insertion being made the 16th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 NOV 13 AM
By P. C. Tilghman

MRS. C. C. LAW, also known as GERTRUDE LAW	:	NO. 12,901 EQUITY
	:	IN THE
VS	:	CIRCUIT COURT
	:	FOR
CHARLES F. MARKEY, JR., et ux et al	:	ANNE ARUNDEL COUNTY

AFFIDAVIT OF EFFORT TO LOCATE DEFENDANT

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

I HEREBY CERTIFY that on this 21st day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William E. Kirk, and he made oath in due form of law:

1. That two "non ests" have been returned on the Defendant, Elizabeth M. Markey, also known as Elisabet M. Markey, at her Churchton, Maryland address, which is the last known address as shown on the tax records of Anne Arundel County;

2. That your affiant was informed that the said Defendant, Elizabeth M. Markey, at one time lived at 1205 - 15th Street, N.W., Apartment 306, Washington, D. C., and that a certified letter has been sent to the said Defendant at said Washington, D.C. address, and said letter was returned to the sender as indicated in these proceedings.

3. That a search of the Washington, Baltimore, and Annapolis telephone directories failed to disclose a more recent address of the Defendant, Elizabeth M. Markey.

AS WITNESS my hand and Notarial Seal.

Alice Gary
Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED
1959 JAN 21 PM 2:31

7

LIBER 115 PAGE 545

MRS. C. C. LAW, also known as GERTRUDE LAW	:	NO. 12,901 EQUITY
	:	IN THE
VS	:	CIRCUIT COURT
	:	FOR
CHARLES F. MARKEY, JR., et ux et al	:	ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

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

It is thereupon, this 21st day of January, 1959, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be, and the same is hereby, taken pro confesso against the said Defendants.

Benjamin Michaelson
Judge

10

FILED

1959 JAN 22 PM 12:36

1959 FEB 24 AM 11:46

FILED

LIBER 115 PAGE 546

MRS. C. C. LAW, also known as GERTRUDE LAW	:	NO. 12,901 EQUITY
	:	IN THE
VS	:	CIRCUIT COURT
CHARLES F. MARKEY, JR., et ux, et al	:	FOR
	:	ANNE ARUNDEL COUNTY

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial complaince with the provisions of Sections 97 to 123 of Article 81, of the Annotated Code of Maryland (1957 Edition),

It is, thereupon, this 24th day of February, 1959, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED:

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

> Lot No. 19, Block 2 as shown on the plat of Cape Anne, formerly Cape Battee, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 6, page 35.

and having been sold by the Treasurer of Anne Arundel County on October 10, 1955 for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

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

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

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

Benjamin Michaelson
Judge

FILED

1959 FEB 24 PM 3:29

LIBER 115 PAGE 547

V. CHARLES RINAUDO Assignee 2 W. Preston Street	*	IN THE CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
ALBERT L. FOLKS and WILDA V. FOLKS, his wife 417 "M" Street	*	IN EQUITY No. 12,919 Equity

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

Mr. Clerk:

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

V. Charles Rinaudo

V. Charles Rinaudo, Attorney

FILED

1958 OCT 22 AM 11:55

LIBER 115 PAGE 548

LIBER 867 PAGE 350

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

MARYLAND

MORTGAGE

No. 12,919 Equity

THIS MORTGAGE, made this 24th day of September, A. D. 1954, by and between

Albert L. Folks and Wilda V. Folks, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and Loyola Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ten thousand two hundred - Dollars ($10,200.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four & one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of Loyola Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-six dollars and seventy-one cents - - -Dollars ($ 56.71), commencing on the first day of October, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 19 79. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

Being Lot No. 33, Block A as shown on Plat of Airage Village, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 13. Improvements known as No. 417 "M" Street.

Being same lot of ground in Assignment dated even date herewith and recorded among the Land Records of Anne Arundel County prior hereto from The Home Sales Company-C to Albert L. Folks and wife.

October 15, 1958

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

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

WITNESS:

Evelyn M. Schmidt

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. Jones

James H. Jones, Vice President

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION INCORPORATED 1879 CATHERINE M. SCHMIDT

FILED

1958 OCT 22 AM 11:55

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

16—49690-6

EXHIBIT No. 1

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

36" Real Host Gas Range A 836
Youngstown dishwasher or equal
8" Standard Exhaust Fan

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of $96.00 payable in equal semi-annual instalments on the 11th days of June and December in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4

16—49890-6

1115 PAGE 550 LIBER

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 $102.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

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

Witness:

Regina Graham
Regina Graham

[SEAL]

Albert L. Folks
Albert L. Folks [SEAL]

[SEAL]

Wilda V. Folks
Wilda V. Folks [SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 24th day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Albert L. Folks and Wilda V. Folks, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Regina Graham
Regina Graham Notary Public.

Recorded-29th-Sept-1954-at-1:30-P.M.

867 PAGE 354

File in Epoxy no. 13,919

STATE OF MARYLAND

36380

Mortgage
Also index in chattels

FROM

ALBERT L. FOLKS and wife

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record Sept. 29, 1954, at 1.30 o'clock P. M.
Same day recorded in Liber J. H. H. No. 867 Folio 350 &c., one of the Land Records of U. A. Co.

and examined per

JOHN H. HOPKINS, 3rd, Clerk.

Cost of Record, $10.75 Paid

U. S. Government Printing Office 10-16880

RECORDED IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1958 OCT 22 PM 12:00

& RECORDED IN LIBER 867 FOLIO 354 GEO. T. CROMWELL, CLERK

100 Pa

LIBER 115 PAGE 552

V. CHARLES RINAUDO, ASSIGNEE 2 W. Preston Street Plaintiff	*	IN THE CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
ALBERT L. FOLKS and WILDA V. FOLKS, his wife 417 "M" Street	*	IN EQUITY No. 12,919 Equity

* * * * * * * * * * *

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 1958, before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association and made oath in due form of Law that he knows the defendant herein and that to the best of his information, knowledge and belief

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

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

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

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

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE, MD.

James H. Jones
James H. Jones, Affiant

Carolyn M. Schmidt
Carolyn M. Schmidt, Notary Public

FILED

1958 OCT 22 AM 11:55

6

LIBER 115 PAGE 553

V. CHARLES RINAUDO Assignee VS. ALBERT L. FOLKS and WILDA V. FOLKS, his wife 417 "M" Street	*	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY IN EQUITY No. 12,919 Equity

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from Albert L. Folks and Wilda V. Folks, his wife, to it dated the 24th day of September, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 867 folio 350

Original Amount of Loan dated 9/24/54	$10,200.00	
Paid on account of principal	915.88	
Balance Due		$9,284.12
Property Expense Balance, Debit		76.23
		9,360.35
Interest from May 1, 1958 through October 31, 1958		208.92
		$9,574.27

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20th day of October, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the said City of Baltimore, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

CAROLYN M. SCHMIDT NOTARY PUBLIC BALTIMORE, MD.

Carolyn M. Schmidt
Carolyn M. Schmidt, Notary Public

FILED

1958 OCT 22 AM 11:55

7

RELIANCE INSURANCE COMPANY

LIBER 115 PAGE 554

ESTABLISHED 1817
HEAD OFFICE. PHILADELPHIA. PENNA.

LIBER 9 PAGE 447

BOND NO. 0-006,471

AMOUNT $10,000.00

No. 12,919 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, V. Charles Rinaudo, of Baltimore, Maryland, and Reliance Insurance Company of Philadelphia, Pennsylvania are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand and 00/100 Dollars ($10,000.00), to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 20th day of October in the year nineteen hundred and fifty-eight.

WHEREAS, the above bounden V. Charles Rinaudo by virtue of the power contained in a mortgage from Alfred L. Folks and Wilda V. Folks, his wife to Loyola Federal Savings and Loan Association bearing date the 24th day of September ninteen hundred and fifty-four and recorded among the Land Records of Anne Arundel County in Liber JHH No. 867 Folio 350 and V. Charles Rinaudo is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH:

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

Signed, Sealed and Delivered)
in the presence of)

Carolyn M. Schmidt

Lorraine B. Bauer

V. CHARLES RINAUDO

V. Charles Rinaudo

RELIANCE INSURANCE COMPANY

L. A. Burnett

Attorney-in-Fact
L. A. Burnett

FILED
1958 OCT 22 AM 11:55

Bond Approved this 22 nd day of October 1958.
George T. Cromwell, Clerk

FORM BD 1001-A

LIBER 115 PAGE 555

V. CHARLES RINAUDO
Assignee

vs.

ALBERT L. FOLKS and
WILDA V. FOLKS, his wife
417 "M" Street

: IN THE

: CIRCUIT COURT OF
Anne Arundel County

: IN EQUITY

: : : : : : : : : : :

REPORT OF SALE

The report of V. Charles Rinaudo, Assignee of a mortgage made by Albert L. Folks and Wilda V. Folks, his wife, to Loyola Federal Savings and Loan Association and duly assigned to V. Charles Rinaudo, Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 867 folio 350 , and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette , a newspaper published in Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Monday, December 1, 1958 at 1 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

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

Being Lot No. 33, Block A as shown on Plat of Airage Village, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 13. Improvements known as No. 417 "M" Street.

FILED

1958 DEC -2 AM 9:21

9

Ground Rent $96.00 Per Annum
payable on the 11th days of June and December
in Fee Simple.

AND your Assignee sold the above described property unto

Loyola Federal Savings and Loan Association

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

Respectfully submitted,

V. Charles Rinaudo, Assignee
V. Charles Rinaudo

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 1st day of December before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared V. Charles Rinaudo the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

CAROLYN M. SCHMIDT NOTARY PUBLIC CATONSVILLE MD.

Notary Public
Carolyn M. Schmidt

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LIBER 115 PAGE 557

ORDER NISI

V. Charles Rinaudo, Assignee

versus

Albert L. Folks and
Wilda V. Folks, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,919 Equity

Ordered, this 2nd day of December, 19 58, That the sale of the Property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee

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

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

George T. Cromwell Clerk.

True Copy.

1958 DEC - 2 AM 9:21

TEST: Clerk.

(Final Order)

V. Charles Rinaudo, Assignee

versus

Albert L. Folks and
Wilda V. Folks, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of January, 1959 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 be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Ennis
Judge

FILED

1959 JAN -8 AM 9:47

11

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

SITUATE IN THE FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY MARYLAND

By virtue of the power and authority contained in a mortgage from Albert L. Folks and Wilda V. Folks, his wife, dated the 24th day of September, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H., H. No. 867, folio 350, the undersigned assignee of said mortgage (default having occurred thereunder,) will sell at public auction on the premises, on

MONDAY, DECEMBER 1, 1958
at 1:00 O'CLOCK P.M.

the following property:

Being Lot No. 33, Block A as shown on Plat of Airage Village, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-7, Plat 13. Improvements known as No. 417 "M" Street.

Subject to the payment of an annual ground rent of $96.00 payable in equal semi-annual installments on the 11th days of June and December in each and every year.

The property is improved by a two-story, brick, group home containing six rooms and one bath with gas-fired, hot air heating system.

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

For further particulars, apply to:

V. CHARLES RINAUDO,
Assignee
2. W. Preston Street
Baltimore 1, Maryland
E. T. NEWELL,
Auctioneer.

N-26

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LIBER 115 PAGE 558 OFFICI

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed Attorney's Sale

Albert L. Folks

12,919

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 December, 1958. The first insertion being made the 6th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 DEC -3 AM 11:59

By Marie Pate

LIBER 115 PAGE 559 OFFICE

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,919 Equity

V. CHARLES RINAUDO, Assignee
VERSUS
ALBERT L. FOLKS and WILDA V. FOLKS, his wife

Ordered, this 2nd day of December, 1958, That the sale of the property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

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

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

D-24.

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. 12919

Albert L. Folks

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of January, 1959. The first insertion being made the 4th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 6818

FILED
1959 JAN -7 AM 9:48

By Mary Tate

LIBER 115 PAGE 560

In the Case of

V. Charles Rinaudo,
Assignee
vs.
Albert L. Folks
and
Wilda V. Folks, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,919 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.

January 15, 1959

FILED
1959 JAN 20 PM 3:10

Dr. in ac.

V. Charles Rinaudo, Assignee vs. Albert L. Folks and Wilda V. Folks, his wife

To Assignee for Fee, in lieu of fee and commissions, as agreed, viz:	250	00	250	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court- Court costs	28	00		
Auditor - stating this account and three copies	18	00	56	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	40	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	25	00		
Reliance Insurance Company - bond premium	40	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	5	22		
Carolyn M. Schmidt - notary fees	1	50		
Registered mail		60	157	55
To Loyola Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	8,936	45	8,936	45
			9,400	00
Amount of mortgage claim filed	9,574	27		
Interest on $9,284.12 from 10/31/58 to 12/1/58 @ 4½% - 30 days	34	82		
	9,609	09		
Cr. Amount allowed above	8,936	45		
Balance subject to decree in personam	672	64		

with

V. Charles Rinaudo, Assignee

Cr.

1958				
Dec.	1	Proceeds of Sale	9,400 00	9,400 00
				9,400 00

ORDER NISI

LIBER 115 PAGE 563

V. Charles Rinaudo,
Assignee
VERSUS
Albert L. Folks
and
Wilda V. Folks, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,919 Equity.

ORDERED, This 20th day of January 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2nd day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of ~~February~~ March next.

1959 JAN 20 PM 3:

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of March, 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. ~~Auditor~~

Matthew S. Evans
Judge

FILED
1959 MAR 13 PM 2:

LIBER 115 PAGE 564 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. 12,919 Equity

V. CHARLES RINAUDO, Assignee
Versus
ALBERT L. FOLKS and
WILDA V. FOLKS, his wife

Ordered, this 20th day of January, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2nd day of March next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

F-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 11, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,919 Auditor Account

Albert L. Folks

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of March, 1959. The first insertion being made the 29th day of January, 1959.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 16468 1959 MAR 12 AM 11:47 By Hazel Tilghman

18

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
MILTON D. CLARY AND ELSIE A. CLARY, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)
		12,554 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Milton D. Clary and Elsie A. Clary, his wife to Baltimore Federal Savings and Loan Association, dated May 14th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1119 folio 264.

Walter S. Calwell
Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 SEP 13 AM 9:25

City and County Form.

LIBER 115 PAGE 566

LIBER 1119 PAGE 264

12,854 Equity

This Mortgage, Made this 14th day of May, in the year one thousand, nine hundred and fifty-seven, between MILTON D. CLARY and ELSIE A. CLARY, his wife

of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED NINETY-FIVE and 00/100ths ($8,995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of Sixty-four and forty-five/one hundredths ($64.45) Dollars, commencing on the first day of July, 1957, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 19, BlockA, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12,

BEING the same lot of ground which by assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Amherst Construction Company, Inc. unto the within named Mortgagors.

Plaintiff's Exhibit "A"

FILED

1958 SEP 13 AM 9:25

2

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($90.00) and 00/100ths Dollars, payable half-yearly on the 29th days of May and November in each and every year.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary. and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $200.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

~~WITNESS the corporate seal of the said Mortgagor and the signature of its Vice President.~~

WITNESS:

Milton D. Clary (SEAL)
MILTON D. CLARY

(SEAL)

Elsie A. Clary (SEAL)
ELSIE A. CLARY

(SEAL)

John R. Holland, Jr.
JOHN R. HOLLAND, JR.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 14th day of May, 19 57, before me, a Notary Public of said State, personally appeared Milton D. Clary and Elsie A. Clary, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, ~~as the duly authorized Vice President of said corporation, by signing the name of the corporation by himself as Vice President~~. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

JOHN R. HOLLAND, JR.
Notary Public

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record May 15 1957 at 1:07 P.M.
Mailed to Callahan & Calwell

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

MILTON D. CLARY AND
ELSIE A. CLARY, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Application No. 44307
Written by Murphy
Examined by
Approved by
Ready for Record

LIBER 115 PAGE 570

MILITARY AFFIDAVIT Equity No. 13,854

Docket 17 folio 429

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 9th day of September, 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 Milton D. Clary and Elsie A. Clary, 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 ha ve 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

NOTARY PUBLIC CLARA M. LINK BALTIMORE CITY

FILED

1958 SEP 13 AM 9:25

6

WALTER S. CALWELL,

Attorney Named in Mortgage

LIBER 115 PAGE 571

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

MILTON D. CLARY AND

ELSIE A. CLARY, HIS WIFE

No. 12,854 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Milton D. Clary and Elsie A. Clary, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **14th** day of **May** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1119** Folio **264** .

Amount of Mortgage	$8995.00
Less amount paid on principal	219.57
	8775.43
Plus - interest to 10/15/58	241.30
	9016.73
Plus - late charge	3.48
	9020.21
Less - balance in expense account	13.26
	9006.95

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **8th** day of **October** 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, Vice President of Baltimore Federal Savings and Loan Association**

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

AS WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE MD.

FILED

1958 OCT 10 AM 11:13

Clara M. Link

Clara M. Link Notary Public

7

~~Mortgage~~ Attorney's Bond.

LIBER 9 PAGE 438

1-369

LIBER 115 PAGE 572

279329

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

No. 12,854 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Md.

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-THREE HUNDRED AND 00/100 ($9300.00) - - - - - - - - - - - - Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 7th - - - - - - - - - - - - - - - - - - -

day of October - - - - 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 Milton D. Clary and Elsie A. Clary, his wife to the Baltimore Federal Savings and Loan Association

bearing date the 14th day of May nineteen hundred and fifty-seven

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1119, Folio 264, and

Lot 19 Block "A" Bodkins Pl. A. A. Co Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

es

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

~~Attest~~ As to Surety:

H.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

FILED

1958 OCT 10 AM 11:13

Bond Approved this 10th day of October 1958

George T. Cromwell, Clerk

WALTER S. CALWELL
Attorney Named in Mortgage

VS.

MILTON D. CLARY and
ELSIE A. CLARY, his wife

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

LIBER 115 PAGE 573

(In Equity)

12,854

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 Milton D. Clary and Elsie A. Clary, his wife to Baltimore Federal Savings and Loan Association, dated July 14th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1119 folio 264 (default having occurred thereunder) the undersigned, Attorney will sell at Public Auction on the premises, on

Wed., Oct. 15th, 1958
at 3:20 P.M. (E.D.T.)

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

Being known and designated as Lot No. 19, Block A, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25 folio 12.

TOGETHER with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

SUBJECT to the payment of an annual ground rent of $90.00, and any restrictive Covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court 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.
O-9

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1119, folio 264 from said Milton D. Clary and Elsie A. Clary, 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 15th day of October 1958 at Three twenty 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 and designated as Lot No. 19 Block A as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12, more particularly and at length described in the aforementioned mortgage, and in the attached advertisement of sale.

FILED

1958 OCT 20 AM 9:35

9

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, 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 Ninety ($90.00) Dollars at and for the sum of Seven Thousand ($7,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 17th day of October, 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.

ELLEN E. GIFFORD NOTARY PUBLIC BALTIMORE, MD.

Ellen E. Gifford
Notary Public

ORDER NISI

LIBER 115 PAGE 575

Walter S. Calwell, Attorney Named in Mortgage

versus

Milton D. Clary and Elsie A. Clary, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,854 Equity

Ordered, this 20th day of October, 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 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 $ 7,000.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 OCT 20 AM 9:35

TEST: Clerk.

(Final Order)

Walter S. Calwell, Attorney Named in Mortgage

versus

Milton D. Clary and Elsie A. Clary, 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 be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Wm. Calvert Brown

Judge

FILED

1958 NOV 25 PM 2:07

11

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 Milton D. Clary and Elsie A. Clary, his wife to Baltimore Federal Savings and Loan Association, dated July 14th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1119 follo 264 (default having occurred thereunder) the undersigned, Attorney will sell at Public Auction on the premises, on

Wed., Oct. 15th, 1958 at 3:20 P.M. (E.D.T.)

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

Being known and designated as Lot No. 19, Block A, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25 follo 12.

TOGETHER with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

SUBJECT to the payment of an annual ground rent of $90.00, and to any restrictive Covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required 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 of the purchaser at the time of 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.

O-9

OFFICE O.

Maryland Gazette

Published by LIBER 115 PAGE 576

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 22, 1958

We hereby certify, that the annexed

Attorney's Sale

13,854

Milton D. Clary

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 15th day of October, 1958. The first insertion being made the 18th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 OCT 22 PM 1:30

By D. Tilghman

LIBER 115 PAGE 577 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. 12,854 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
MILTON D. CLARY and
ELSIE A. CLARY, his wife

Ordered, this 20th day of October, 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 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 $7,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,854
Milton D. Clary

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 W. Tilghman

FILED

No. M. G. 1958 NOV 15 AM 10:27

12

LIBER 115 PAGE 578

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Milton D. Clary
and
Elsie A. Clary, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,854 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.

February 4, 1959

FILED

1959 FEB -6 PM 3:05

4

Dr. in ac.

Walter S. Calwell, Attorney named in Mortgage vs. Milton D. Clary
and Elsie A. Clary, his wife

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	241	44	441	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	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	37	20		
E.T. Newell & Co., Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Clara M. Link - notary fees	1	00		
Ellen E. Gifford - notary fee		50	129	16
To Baltimore Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	6,463	10	6,463	10
			7,085	20
Amount of mortgage claim filed	9,006	95		
Cr. Amount allowed above	6,463	10		
Balance subject to decree in personam	2,543	85		

14

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1958				
Oct.	15	Proceeds of Sale	7,000 00	
		Interest on deferred payment to 11/26/58	47 93	7,047 93
		Refund 1958 State and County taxes ($126.14) - 2 months 16 days	26 27	
		Refund semi-annual ground rent ($45.00) - from 10/15/58 to 11/29/58	11 00	37 27
				7,085 20

ORDER NISI LIBER 115 PAGE 581

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Milton D. Clary
and
Elsie A. Clary, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,854 Equity.

ORDERED, This 6th day of February, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

George T. Cromwell Jr. Clerk

1959 FEB -6 P.M. 3:05

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of March, 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 [redacted] apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 MAR 17 P.M. 1:52

Benjamin Michaelson
Judge.

LIBER 115 PAGE 582 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. 12,584 Equity

WALTER S. CALWELL, Attorney Named in Mortgage
versus
MILTON D. CLARY and ELSIE A. CLARY, his wife

Ordered, this 6th day of February, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

F-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed

Order Nisi - Circ. Court Eq. 12584

Milton D. Clary

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of March, 1959. The first insertion being made the 12th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Maria Tate

FILED

1959 MAR -4 PM 1:43

No. M. G. 498

17

LIBER 115 PAGE 583

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ROBERT M. HERMAN AND BETTY A. HERMAN, HIS WIFE	:	(In Equity)

12,555 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Robert M. Herman and Betty A. Herman, his wife to Baltimore Federal Savings and Loan Association, dated April 22nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114 folio 50.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 SEP 13 AM 9:25

City and County Form.

LIBER 115 PAGE 584

LIBER 1114 PAGE 50

No. 12,855 County

This Mortgage,

Made this 22nd day of April, in the year one thousand, nine hundred and fifty-seven, between ROBERT M. HERMAN and BETTY A. HERMAN, his wife of the Third Election District Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED NINETY-FIVE and 00/100ths Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Six Percent (6%) per annum in the manner following:

By the payment of Sixty-four and 45/100ths ($64.45) Dollars, commencing on the first day of June, 19 57, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 20, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12, Prepared by James D. Hicks, Registered Land Surveyor.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Wilco Holding Company unto the within named Mortgagors.

FILED

1958 SEP 13 AM 9:25

Plaintiff's Exhibit A

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AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($90.00) Dollars , payable half-yearly on the 29th days of May and November of each and every year.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary. and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of ....$100.00).........Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

~~[illegible] of the said Mortgagor, and the signature of its Vice President.~~

WITNESS:

ROBERT M. HERMAN
..................(SEAL)

Robert M. Herman ....(SEAL)

Betty A. Herman ....(SEAL)
BETTY A. HERMAN

J R Holland Jr
....
JOHN R. HOLLAND, JR.

..................(SEAL)

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LIBER 115 PAGE 587

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: LIBER 1114 PAGE 53

On this 22nd day of April, 19 57, before me, a Notary Public of said State, personally appeared Robert M. Herman and Betty A. Herman, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that the y executed the same for the purposes therein contained, ~~and the duly authorized Vice President of said corporation, signing the name of the corporation by himself as Vice President~~. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

JOHN R. HOLLAND, JR.,

JOHN R. HOLLAND, JR. NOTARY Notary Public PUBLIC BALTIMORE, MD.

Rec'd for record Apr 23 1957 at 11.45 AM
Mailed to Callahan & Calwell

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

ROBERT M. HERMAN AND
BETTY A. HERMAN, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Application No. 44021
Written by Murphy
Approved by ..... Examiner
Ready for Record

LIBER 115 PAGE 588

12,855 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of September 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Robert M. Herman and Betty A. Herman, 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 ha 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 SEP 13 AM 9:25

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ROBERT M. HERMAN AND

BETTY A. HERMAN, HIS WIFE

IN THE

LIBER 115 PAGE 589

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,855 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Robert M. Herman and Betty A. Herman, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **22nd** day of **April** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1114** Folio 50 .

Amount of Mortgage	$8995.00
Less - amount paid on principal	218.43
	8776.57
Plus - interest to 10/15/58	285.24
late charge	3.44
	9065.25
Less - balance in expense account	22.62
	9042.63

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **8th** day of **October** 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, Vice President of Baltimore Federal Savings and Loan Association**

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

WITNESS my hand and Notarial seal.

FILED

1958 OCT 10 AM 11:18

Clara M. Link Notary Public

~~Mortgages and~~ Attorney's Bond. 1-369

279330 LIBER 115 PAGE 590

LIBER 9 PAGE 439

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

No. 12,855 Equity

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building - Baltimore, Md. 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-THREE HUNDRED AND 00/100 ($9300.00) - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 7th - - - - - - - - - - - - - - - - - - - day of October 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 Robert M. Herman and Betty A. Herman, his wife to the Baltimore Federal Savings and Loan Association

bearing date the 22nd day of April nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1114, Folio 50, and

is about to sell the land and premises described in said Mortgage, Lot 20 Block "A" Bodkins Pl. A. A. Co Md. 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. Fink
~~Attest:~~ Witness as to Surety:

M.S. Kraus
M.S. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

FILED
1958 OCT 10 AM 11:18

Bond approved this 10th day of October 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 Robert M. Herman and Betty A. Herman, his wife to Baltimore Federal Savings and Loan Association, dated April 22nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114 folio 50 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction, on the premises on

Wed., Oct. 15th, 1958 at 3:30 P.M. (E.D.T.)

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

Being known and designated as Lot No. 20, Block A, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

TOGETHER with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

SUBJECT to the payment of an annual ground rent of $90.00, and to any restrictive Covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court 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.

0-91

WALTER S. CALWELL, Attorney Named in Mortgage : IN THE CIRCUIT COURT

VS. : FOR

ROBERT M. HERMAN and BETTY A. HERMAN, his wife : ANNE ARUNDEL COUNTY

(In Equity)
12,855

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated April 22, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114, folio 50 from said Robert M. Herman and Betty A. Herman, 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 15th day of October, 1958 at three thirty 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 and designated as Lot No. 20 Block A as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12, prepared by James D. Hicks, Registered Land Surveyor, more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1958 OCT 20 AM 9:35

9

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, 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 Ninety ($90.00) Dollars, at and for the sum of Seven Thousand Dollars ($7,000.00), 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 17th day of October, 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.

ELLEN E. GIFFORD NOTARY PUBLIC BALTIMORE, MD.

Ellen E. Gifford
Notary Public

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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 Robert M. Herman and Betty A. Herman, his wife to Baltimore Federal Savings and Loan Association, dated April 22nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114 folio 50 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction, on the premises on

Wed., Oct. 15th, 1958 at 3:30 P.M. (E.D.T.)

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

Being known and designated as Lot No. 20, Block A, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

TOGETHER with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

SUBJECT to the payment of an annual ground rent of $90.00, and to any restrictive Covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court 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.

O-9

LIBER 115 PAGE 593 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 16, 1958

We hereby certify, that the annexed

Attorney's Sale

12,855

Robert M. Herman

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 15th 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 3:48

By A. Tilghman

ORDER NISI

LIBER 115 PAGE 594

Walter S. Calwell, Attorney Named in Mortgage

versus

Robert M. Herman and Betty A. Herman, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,855 Equity

Ordered, this 20th day of October, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 ~~Trustee~~ was $ 7,000.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 OCT 20 AM 9:35

TEST: Clerk.

(Final Order)

Walter S. Calwell, Attorney Named in Mortgage

versus

Robert M. Herman and Betty A. Herman, 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 ~~Trustee~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED

1958 NOV 25 PM 2:07

LIBER 115 PAGE 595 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. 12,855 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
ROBERT M. HERMAN and
BETTY A. HERMAN, his wife

Ordered, this 20th day of October, 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 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 $7,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,855.

Robert M. Herman

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

FILED

No. M. G. 1958 NOV 15 AM 10:27

13

LIBER 115 PAGE 596

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Robert M. Herman
and
Betty A. Herman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,855 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.

February 4, 1959

FILED
1959 FEB -6 PM 3:04

Dr. in ac.

Walter S. Calwell, Attorney named in Mortgage vs. Robert M. Herman
and Betty A. Herman, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	241	44	341	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	13	50	51	50
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		
New Amsterdam Casualty Co. -bond premium	37	20		
E.T. Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Clara M. Link - notary fees	1	00		
Ellen E. Gifford - notary fees		50	130	40
To Baltimore Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	6,561	86	6,561	86
			7,085	20
Amount of mortgage claim filed	9,042	63		
Cr. Amount allowed above	6,561	86		
Balance subject to decree in personam	2,480	77		

15

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1958				
Oct.	15	Proceeds of Sale	7,000 60	
		Interest on deferred payment to 11/26/58	47 93	7,047 93
		Refund 1958 State and County taxes- 2 months 16 days	26 27	
		Refund semi-annual ground rent ($45.00) from 10/15/58 to 11/29/58	11 00	37 27
				7,085 20

ORDER NISI LIBER 115 PAGE 599

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
Robert M. Herman
and
Betty A. Herman, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,855 Equity.

1959 FEB -6 PM 3:04

ORDERED, This 6th day of February, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of March, 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 MAR 17 PM 1:33

Benjamin Michaelson
Judge.

LIBER 115 PAGE 600 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed

Order Nisi - Cir. Ct. Anne. Eq. 12855

Robert M. Herman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of March, 1959. The first insertion being made the 12th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,855 Equity

WALTER S. CALWELL,
Attorney named in Mortgage
versus
ROBERT M. HERMAN and BETTY A. HERMAN, his wife

Ordered, this 6th day of February, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

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

FILED

No. M. G. 64 1959 MAR -4 PM 1:43