LIBER 117 PAGE 1

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ALBERT J. FRYE AND MARGARET R. FRYE, HIS WIFE	:	(In Equity)

No. 12,533 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 Albert J. Frye and Margaret R. Frye, his wife to Baltimore Federal Savings and Loan Association, dated August 20th, 1956 and recorded among the Land Recordsof Anne Arundel County in Liber G.T.C. No. 1063 folio 363.

Walter S. Calwell
Attorney Named in Mortgage

FILED
1958 FEB 24 AM 9:14

City and County Form.

LIBER 117 PAGE 2
LIBER 1063 PAGE 363

No. 12,353 Equity

This Mortgage,

Made this 20th day of August, in the year one thousand, nine hundred and fifty-six, between ALBERT J. FRYE and MARGARET R. FRYE, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHTY-SIX HUNDRED and 00/100ths ($8600.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of SIXTY-ONE and 62/100ths ($61.62) Dollars, commencing on the first day of October, 1956, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 9, Block C, as shown on a plat entitled "Second Revised Plat, Bodkin Plains", dated February, 1953 by James D. Hicks, Surveyor, and recorded among the plat records of Anne Arundel County on July 1, 1954 in Plat Book 25, folio 12.

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

Plaintiff's Exhibit "A"

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1958 FEB 24 AM 9:14

Plaintiff's Exhibit "A"

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 and 00/100ths ($90.00) Dollars payable half-yearly on the 9th days of February and August in each and every year.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of ....$100.00.... Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

WITNESS:

Albert J. Frye (SEAL)
ALBERT J. FRYE

(SEAL)

Albert G. Fitzgerald
ALBERT G. FITZGERALD

Margaret R. Frye (SEAL)
MARGARET R. FRYE

(SEAL)

LIBER 1063 PAGE 366

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 20th day of August, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared ALBERT J. FRYE and MARGARET R. FRYE, his wife and they

acknowledged the aforegoing mortgage to be their act. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Albert G. Fitzgerald
ALBERT G. FITZGERALD Notary Public

Rec'd for record Sept 20 1956, at 11:57 A.M.
Mailed to Callahan & Calwell

2nd MORTGAGE

FROM

ALBERT J. FRYE and

MARGARET R. FRYE, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record SEP 20 11:57 AM
at o'clock M. Same day recorded in
Liber No. Folio
one of the Land Records of
and examined per
, Clerk
Cost of Record, $ 9.00

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

FORM 103 10-55

Application No. 41908
Written by D.H.
Approved by Examiner
Ready for Record

MILITARY AFFIDAVIT

No. 12,553 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th day of February 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendant s Albert J. Frye and Margaret R. Frye, 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 the y 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

FILED

1958 FEB 24 AM 9:14

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WALTER S. CALWELL, LIBER 117 PAGE 7

Attorney Named in Mortgage

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

ALBERT J. FRYE AND

MARGARET R. FRYE, HIS WIFE

No. 12,533 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Albert J. Frye and Margaret R. Frye, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **20th** day of **August** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1063** Folio **363** .

Amount of Mortgage	$8600.00
Less - amount paid on principal	131.91
	8468.09
Plus - interest to 4/9/58	222.98
	8691.07
Less - balance in expense account	35.48
	8655.59

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **7th** day of **April** in the year nineteen hundred and **fifty-eight** before me, the subscriber **a Notary Public of the State of Maryland, in and for the City** of Baltimore, personally appeared **Eugene K. Reilly, Vice President or 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

Clara M. Link

FILED
1958 APR. 8
A.M. 9:00

7

Maryland Attorney's Bond. I-369

LIBER 117 PAGE 8

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

262931

LIBER 9 PAGE 274

60 JOHN STREET
NEW YORK, N. Y.

No. 12,553 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHTY-SIX HUNDRED AND 00/100 ($8600.00) 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 3rd day of April in the year nineteen hundred and fifty-eight.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Albert J. Frye and Margaret R. Frye, his wife to the Baltimore Federal Savings & Loan Association bearing date the 20th day of August nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1063, Folio 363, and

Lot 9 Block "C" Bodkins Plains, Anne Arundel Co Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the 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

Walter S. Calwell (Seal)

(Seal)

(Seal)

Attest:

V.N.Mercier
Assistant Secretary

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President
G. Lee Burgess

Bond Approved this 8th day of April 1958
George T. Cromwell, Clerk

FILED
1958 APR. 8
A.M. 9:00

8

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
ALBERT J. FRYE AND MARGARET R. FRYE, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 12,553

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Petition of Walter S. Calwell, Attorney Named in Mortgage, respectfully represents:-

That acting under and in pursuance of the power of sale conferred upon your Petitioner in a Mortgage filed as "Exhibit 'A' " in these proceedings and after due notice, your Petitioner sold, on the premises the leasehold property known as Lot No. 9, in Block C, 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, on the 8th day of April, 1958 to The Cedarhurst Construction Company, subject to the payment of an annual ground rent of $90.00, at and for the sum of $7300.00.

That the purchaser, said The Cedarhurst Construction Company, paid to your Petitioner the sum of $500.00 as a deposit on account of the purchase price, at the time of sale, in accordance with the terms and provisions of the advertisement of sale; and that the sale has been reported to and duly ratified and confirmed by said Honorable Court on May 20th, 1958.

That your Petitioner has called upon said The Cedarhurst Construction Company to pay the balance of the purchase money for said property, in accordance with the terms and conditions upon which the sale was made, and although a considerable time has elapsed since the ratification of the sale and notwithstanding the importuning by your Petitioner the purchaser has failed to make settlement for said property and has indicated in the letter hereto attached as "Exhibit B", to your Petitioner, and prayed to be taken as a part hereof, that it will not consummate the transaction.

FILED
1958 NOV -5 AM 10:57

That it would be to the best interest of Baltimore Federal Savings and Loan Association, the holder of the Mortgage, the subject of these proceedings, that said property be re-advertised and re-sold for the highest price obtainable for the account, at the risk and expense of said The Cedarhurst Construction Company.

TO THE END THEREFORE, your Petitioner prays, that an Order be passed by this Honorable Court authorizing and directing your Petitioner to re-advertise and re-sell said leasehold property known as Lot No. 9 in Block C as designated on a Plat entitled "Second Revised Plat, Bodkins Plains" recorded as aforesaid, for the account, at the risk and expense of said The Cedarhurst Construction Company, who has refused and failed to complete said purchase.

AND AS IN DUTY BOUND ETC.

Walter S. Calwell,
Attorney Named in Mortgage, Petitioner

STATE OF MARYLAND, CITY 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 City aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage, and he made oath in due form of Law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS myhand and Notarial Seal.

Clara M. Link - Notary Public

UPON the aforegoing Petition, Affidavit and Exhibit, it is this 6th day of November, 1958 by the Circuit Court of Anne Arundel County

ORDERED that Walter S. Calwell, Attorney Named in Mortgage, in these proceedings, be and he is hereby authorized and directed to re-advertise and re-sell the property mentioned in this Petition, known as Lot No. 9 in Block C as designated on the 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,for the account, at the rist and expense of said The Cedarhurst Construction Compamy, former purchaser.

Matthew S. Evans
Judge

FILED

1958 NOV -6 PM 2:33

CALLAHAN AND CALW
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 Albert J. Frye and Margaret R. Frye, his wife, to Baltimore Federal Savings and Loan Association, dated August 20th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1063 folio 363 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Dec. 3, 1958
at 3:15 P.M.

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

Being known and designated as Lot No. 9 in Block C as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

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

Subject to the payment of an annual ground rent of $90.00, and 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 the purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the 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 Mortage
E. T. NEWELL & CO., INC.,
Auctioneer. N-26

N

LIBER 117 PAGE 12 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 3, 1958

We hereby certify, that the annexed

Attorney's Sale

Albert J. Frye

was published in 12, 5-5-3

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 3rd day of December, 1958. The first insertion being made the 6th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 DEC -3 AM 11:58

By Marie Tate

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WALTER S. CALWELL,

Attorney Named in Mortgage

IN THE

LIBER 117 PAGE 13

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

ALBERT J. FRYE AND

No. 12,553

MARGARET R. FRYE, HIS WIFE

AMENDED

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Albert J. Frye and Margaret R. Frye, his wife

to Baltimore Federal Savings and Loan Association

dated the 20th day of August 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1063 Folio 363 .

Amount of Mortgage	$ 8600.00
Less - amount paid on principal	131.91
	8468.09
Plus - interest to 12/3/1958	554.65
	9022.74
Plus - overdraft in expense account	14.52
	9037.26

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

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, 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.

Clara M. Link Notary Public

1958 DEC -6 AM 9:19

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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 Albert J. Frye and Margaret R. Frye, his wife, to Baltimore Federal Savings and Loan Association, dated August 20th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1063 folio 363 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Dec. 3, 1958
at 3:15 P.M.

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

Being known and designated as Lot No. 9 in Block C as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

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

Subject to the payment of an annual ground rent of $90.00, and 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 the purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the 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 Mortage
E. T. NEWELL & CO., INC.,
Auctioneer. 11-26

LIBER 117 PAGE 14

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
ALBERT J. FRYE AND MARGARET R. FRYE, HIS WIFE	:	No. 12,553

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 20th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1063 folio 363 from said Albert J. Frye and Margaret R. Frye, 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 re- ~~by~~ advertisement inserted in "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 and under an Order of this Court, dated November 6th, 1958 ~~[illegible]~~ did, pursuant to said notice, on the 3rd day of December, ~~19~~ 1958 at 3.15 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County known and designated as Lot No. 9, Block C, as shown on Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale; for the account, at the risk and expense of The Cedarhurst Construction Company, former purchaser.

FILED

1958 DEC -6 AM 9:19

14

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 $90.00, at and for the sum of $ 6500.00 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 4th day of December, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link, Notary Public

ORDER NISI

LIBER 117 PAGE 16

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

ALBERT J. FRYE AND MARGARET R. FRYE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,553 Equity

Ordered, this 6th day of December, 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 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $6,500.00

FILED 1958 DEC 6 AM 9:19
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

ALBERT J. FRYE AND MARGARET R. FRYE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th 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.

FILED
1959 JAN 13 PM 1:11

Benjamin Michaelson JUDGE.

16

LIBER 117 PAGE 17 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. 12,553 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
ALBERT J. FRYE and
MARGARET R. FRYE, his wife

Ordered, this 6th day of December, 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 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $6,500.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12553

Albert J. Frye

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 January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Mary Tate

FILED

JAN -7 AM 9:50

No. M. G. 16842-1959

17

LIBER 117 PAGE 18

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Albert J. Frye
and
Margaret R. Frye, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,553 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.

April 24, 1959

FILED
1959 MAY -4 PM 3:39

81

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Albert J. Frye and Margaret R. Frye, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	241	37	341	37
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	75		
Auditor - stating this account	13	50	56	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising first sale	42	52		
Capital-Gazette Press - advertising second sale	43	76		
Capital-Gazette Press - order nisi (first sale)	8	00		
Capital-Gazette Press - order nisi (second sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	34	40		
E.T. Newell & Co.,Inc. -auctioneer'sfee on first sale	25	00		
E.T. Newell & Co., Inc. -auctioneer's fee on second sale	25	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Clara M. Link - five affidavits	2	00	201	83
To Attorney for Ground Rent, viz: Ground rent of $45.00 due 2/9/59 - 3 months 24 days	28	50	28	50
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,427	00	6,427	00
			7,054	95
Amount of mortgage claim filed	9,037	61		
Cr. Amount allowed above	6,427	00		
Balance subject to decree in personam	2,610	61		

with Walter S. Calwell, Attorney named in Mortgage Cr.

1958					
Apr.	8	Proceeds of First Sale	500 00		
Dec.	3	Proceeds of Second Sale	6,500 00		
		Interest on $6,500.00 to 1/14/59 - 42 days	45 50	7,045 50	
		Refund 1958 State and County taxes - 28 days	9 45	9 45	
				7,054 95	

LIBER 117 PAGE 21

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Albert J. Frye

and

Margaret R. Frye, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,553 Equity.

ORDERED, This 4th day of May, 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 8th 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 8th day of June next.

1959 MAY -4 PM 3:39

FILED

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of June, 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 JUN -9 PM 3:30

Matthew S. Evans

Judge

21

LIBER 117 PAGE 22 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. 12,553 Equity

WALTER S. CALWELL,
Attorney named in Mortgage
Versus
ALBERT J. FRYE and
MARGARET R. FRYE, his wife

Ordered this 4th day of May, 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 8th 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 8th day of June next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 23, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,553
Auditor Account
Albert J. Frye

was published in

Maryland Gazette

a newspaper publisbed in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of June, 1959. The first insertion being made the 2th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 71-71 1959 MAY 25 PM 1:50 By A. Tilghman

22

LIBER 111 / PAGE 23

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WALTER R. SCHULZE AND PATRICIA A. SCHULZE, his wife	:	ANNE AROUNDEL COUNTY (In Equity) 13,552 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 Walter R. Schulze and Patricia A. Schulze, his wife to Baltimore Federal Savings and Loan Association, dated April 23rd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114 folio 221.

Walter S. Calwell
Attorney Named in Mortgage

FILED
1958 FEB 24 AM 9:14

City and County Form.

LIBER 117 PAGE 24
LIBER 1114 PAGE 221

No. 12,552 Equity

This Mortgage,

Made this 23rd day of April, in the year one thousand, nine hundred and fifty-seven, between Walter R. Schulze and Patricia A. Schulze, his wife of 3rd 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(x) of ground situate and lying in 3rd Election District Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 4 Block A as shown on the plat entitled " Second Revised Plat, Bodkins Plains" dated February, 1953 as prepared by James D. Hicks, Registered Land Surveyor, and recorded among the Plat records of Anne Arundel County in Plat Book 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 herein Mortgagors.

FILED

1958 FEB 24 AM 9:14

" (illegible) "

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) Dollars, payable half-yearly on the 1st 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.

LIBER 1114 PAGE 223

LIBER 117 PAGE 26

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]

WITNESS:

Maurice F. Mackey, Jr.
MAURICE F. MACKEY, JR.

Walter R. Schulze (SEAL)
WALTER R. SCHULZE

(SEAL)

(SEAL)
PATRICIA A. SCHULZE

Patricia A. Schulze (SEAL)

4

LIBER 117 PAGE 27

LIBER 1114 PAGE 224

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 23rd day of April, 1957, before me, a Notary Public of said State, personally appeared Walter R. Schulze and Patricia A. Schulze, 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, ~~and 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.

MAURICE F. MACKEY, JR. NOTARY PUBLIC BALTIMORE, MD.

Maurice F. Mackey Jr.
Notary Public

MAURICE F. MACKEY, JR.

Rec'd for record Apr 24, 1957 at 12.05 P.M.
Mailed to Callahan & Calwell

MORTGAGE

160-7670

FROM

WALTER R. SCHULZE and PATRICIA A. SCHULZE, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record ... at ... o'clock M. Same day recorded in Liber ... No. ... Folio ... one of the Land Records of ... and examined per ... Clerk

Cost of Record, $ 7.00

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

FORM 105 8-56

Application No. 43720
Written by Murphy
Approved by ... Examiner
Ready for Record MFM

LIBER 117 PAGE 28

No. 13,552 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th day of February, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Walter R. Schulze and Patricia A. Schulze, 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 L. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public

FILED
1958 FEB 24 AM 9:14

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

WALTER R. SCHULZE AND

PATRICIA A. SCHULZE, HIS WIFE

IN THE

LIBER 117 PAGE 29

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,552 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **said Walter R. Schulze and Patricia A. Schulze, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **23rd** day of **April** 1957, and recorded among the

Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1114**

Folio **221** .

Amount of Mortgage	$8995.00
Less - amount paid on principal	99.59
	8895.41
Plus - interest to 4/8/1958	278.72
	9174.13
Plus - overdraft in expense account	73.16
	9247.29

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **3rd** day of **April** in the

year nineteen hundred and **fifty-eight** before me, the subscriber

a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association**

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

As witness my hand and Notarial seal.

Clara M. Link

Clara M. Link Notary Public

FILED

1958 APR. 8

AM 9:00

7

7

~~Mortgage~~ Attorney's Bond. 1-369

LIBER 117 PAGE 30

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

262932

LIBER 9 PAGE 273

60 JOHN STREET
NEW YORK, N. Y.

No. 12,552 County

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building, Baltimore, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINETY-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 3rd day of April in the year nineteen hundred and fifty-eight

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Walter R. Schulze and Patricia A. Schulz his wife to the Baltimore Federal Savings and Loan Association bearing date the 23rd 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 221, and

Lot 4 Block "A" Bodkins Plains 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

Walter S. Calwell (Seal)

(Seal)

(Seal)

Attest: ----------

V.N.Mercier
Assistant Secretary

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President
G. Lee Burgess

Bond Approved this 8th day of April 1958.
George F. Cromwell, Clk

FILED 1958 APR. 8 A.M. 9:00

8

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WALTER R. SCHULZE and PATRICIA A. SCHULZE, his wife	:	ANNE ARUNDEL COUNTY (In Equity) No. 12,552

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Petition of Walter S. Calwell, Attorney Named in Mortgage, respectfully represents:-

That acting under and in pursuance of the power of sale conferred upon your Petitioner in a Mortgage filed as "Exhibit 'A'" in these proceedings and after due notice, your Petitioner sold, on the premised the leasehold property known as Lot No. 4 in Block A as designated 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, on the 8th day of April, 1958, to The Cedarhurst Construction Company, subject to the payment of an annual ground rent of $90.00 at and for the sum of $7700.00.

That the purchaser, said The Cedarhurst Construction Company, paid to your Petitioner the sum of $500.00 as a deposit on account of the purchase price, at the time of sale, in accordance with the terms and provisions of the advertisement of sale; and that the sale has been reported to and duly ratified and confirmed by said Honorable Court on May 20th, 1958.

That your Petitioner has called upon said The Cedarhurst Construction Company to pay the balance of the purchase money for said property, in accordance with the terms and conditions upon which the sale was made, and although a considerable time has elapsed since the ratification of the sale and notwithstanding the importuning by your Petitioner the purchaser has failed to make settlement for said property and has indicated in the letter hereto attached as "Exhibit B", to your Petitioner, and prayed to be taken as a part hereof, that it will not consummate the transaction.

FILED
1958 NOV -3 PM 3:53

That it would be to the best interest of Baltimore Federal Savings and Loan Association, the holder of the Mortgage, the subject of these proceedings, that said property be re-advertised and re-sold for the highest price obtainable for the account, at the risk and expense of said The Cedarhurst Construction Company.

TO THE END THEREFORE, your Petitioner prays, that an Order be passed by this Honorable Court authorizing and directing your Petitioner to re-advertise and re-sell said leasehold property known as Lot No. 4 in Block A designated on a Plat entitled "Second Revised Plat, Bodkins Plains" recorded as aforesaid, for the account, at the risk and expense of said The Cedarhurst Construction Company, who has refused and failed to complete said purchase

AND AS IN DUTY BOUND ETC.

Walter S. Calwell,
Attorney Named in Mortgage, Petitioner

STATE OF MARYLAND, CITY 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 City aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage, and he made oath in due form of Law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Clara M. Link - Notary Public

10

UPON the aforegoing Petition, Affidavit and Exhibit, it is this 6th day of November, 1958 by the Circuit Court for Anne Arundel County

ORDERED that Walter S. Calwell, Attorney named in Mortgage, ~~in~~ these proceedings, be and he is hereby authorized and directed to re-advertise and re-sell the property mentioned in this Petition, known as Lot No. 4, in Block A as designated 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, for the account, at the risk and expense of said The Cedarhurst Construction Company, former purchaser.

Matthew S. Evans
Judge

FILED

1958 NOV -6 PM 2:32

11

OFFIC OF

Maryland Gazette

LIBER 117 PAGE 34 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

Walter R. Schulze

12 552

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

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Cate

1958 FILED

1958 DEC -3 AM 11:59

12

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Bldg.
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Walter R. Schulze and Patricia A. Schulze, his wife, to Baltimore Federal Savings and Loan Association, dated April 23rd, 1957, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1114, folio 221 (default having occurred thereunder) the undersigned, Attorney, will sell at public auction on the premises on

Tues., Dec. 2, 1958

at 3:15 P.M.

all that leasehold lot, of ground situate and lying in the Third Election District of Anne Arundel County on Lockwood Road near Mountain Road, Pasadena Section.

Being known and designated as Lot No. 4 in Block A as designated and shown on a Plat entitled "Second Revised Plat Bodkins Plains," which plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

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

Subject to the payment of an annual ground rent of $90.00, and 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 will be required of the purchaser at the time of sale, balance of the purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO., INC.
Auctioneer. N 26

WALTER S. CALWELL,

Attorney Named in Mortgage

LIBER 117 PAGE 35

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

WALTER R. SCHULZE AND

No.12552

PATRICIA A. SCHULZE, HIS WIFE

AMENDED

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Walter R. Schulze and Patricia A. Schulze, his wife

to Baltimore Federal Savings and Loan Association

dated the 23rd day of April 1957, and recorded among the

Land Records of Anne Arundel County in Liber G.T.C. No. 1114

Folio 221 .

Amount of Mortgage	$8995.00
Less - amount paid on principal	99.59
	8895.41
Plus - interest to 12/2/58	625.68
	9521.09
Plus - overdraft in expense account	163.16
	9684.25

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 26th day of November 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.

Clara M. Link

Notary Public

Clara M. Link

1958 DEC 6 AM 9:20

13

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Bldg.
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Walter R. Schulze and Patricia A. Schulze, his wife, to Baltimore Federal Savings and Loan Asociation, dated April 23rd, 1957, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1114, folio 221 (default having occurred thereunder) the undersigned, Attorney, will sell at public auction on the premises on

Tues., Dec. 2, 1958
at 3:15 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Lockwood Road near Mountain Road, Pasadena Section.

Being known and designated as Lot No. 4 in Block A as designated and shown on a Plat entitled "Second Revised Plat Bodkins Plains." which plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

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

Subject to the payment of an annual ground rent of $90.00, and 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 will be required of the purchaser at the time of sale, balance of the purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO., INC.
Auctioneer. N-26

LIBER 117 PAGE 36

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WALTER R. SCHULZE AND PATRICIA A. SCHULZE, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) Docket 12,552

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated April 23rd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1114 folio 221 from said Walter R. Schulze and Patricia A. Schulze, 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 re- advertisement inserted in "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 and under an Order of this Court, dated November 6th, 1958 did, pursuant to said notice, on the 2nd day of December, 1958 at 3.15 P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County known and designated as Lot No. 4 Block A as shown on the Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale; for the account, at the risk and expense of The Cedarhurst Construction Company, former purchaser.

FILED

1958 DEC -6 AM 9:20

14

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 $90.00, at and for the sum of $ 6500.00, 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 4th day of December, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

ORDER NISI

LIBER 117 PAGE 38

WALTER S. CALWELL, Attorney Named in Mortgage

versus

WALTER R. SCHULZE AND PATRICIA A. SCHULZE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,552 Equity

Ordered, this 6th day of December, 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 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $6500.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 DEC 6 AM 9:20

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

WALTER R. SCHULZE AND PATRICIA A. SCHULZE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th 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 13 PM 1:11

16

LIBER 117 PAGE 39 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. 12,552 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
WALTER R. SCHULZE and
PATRICIA A. SCHULZE, his wife

Ordered, this 6th day of December, 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 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $6,500.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq 12552

Walter R Schulze

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 January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 16839 1959 JAN -7 AM 9:49 By Marie Tate

17

In the Case of

LIBER 117 PAGE 40

Walter S. Calwell,
Attorney named in Mortgage

VS.

Walter R. Schulze
and
Patricia A. Schulze, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,552 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.

April 24, 1959

FILED

1959 MAY -4 PM 3:39

9

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Walter R. Schulze and Patricia A. Schulze, his wife in ac.

To Attorney for Fee, viz:	100 00		
To Attorney for Commissions, viz:	241 40		341 40
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	32 75		
Auditor - stating this account	13 50		56 25
To Attorney for Expenses, viz:			
Capital-Gazette Press -advertising first sale	43 76		
Capital-Gazette Press - advertising second sale	42 52		
Capital-Gazette Press - order nisi (first sale)	8 00		
Capital-Gazette Press - order nisi (second 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 first sale	25 00		
E.T. Newell & Co.,Inc. -auctioneer's fee second sale	25 00		
One-half Federal documentary stamps	3 58		
One-half State documentary stamps	3 57		
Clara M. Link - five affidavits	2 00		204 63
To Attorney for Ground Rent, viz: Ground Rent of $45.00 due 5/1/59 - 32 days	7 75		7 75
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,446 35		6,446 35
			7,056 38
Amount of mortgage claim filed	9,684 25		
Cr. Amount allowed above	6,446 35		
Balance subject to decree in personam	3,237 90		

19

with Walter S. Calwell, Attorney named in Mortgage Cr.

1958				
Apr.	8	Proceeds first sale	500 00	
Dec.	2	Proceeds second sale	6,500 00	
		Interest on $6,500.00 to 1/14/59 - 43 days	46 58	7,046 58
		Refund 1958 State and County taxes- 29 days	9 80	9 80
				7,056 38

LIBER 117 PAGE 43

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Walter L. Schulze

and

Patricia A. Schulze, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,552 Equity.

ORDERED, This 4th day of May, 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 8th 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 8th day of June next.

1959 MAY -4 PM 3:39

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9 day of June, 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 JUN -9 PM 3:

Matthew S. Evans

Judge

LIBER 117 PAGE 44 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. 12,552 Equity

WALTER S. CALWELL
Attorney named in Mortgage
versus
WALTER L. SCHULZE and
PATRICIA A. SCHULZE, his wife

Ordered, this 4th day of May, 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 contary be shown on or before the 8th 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 8th day of June next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 23, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,552 Auditor Account Walter L. Schulze

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of June, 1959. The first insertion being made the 7th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 7172 1959 MAY 25 P 1 By H. Tilghman

22

LIBER 117 PAGE 45

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HERBERT MELVIN WEAVER, JR., AND MARGARET MARY WEAVER, his wife	:	(In Equity) No. 12,982

Mr. Clerk:

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

1. Original Mortgage from the said Herbert Melvin Weaver, Jr., and Margaret Mary Weaver, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 48.

Walter S. Calwell

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 JAN -8 PM 2:21

City and County Form.

LIBER 117 PAGE 46

LIBER 1067 PAGE 48

No. 12,482 Equity

This Mortgage,

Made this 2nd day of October, in the year one thousand, nine hundred and fifty-six, between HERBERT MELVIN WEAVER, JR. and MARGARET MARY WEAVER, 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 AND NINETY-FIVE ($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 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 December, 1956, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 7 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.

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 tothe herein named Mortgagors.

FILED

1958 JAN -8 PM 2:21

"Plaintiff's Exhibit 'A'"

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety Dollars ($90.00), payable half-yearly on the second days of April and October 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 Seventy-five -- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, 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:

Herbert Melvin Weaver, Jr. (SEAL)
Herbert Melvin Weaver, Jr.

(SEAL)

John R. Holland, Jr.
JOHN R. HOLLAND, JR.

Margaret Mary Weaver (SEAL)
Margaret Mary Weaver

(SEAL)

LIBER 117 PAGE 49

LIBER 1067 PAGE 51

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 2nd day of October, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared Herbert Melvin Weaver, Jr. and Margaret Mary Weaver, his wife, the herein named Mortgagors, and they acknowledged the aforegoing mortgage to be their respective act. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

JOHN R. HOLLAND, JR.

Notary Public

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Oct. 3 1956 at 1:05 P.M.
Mailed to Callahan And Calwell

MORTGAGE

FROM

HERBERT MELVIN WEAVER, JR.

MARGARET MARY WEAVER, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 195

at o'clock M. Same day recorded in

Liber No. Folio etc.

one of the Land Records of and examined per

Clerk

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1956 OCT -3 PM 1:05 & RECORDED IN LIBER GTC NO. 1067 FOLIO 48 GEORGE GROMWELL, CLERK

Cost of Record, $ 9.00

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

FORM 108 - 5-53

160-7576

Application No. 42159
Written by GSP
Approved by
Ready for Record

LIBER 117 PAGE 50

MILITARY AFFIDAVIT

Docket /7 folio 214

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of January 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 that the Defendants Herbert Melvin Weaver, Jr., and Margaret Mary Weaver, 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, thatt hey 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, [redacted], and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1958 JAN -8 PM 2:21

6

WALTER S. CALWELL, LIBER 117 PAGE 51 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

HERBERT MELVIN WEAVER, JR., AND

Equity No. 12,482

MARGARET MARY WEAVER, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Herbert Melvin Weaver, Jr., and Margaret Mary Weaver, his wife

to Baltimore Federal Savings and Loan Association

dated the 2nd day of October 1956, and recorded among the

Land Records of Anne Arundel County in Liber G.T.C. No. 1067

Folio 48 .

Amount of Mortgage	$8995.00
Less - amount paid on principal	287.38
	8707.62
Plus - interest to 1/13/59	323.63
	9031.25
Plus - overdraft in expense account	88.56
	9119.81

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 8th day of January in the year nineteen hundred and fifty-nine 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 1959 JAN 10 AM 10:08

Clara M. Link
Clara M. Link Notary Public

7

~~Mortgagee's~~ Attorney's Bond.

1-369

LIBER 117 PAGE 52

279905

NEW AMSTERDAM CASUALTY COMPANY

LIBER 9 PAGE 508

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

Equity No. 12,482

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 NINE THOUSAND, TWO HUNDRED AND 00/100 ($9,200.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 8th day of January in the year nineteen hundred and fifty-nine

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Herbert Melvin Weaver Jr and Margaret Mary Weaver, his wife to the Baltimore Federal Savings & Loan Association bearing date the 2nd day of October nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1067, Folio 48, and

Lot 7 Block "B" Bodkins Plains-Anne Arundel Co Md

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Smith

~~Attest~~ As to Surety:

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

Bond filed and approved this 10th day of January 1959

George T. Cromwell, Clerk

FILED

1959 JAN 10 AM 10:08

8

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 Herbert Melvin Weaver, Jr., and Margaret Mary Weaver, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1067 folio 48 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction, on the premises on

Tues., Jan. 13th, 1959
at 3:20 P. M.

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

Being known and designated as Lot No. 7, Block A, as shown on 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 erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto 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.,
Auctioneer.

J-3

LIBER 117 PAGE 53

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 13, 1959

We hereby certify, that the annexed Attorney's Sale Herbert Melvin Weaver, Jr. #12,482-Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of January, 1959. The first insertion being made the 18th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JAN 13 PM 12:59

By Hazel Tilghman

9

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Herbert Melvin Weaver, Jr., and Margaret Mary Weaver, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G T C No 1067 folio 48 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction, on the premises on

Tues., Jan. 13th, 1959 at 3:20 P. M.

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

Being known and designated as Lot No. 7, Block A, as shown on 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 erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto 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.,
Auctioneer.

J-8.

LIBER 117 PAGE 54

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HERBERT MELVIN WEAVER, JR., AND MARGARET MARY WEAVER, HIS WIFE	:	(In Equity)

Equity 12,482

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 48 from said Herbert Melvin Weaver, Jr., and Margaret Mary Weaver, 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 13th day of January, ~~xxx~~ 1959 at 3.20 P.M. 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. 7 Block A as shown on 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

1959 JAN 16 AM 9:15

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 Seventy-five Hundred ($7500.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of January, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

ORDER NISI

LIBER 117 PAGE 56

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

HERBERT MELVIN WEAVER, JR., AND

MARGARET MARY WEAVER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,482 Equity

Ordered, this 16th day of January, 19 59, 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 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.

The report states that the amount of sale was $ 7500.00

George T. Cromwell Clerk.

True Copy,
FILED 1959 JAN 16 AM 9:15

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

HERBERT MELVIN WEAVER, JR., AND

MARGARET MARY WEAVER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of February, 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 FEB 24 PM 12:29

12

LIBER 117 PAGE 57

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Herbert Melvin Weaver, Jr.,
and
Margaret Mary Weaver, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,482 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.

April 24, 1959

FILED
1959 MAY -4 PM 3:38

13

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Herbert Melvin Weaver and Margaret Mary Weaver, his wife in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	256	58	331	58
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 - composition charge first insertion	5	63		
Capital-Gazette Press - advertising sale	47	56		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdan Casualty Co. -bond premium	36	80		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Clara M. Link - notary fees	1	25	138	49
To Attorney for Taxes and Ground Rent, viz:				
1959 State and County taxes ($126.87) - 13 days	4	55		
Ground rent of $45.00 due 4/2/59 - 3 months 11 days	25	75	30	30
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,000	74	7,000	74
			7,552	61
Amount of mortgage claim filed	9,119	81		
Cr. Amount allowed above	7,000	74		
Balance subject to decree in personam	2,119	07		

with Walter S. Calwell, Attorney named in Mortgage Cr.

1959				
Jan.	13	Proceeds of Sale	7,500 00	
		Interest from 1/13/59 to 2/25/59	52 61	7,552 61
				7,552 61

15

LIBER 117 PAGE 60

ORDER NISI

Walter S. Calwell, Trustee

Attorney named in Mortgage

VERSUS

Herbert Melvin Weaver

and

Margaret Mary Weaver, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,482 Equity.

ORDERED, This 4th day of ~~April~~ May, 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 8th day of June ~~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 8th day of June ~~May~~ next.

FILED 1959 MAY -4 PM 3:38

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of June, 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.

Matthew S. Evans

FILED 1959 JUN -9 PM 3:29

LIBER 117 PAGE 61 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. 12,482 Equity

WALTER S. CALWELL
Attorney named in Mortgage

versus

HERBERT MELVIN WEAVER and MARGARET MARY WEAVER, his wife

Ordered, this 4th day of May, That the report and account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of 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 8th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

M-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 23, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,482
Auditor Account

Herbert Melvin Weaver

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of June, 1959. The first insertion being made the 7th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 21 25 1959 MAY 25 PM 1:49 By H. Tilghman

17

LIBER 117 PAGE 62

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
JESSE R. CHAFIN and	*	ANNE ARUNDEL COUNTY
ELIZABETH R. CHAFIN, his wife	*	12,025 Equity

* * * * * * *

MR. CLERK:

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

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

FILED

1957 FEB 13 PM 3:50

City-County Form.

LIBER 900 PAGE 65

PETITIONER'S EXHIBIT "A"

This Mortgage, Made this 28th day of January, in the year one thousand, nine hundred and fifty-five - - -, between JESSE R. CHAFIN and ELIZABETH R. CHAFIN, his wife, - of Anne Arundel County, - - - - - - - - - -, in the State of Maryland, Mortgagor s , and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

LIBER 117 PAGE

WHEREAS, said Mortgagor s , being members of said body corporate, have received therefrom an advance of ELEVEN THOUSAND, SEVEN HUNDRED ($11,700.00) - - - - - Dollars. ~~being part of the purchase money for the property hereinafter described.~~

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

By the payment on or before the first day of each month from date hereof;

(A) of the sum of NINETY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS ($98.75) being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of FOURTEEN DOLLARS AND FIFTY CENTS - - - - ($14.50), being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor s, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

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

BEGINNING for the same at a point on the Southeast side of Dividing Road in the divisional line between Lots Nos. 27 and 28, Section J as shown on the "Revised Plat No. 2, Manhattan Beach," recorded among the Plat Records of Anne Arundel County in Cabinet No. 2, Rod D-7, Plat 227, at a corner fence post there situate and running thence from said beginning point and with said divisional line between Lots Nos. 27 and 28, South thirty-six degrees twenty-two minutes East two hundred seventy-two and seventy-five one-hundredths feet to a corner fence post situated on the Tidewaters of Dividing Creek, thence with the Tidewaters of said Creek South sixty-one degrees fifty-four minutes twenty seconds West one hundred and sixty-nine one-hundredths feet to a corner fence post located on the divisional line between Lots Nos. 25 and 26, Section J on the aforesaid Plat, thence along said divisional line North thirty-five degrees thirty-one minutes ten seconds West two hundred ninety-one and twelve one-hundredths feet to a galvanized fence post located on the said Southeast side of Dividing Road, thence along the said side of Dividing Road by a curve to the right, the radius of which is four hundred eighty-three and fourteen

FILED

1957 FEB 13 PM 3:50

1957 FEB 13 PM 3:50

"Petitioner's Exhibit "A"

2

one-hundredths feet, with a chord bearing North seventy-two degrees thirty-eight minutes East one hundred, and eighty-three one-hundredths feet for a distance of one hundred one and no one-hundredths feet to the place of beginning. According to a survey and Plat of same by T. T. Pantaleo, Annapolis Maryland, Registered Land Surveyor, dated May 1951.
Being all of Lots Nos. 26 and 27, in Section J, as shown on the "Revised Plat No. 2 of Manhattan Beach," which Plat is duly filed in the Plat Records of Anne Arundel County in Liber W.N.W. No. 1 Section 3, folio 227, now in Cabinet 2, Rod D-7, Plat 227.
Said property being situate on Dividing Road, Anne Arundel County, Maryland.

BEING the same lots of ground which by Deed dated July 23, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 634 folio 587, was granted and conveyed by ANN L. BECK, Widow to JESSE R. CHAFIN and ELIZABETH R. CHAFIN, his wife, the within named Mortgagors.

Additional payments on principal will be permitted on thirty days prior written notice. If total payments on account of principal exceed twenty per centum of the original mortgage in any one mortgage year a prepayment fee on such excess will be charged during the first mortgage year at the rate of two per centum and during any mortgage year thereafter at the rate of one per centum.

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns, [illegible] forever in fee simple.

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

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

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

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:

Samuel J. Oddo
SAMUEL J. ODDO

Jesse R. Chafin (SEAL)
JESSE R. CHAFIN

Elizabeth R. Chafin (SEAL)
ELIZABETH R. CHAFIN

5

LIBER 117 PAGE 66

LIBER 900 PAGE 68

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 28th day of January, 1955, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared JESSE R. CHAFIN and ELIZABETH R. CHAFIN, his wife, - the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared HERBERT E. MUSE, - - - - - - - - - - - - Agent ~~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., and that he is Agent of said Mortgagee, duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal

SAMUEL J. ODDO NOTARY PUBLIC BALTIMORE, MD.

Samuel J. Oddo
Notary Public.
SAMUEL J. ODDO

My commission expires May 2nd, - - - , 1955.

Recorded: Feb. 1, 1955 at 11.05 A.M.

MORTGAGE

FROM

JESSE R. CHAFIN, and

ELIZABETH R. CHAFIN, his wife

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 1 Feb. 1955

at 11.05 o'clock A.M. Same day recorded in

Liber G.L.H. No. 900 Folio 65 etc.,

one of the Land Records of

A.A. Co. and examined per

JOHN H. HOPKINS, 3rd Clerk.

Cost of Record, $

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

The Daily Record Company, Baltimore, Md.

FILE NO. ...
WRITTEN BY ...
FORM APPROVED ...
READY FOR RECORD ...

LIBER 117 PAGE 67

WILLIAM C. ROGERS, Attorney Named in Mortgage	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
JESSE R. CHAFIN and	:	ANNE ARUNDEL COUNTY
ELIZABETH R. CHAFIN, his wife	:	

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

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 14th day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Jesse R. Chafin and Elizabeth R. Chafin, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry, it has been found that the said Jesse R. Chafin and Elizabeth R. Chafin, his wife, are not in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

Notary Public

FILED
1959 JAN 16 PM 2:04

6

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
JESSE R. CHAFIN and	:	ANNE ARUNDEL COUNTY
ELIZABETH R. CHAFIN, his wife	:	

: : : : : : : : :

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Jesse R. Chafin and Elizabeth R. Chafin, his wife to Fraternity Federal Savings and Loan Association dated January 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 900, folio 65.

January 8, 1959

Jesse R. Chafin and wife
Dividing Road, Lots 26 and 27
Severna Park, Anne Arundel Co.

Original amount of loan	$11,700.00
Interest	2,444.51
Taxes	401.30
Legal Costs	17.50
Fire Insurance	138.00
	$14,701.31
Less amount of Payments	6,251.87
Balance	$ 8,449.44

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY William G. Riggs
WILLIAM G. RIGGS, Secretary

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 12th day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law 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.

AS WITNESS my hand and Notarial Seal.

FILED
1959 JAN 16 PM 2:04

Herbert C. Moore
Notary Public

Mortgagee and Attorney's Bond.

US 1-369

LIBER 117 PAGE 69

UNITED STATES CASUALTY COMPANY

LIBER 9 PAGE 516

60 JOHN STREET, NEW YORK

Know All Men by These Presents:

That we William C. Rogers 113 E. Baltimore Street, Baltimore 2, Maryland - - as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND AND NO/100 ($9,000.00) - - - - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made 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 eighth day of January in the year nineteen hundred and fifty-nine

Whereas, the above bounden William C. Rogers by virtue of the power contained in a Mortgage from Jesse R. Chafin and Elizabeth R. Chafin, his wife to Fraternity Federal Savings and Loan Association, a body corporate bearing date the 28th day of January nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 900, Folio 65, and William C. Rogers is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden William C. Rogers do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Attest: Herbert C. Moore

Witness as to Surety:
F. B. Cary

William C. Rogers (Seal)
(Seal)
(Seal)

UNITED STATES CASUALTY COMPANY,
J.F. Eierman, Vice-President
Attest:
G.Lee Burgess, Assistant Secretary

FILED 1959 JAN 16 PM 2:05

8

ROBERT H. CAMPBELL . . . . . Auctioneer

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Md.

LIBER 117 PAGE 70

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Waterfront Property

AT MANHATTAN BEACH
3RD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Jesse R. Chafin and Elizabeth R. Chafin, his wife to Fraternity Federal Savings and Loan Association, dated January 28, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 900, folio 65, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Jan. 17, 1959

at 11 A.M.

All those waterfront lots, with improvements thereon, described as follows: Beginning for the same at a point on the Southeast side of Dividing Road in the divisional line between Lots Nos. 27 and 28 Section J as shown on the "Revised Plat No. 2, Manhattan Beach" recorded among the Plat Records of Anne Arundel County in Cabinet No. 2, Rod D-7, Plat 227, at a corner fence post there situate and running thence from said beginning point and with said divisional line between Lots Nos. 27 and 28, South 36° 22' East, 272.75 feet to a corner fence post situated on the Tidewaters of Dividing Creek, thence with the tidewaters of said Creek South 61° 54' 20" West 100.69 feet to a corner fence post located on the divisional line between Lots Nos. 25 and 26, Section J on the aforesaid Plat, thence along said divisional line North 35° 31' 10" West 291.12 feet to a galvanized fence post located on the said Southeast side of Dividing Road, thence along the said side of Dividing Road by a curve to the right the radius of which is 483.14 feet with a chord bearing North 72° 38' East, 100.83 feet for a distance of 101 feet to the place of beginning. According to a survey and Plat by T. T. Pantaleo, Surveyor, dated May, 1951. Being all of Lots Nos. (26) and (27) in Section "J" as shown on the "Revised Plat No. 2 of Manhattan Beach" which Plat is duly filed in the Plat Records of Anne Arundel County in Cabinet No. 2, Rod D-7, Plat 227, Plat Book No. 15, folios 28, 29. Being the same lots conveyed to said Mortgagors by Ann L. Beck, widow, by Deed dated July 23, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 634, folio 587. Subject to the legal operation and effect if any of any pole agreements or restrictions of record.

IMPROVEMENTS: One and one-half story frame dwelling, 6 rooms and bath, hot air, oil heat; ~~also garage and outbuilding.~~

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland

FILED

1959 JAN 20 PM 3:38

10

I hereby certify that I have this 17th day of January, 1959, sold the within described property to William A. Harting and Myrtle F. Harting, his wife at and for the sum of Ten Thousand Dollars they being at that the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that William A. Harting and Myrtle F. Harting have on this 17th day of January, 1959, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Ten Thousand Dollars ($10,000.00) and we and hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

William A. Harting

Myrtle F. Harting

Per WAH

FILED

1959 JAN 20 PM 3:38

LIBER 117 PAGE 12

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
JESSE R. CHAFIN and	:	ANNE ARUNDEL COUNTY
ELIZABETH R. CHAFIN, his wife	:	Equity No. 12,025

: : : : : : :

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as Lots Nos. 26 and 27 Section J, Dividing Road, Manhattan Beach, Anne Arundel County , Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of said sale, said Attorney Named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, January 17, 1959 at 11:00 A.M. attend at the Court House Door, and then and there sold at public auction for the highest amount bid for the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report,unto William A. Harting and Myrtle F. Harting, his wife, at and for the price of $10,000.00.

WILLIAM C. ROGERS, Attorney Named
In Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 19th day of January, 1959, before me, a subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED
1959 JAN 20 PM 3:18

11

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Md.

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE WATERFRONT PROPERTY

AT MANHATTAN BEACH, 3RD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Jesse R. Chafin and Elizabeth R. Chafin, his wife to Fraternity Federal Savings and Loan Association, dated January 28, 1955, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 900, folln 65, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Duor, Church Circle, Annapolis, Maryland, on

Sat., January 17, 1959 at 11 A. M.

All those waterfront lots, with Improvements thereon, described as follows: Beginning for the same at a point on the Southeast side of Dividing Road in the divisional line between Lots Nos. 27 and 28 Section J as shown on the "Revised Plat No. 2, Manhattan Beach" recorded among the Plat Records of Anne Arundel County in Cabinet No. 2, Rod D-7, Plat 227, at a corner fence post there situate and running thence from said beginning point and with said divisional line between Lots Nos. 27 and 28, South 36 degrees 22 minutes East, 272.73 feet to a corner fence post situated on the Tidewaters of Dividing Creek, thence with the tidewaters of said Creek South 61 degrees 54 minutes 20 seconds West 100.69 feet to a corner fence post located on the divisional line between Lots Nos. 25 and 26, Section J on the aforesaid Plat, thence along said divisional line North 35 degrees 31 minutes 10 seconds West 291.12 feet to a galvanized fence post located on the said Southeast side of Dividing Road, thence along the said side of Divlding Road by a curve to the right the radius of which is 483.14 feet with a chord bearing North 72 degrees 38 minutes East, 100.83 feet for a distance of 101 feet to the place of beginning. According to a survey and Plat by T. T. Pantaleo, Surveyor, dated May, 1951. Being all of Lots Nos. 1261 and 1271 in Section "J" as shown on the "Revised Plat No. 2 of Manhattan Beach" which Plat is duly filed in the Plat Records of Anne Arundel County in Cabinet No. 2, Rod D-7, Plat 227, Plat Book No. 15, folios 28, 29.

Being the same lots conveyed to said Mortgagors by Ann L. Beck, widow, by Deed dated July 23, 1951 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 634, folio 587. Subject to the legal operation and effect if any of any pole agreements or restrictions of record.

IMPROVEMENTS: One and one-half story frame dwelling, 6 rooms and bath, hot air, oil heat; also garage and outbuilding.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney named in Mortgage.
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland.
ROBERT H. CAMPBELL,
Auctioneer.

d-16

LIBER 117 PAGE 73

LIBER 117 PAGE 74

ORDER NISI

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

JESSE R. CHAFIN and ELIZABETH R. CHAFIN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,025 Equity

Ordered, this 20th day of January, 1959, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of February next.

The report states that the amount of sale was $ 10,000.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 JAN 20 PM 3:38

TEST: Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

JESSE R. CHAFIN and ELIZABETH R. CHAFIN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of February, 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.

/s/ Benjamin Michaelson JUDGE.

FILED

1959 FEB 25 PM 3:11

12

Additional
Mortgagee and Attorney's Bond.

LIBER 117 PAGE 75

US 1-369

LIBER 9 PAGE 517

UNITED STATES
CASUALTY COMPANY

60 JOHN STREET, NEW YORK

No. 12,025 Equity

Know All Men by These Presents:

That we William C. Rogers,
113 E. Baltimore Street, Baltimore 2, Maryland - - as Principal
and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ----------
--------ONE THOUSAND ($1,000.00) ----------Dollars,
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this eighth
day of January in the year nineteen hundred and fifty-nine

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Jesse P. Chafin and Elizabeth R. Chafin, his wife to Fraternity Federal Savings and Loan Association, a body corporate bearing date the 28th day of January nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 900, Folio 65, and William C. Rogers

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

Now the Conditions of this Obligation are Such, That if the above bounden
William C. Rogers
do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Herbert C. Moore

Attest: Herbert C. Moore

C. Lee Burgess

C. Lee Burgess, Assistant Secretary

Bond approved this 26th day of January 1959.

George T. Cromwell, Clerk

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By J. F. Dierman, Vice-President

1959 JAN 26 AM 9:52

13

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Md.

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE WATERFRONT PROPERTY

AT MANHATTAN BEACH, 3RD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Jesse R. Chafin and Elizabeth R. Chafin, his wife to Fraternity Federal Savings and Loan Association, dated January 28, 1955, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 900, frolio 65, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Sat., January 17, 1959

at 11 A. M.

All those waterfront lots, with improvements thereon, deseribed as follows: Beginning for the same at a point on the Southeast side of Dividing Road in the divisional line between Lots Nos. 27 and 28 Section J as shown on the "Revised Plat No. 2, Manhattan Beach" recorded among the Plat Records of Anne Arundel County in Cabinet No. 2, Rod D-7, Plat 227, at a corner fence post there situate and running thence from said beginning point and with said divisional line between Lots Nos. 27 and 28, South 36 degrees 22 minutes East, 272.75 feet to a corner fenee post situated on the Tidewaters of Dividing Creek, thence with the tidewaters of said Creek South 61 degrees 54 minutes 20 seconds West 100.69 feet to a corner fence post located on the divisional line between Lots Nos. 25 and 26, Section J on the aforesaid Plat, thence along said divisional line North 35 degrees 31 minutes 10 seconds West 291.12 feet to a galvanized fence post located on the said Southeast side of Dividing Road, thence along the said side of Dividing Road by a curve to the right the radius of which is 483.14 feet with a chord bearing North 72 degrees 38 minutes East, 100.83 feet for a distance of 101 feet to the place of beginning. According to a survey and Plat by T. T. Pantaleo, Surveyor, dated May, 1951. Being all of Lots Nos. (26) and (27) in Seetion "J" as shown on the "Revised Plat No. 2 of Manhattan Beach" whlch Plat is duly filed in the Plat Records of Anne Arundel County in Cabinet No. 2, Rod D-7, Plat 227, Plat Book No. 15, folios 28, 29.

Being the same lots conveyed to said Mortgagors by Ann L. Beck, widow, by Deed dated July 23, 1951 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 634, folio 587. Subject to the legal operation and effect if any of any pole agreements or restrictions of record.

IMPROVEMENTS: One and one-half story frame dwelling, 6 rooms and bath, hot air, oil heat; also garage and outbuilding.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney named in Mortgage.
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland.

ROBERT H. CAMPBELL,
Auctioneer.

LIBER 117 PAGE 76 OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 11, 1959

We hereby certify, that the annexed

Attorney's Sale

Jesse R. Chafin

v

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 17th day of January, 1959. The first insertion being made the 26th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 FEB 11 PM 2:

By Hazel Tilghman

14

LIBER 117 PAGE 77 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 12 025 Equity
WILLIAM C. ROGERS, Attorney Named in Mortgage
VERSUS
JESSE R. CHAFIN and
ELIZABETH R. CHAFIN, his wife

Ordered, this 20th day of January, 1959. That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of February next.

The report states that the amount of sale was $10,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1959

We hereby certify, that the annexed

Order Nisi Sale

Equity 12,025

Jesse R. Chafin

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of February, 1959. The first insertion being made the 22nd day of January, 1959

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1645 3 1959 FEB 17 AM 2:23 By Hazel Tilghman

15

LIBER 117 PAGE 78

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Jesse R. Chafin
and
Elizabeth R. Chafin, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,025 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. Finkelmeyer
Auditor.

April 22, 1959

FILED
1959 MAY -1 PM 1:43

Dr. William C. Rogers, Attorney named in Mortgage vs. Jesse R. Chafin and Elizabeth R. Chafin, his wife in ac.

To Attorney for Fee, viz:	300	00		
To Attorney for Commissions, viz:	338	89	638	89
To Attorney for Court costs, viz:				
Clerk of Court - additional Court costs	22	00		
Auditor - stating this account	13	50	35	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	68	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	15	42		
U. S. Casualty Co. - bond premiums	40	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	5	50		
Herbert C. Moore - notary fees	1	50	185	68
To Attorney for Taxes, viz:				
1959 State and County taxes - 17 days	6	55	6	55
To Fraternity Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim	8,449	44	8,449	44
To Jesse R. Chafin and Elizabeth R. Chafin, his wife, mortgagors - this balance	866	49	866	49
			10,182	55

17

with William C. Rogers, Attorney named in Mortgage

				Cr.
1959				
Jan.	17	Proceeds of Sale	10,000 00	
		Interest on deferred payment of $9,500.00 to 4/8/59	129 83	10,129 83
		Refund fire insurance premium	52 72	52 72
				10,182 55

LIBER 117 PAGE 81

ORDER NISI

William C. Rogers,

Attorney named in Mortgage

VERSUS

Jesse R. Chafin

and

Elizabeth R. Chafin, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,025 Equity.

FILED
1959 MAY-1 PM 1:48

ORDERED, This 1 day of May, 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 8th 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 8th day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of June, 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 JUN 10 PM 9:15

Matthew S. Evans
Judge

19

LIBER 117 PAGE 82 OFFIC OF

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. 12,025 Equity

Order Nisi

WILLIAM C. ROGERS, Attorney Named in Mortgage
versus
JESSE R. CHAFIN and ELIZABETH R. CHAFIN, his wife

Ordered, this 1 day of May, 1959, that the Report and Account of the Auditor, filed this day in the above entited cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th 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 8th day of June next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 9, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,025 Auditor account

Jesse R. Chafin

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of June, 1959. The first insertion being made the 5th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 JUN 9 By H. Tilghman

No. M. G. 7168

20

PETITION FOR FORECLOSURE
OF LAND INSTALLMENT CONTRACT

Chesapeake Land Corporation

2 E. Redwood St., Baltimore-2, Md.

VS.

Kirby R. Campbell and

Patricia G. Campbell, his wife

Box 163, R.D. 5
Pasadena, Maryland

LIBER 117 PAGE 83

IN THE

CIRCUIT COURT

OF
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

No. 15,091 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 14th day of Sept., A. D. 1953 the defendant as Buyers executed and delivered to the Plaintiff as Seller land installment contract of sale ~~a mortgage~~ upon certain fee simple property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of ~~the mortgage~~ principal balance debt of $ 9,495.00 and interest as therein mentioned, wherein said ~~mortgagor~~ defendants assented to the passage of a decree for the sale of said ~~mortgaged~~ land installment contract of sale property, to take place at any time after any default in any covenant or condition of said ~~mortgage~~ land installment contract of sale, all which will appear from said ~~mortgage~~ land installment contract of sale marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition, and whereas the said land installment contract of sale is now in default and the provisions of Article 21, Section 113 of the Annotated Code of Maryland (1957 Edition, as amended) have been complied with as per the attached affidavit marked "Petitioner's Exhibit No. 2", and also filed herewith as a part of this petition.

And your petitioner pray s that a decree may be passed for the sale of said property in accordance with the terms of said ~~mortgage~~ land installment contract of sale

And as in duty, &c.

John M. Baumann
616 Munsey Building
Baltimore-2, Maryland
Attorney for Plaintiff

FILED
1959 FEB 13 PM 3:37

No. 13,091 Equity

Standard Land Installment Contract

Approved by Real Estate Board of Baltimore

LIBER 117 PAGE 84

This Agreement of Sale, made this 14th day of September 1953, between CHESAPEAKE LAND CORPORATION, who resides at ..... and whose post-office address is 2 E. REDWOOD STREET, BALTIMORE2, Md., Seller, and Kirby R. Campbell and Patricia G. Campbell, his wife, who resides at Box 163, R.D. 5, Pasadena, Md. and whose post-office address is ....., Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in .....

The Third Election District of Anne Arundel County, Maryland being known as Lot #227 Chelsea Beach as shown on Plat #5, which is recorded among the Land Records of Anne Arundel County, Maryland In Cab. 4, Rod G-4, Plat #11.....together with all improvements thereon

at and for the cash price of Ninety-nine Hundred and ninety-five Dollars--- - - - - - - $ 9995.00

Fees and other charges, if any ..... $ _____

Insurance, covering loss by fire, and extended coverage _____,

in the amount of $ 9,000.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires Sept. 29, 1953

Total Purchase Price Ninety-nine Hundred, and ninety-five Dollars - - - - - - - - - $ 9995.00

Paid on account by Buyer Five Hundred Dollars $ 500.00

Principal balance owed by Buyer Ninety-four Hundred and ninety-five Dollars $ 9495.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at

(Place of payment) 2 East Redwood Street, Baltimore 2, Maryland

in consecutive (monthly) ~~(weekly)~~ installments of $90.00 each, which shall severally become due and payable on the first Mon day of each and every (month) ~~(week)~~ beginning with the first installment due on the 2nd day of November, 1953, and any other public charges and assessments shall become due and payable in full in cash. until September 14, 1955, at which time the entire balance plus accrued interest, taxes, insurance

Interest at 6% per annum on present unpaid balance of purchase price ..... $ 9495.00

Annual Ground Rent (if any) ..... $ _____

Present Annual Taxes (Part of large tract, Exact amount of taxes unknown at this time) ..... $ _____

Estimated Annual Water Rent ..... $ _____

Insurance Premiums Annually ..... $ 40.50

Other Public Charges, as follows: ..... $ _____

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract:

FILED

1959 FEB 13 PM 3:37

"Plaintiff's Petitioner's Exhibit No. 1"

The aforesaid property is sold subject to the following covenants, conditions and restrictions, and reservations (the Seller is therein referred to as "Grantor);

1. Neither the said land, nor any part thereof, nor any structure that may be erected thereon, shall ever be used or occupied by, or sold, conveyed, leased, rented or otherwise disposed of to any other than white persons as the owners or tenants thereof.

2. For the purpose of preserving the character of the development of said "Chelsea Beach" as residential, no part of said lot(s) or any building now or hereafter erected thereon shall be used for the sale or manufacture of malt or spirituous liquors, bone-boiling establishment, tannery, slaughter-house, glue soap, candle, starch or gunpowder factory; for the keeping of pigs, for burial purposes, or for any use or purpose which may be offensive or dangerous, or which the Grantor may deem injurious to the general character of the development; chickens may be kept, if confined to the premises of the owner of said lot(s); no stores, booths, bath or boat houses, marine railway, cabins or business places, or places of amusement, or for public use shall be erected, established or conducted thereon except with the consent in writing of the Grantor.

3. No building, except necessary outbuildings for use of owners or occupants, shall be erected upon said lot, the reasonable cost of which shall be less than Thirty-five Hundred Dollars ($3500.00).

4. Only one dwelling for dwelling purposes, shall be erected on Lots # 227 Chelsea Beach, as shown on Plat No. 5. Improvements on the waterfront lots shall face the water, which shall be regarded as the front of such lots, and improvements on inside lots shall face the street, avenue or road upon which the lot(s) front; no part of any dwelling or other building erected upon any waterfront lot shall be erected within fifty feet of the shore line of said lot or within twenty feet of the rear line of such lot(s) and no part of any building erected upon any inside lot(s) shall be erected within fifty feet of the street, road or avenue upon which the lot fronts; no outbuilding shall be erected upon any lot(s) except between the rear of the dwelling thereon and the rear line of said lot(s). And no part of any building shall be erected within ten feet of the side or rear lines of said lot(s).

5. Toilets and bath houses must be installed in either the dwelling or garage, where a dwelling is equipped with a water system, the drainage from such shall be made to pass unto or through a properly built septic tank or a type approved by the State Department of Health, or Board of Public Health of Anne Arundel County; no sewage shall be permitted to enter the water of the Magothy River or its tributaries. No garage, outbuilding or tent shall be used for dwelling purposes, nor erected prior to the building of the dwelling, except by the written consent and approval of the Grantors, in writing.

6. No wooden or other solid fences shall be erected, except by the consent of the Grantor in writing.

7. The mention or indication of roads, lanes and paths, upon said Plat of "Chelsea Beach", or in any deed, contract or other instrument, is for the purpose of description only, and is not intended as a dedication of the same to public use, but the Grantor expressly reserves, in fee-simple, all its right, title and interest in an to the same, and including such roads, lanes and paths on which the aforesaid lot binds, and/or which are designated and laid out on the aforesaid Plat, or any amended Plat hereafter filed, and/or any roads, lanes and paths which may be hereafter laid out, and further reserves the right to use the same for the installation of gas, water, sewerage, electric, telephone and telegraph poles and wires, and for such other reasonable uses as said Grantor may deem necessary, or to close the same absolutely, except as to the use of the same by the owners and occupants of lots abutting thereon for purposes of ingress and egress.

8. The provisions herewith contained shall run with and bind the land hereby conveyed and be enforceable by the Grantor, its successors and assigns, and by the Grantees, their heirs and assigns. The violation of any of the provisions herein contained is hereby declared and agreed to be a nuisance.

9. The term "Grantor" as used herein, is intended to mean the Grantor, its successors and assigns.

It is understood and agreed that, at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

LIBER 1117 PAGE 86

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of....6½ per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.
8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of September 14, 1953, at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: 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 property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

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

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

CHESAPEAKE LAND CORPORATION

Frances A. Hammett — Witness
Edna D. Dunphrey (SEAL) — Seller's Signature -President

Frances A. Hammett — Witness
.....(SEAL) — Seller's Signature

Date signed by Seller.....Sept 14.....19 53

Frances A. Hammett — Witness
Kirby R Campbell (SEAL) — Buyer's Signature

Frances A. Hammett — Witness
Patricia J. Campbell (SEAL) — Buyer's Signature

Date signed by Buyer.....Sept. 14.....19 53

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

14th day of Sept. 1953

Frances A Hammett — WITNESS
Kirby R Campbell — Buyer

Frances A. Hammett — WITNESS
Patricia J. Campbell — Buyer

CHESAPEAKE LAND CORPORATION
2 East Redwood Street
Baltimore 2, Md.

LIBER 117 PAGE 87

October 24, 1958

Mr. Kirby R. Campbell and Patricia G. Campbell, his wife
Box 108, R. D. #5
Pasadena, Maryland

Dear Mr. and Mrs. Campbell:

Re: Lot No. 227 and Improvements, as shown on Plat No. 5, Chelsea Beach - Land Installment Contract - Chesapeake Land Corporation, Vendor, and Kirby R. Campbell and Patricia G. Campbell, his wife, Vendees.

This is to notify you that the above described land installment contract dated September 24, 1953 between Chesapeake Land Corporation, Vendor, and you as Vendees, for the purchase of Lot No. 227 and Improvements, as shown on Plat No. 5 of Chelsea Beach, situated in the Third Election District of Anne Arundel County, is in default by reason of your failure to pay the monthly installments of $90.00 each provided for to pay in for the past four (4) months. The total amount of the installments now in default is $360.00 as of October 6, 1958. You are further in default in failing to pay the total balance of principal and accrued interest on September 24, 1958, as provided in said land installment contract.

Please be advised that unless the sum of $360.00 covering the monthly installments due up to and including October 6, 1958 is paid by November 30, 1958, the above mentioned contract shall terminate as of November 30, 1958 and the undersigned Vendor, Chesapeake Land Corporation, shall proceed to exercise its rights and remedies as provided in said agreement, pursuant to the provisions of Article 21, Section 115, of the 1957 Annotated Code of Maryland, to the end that said property shall be sold at public sale under the jurisdiction of the Circuit Court for Anne Arundel County, and should there be any deficiency, a decree for payment of such deficiencies may be obtained against you. The aforesaid sale will also incur additional expenses which will be chargeable to you.

The above notice of default is sent you pursuant to the provisions of Article 21, Section 113, of the 1957 Annotated Code of Maryland.

Very truly yours,

CHESAPEAKE LAND CORPORATION

"Petitioner's Exhibit No 2"

By_____
Edna G. Pumphrey, President

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LIBER 117 PAGE 88

Chesapeake Land Corporation 2 East Redwood Street Baltimore-2, Maryland	:	IN THE CIRCUIT COURT
VS.	:	OF
Kirby R. Campbell and Patricia G. Campbell, his wife Box 163, R. D. 5 Pasadena, Maryland	:	ANNE ARUNDEL COUNTY No. 13,091 Equity

AFFIDAVIT

I HEREBY CERTIFY That on this 11th day of February, 1959, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared EDNA G. PUMPHREY, President of CHESAPEAKE LAND CORPORATION, Plaintiff in the above entitled cause, and she certified and made oath in due form of law that the provisions of Article 21, Section 113 of the Annotated Code of Maryland (1957 Edition, as amended) have been complied with as per attached notice dated the 24th day of October, 1958 and the postal data attached thereto.

CHESAPEAKE LAND CORPORATION

By Edna G. Pumphrey
Edna G. Pumphrey,
President.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

Subscribed and sworn to before me, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, on this 11th day of February, 1959.

G. Miriam Bass, Notary Public

PETITIONER'S EXHIBIT NO. 2

FILED
1959 FEB 13 PM 3:37

7

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

LIBER 117 PAGE 89

Chesapeake Land Corporation

2 E. Redwood St., Baltimore-2, Md.

vs.

Kirby R. Campbell and

Patricia G. Campbell, his wife
Box 163, R. D. 5
Pasadena, Maryland

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 13,091 Equity
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 Edna G. Pumphrey, President of Chesapeake Land Corporation,

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

(1) said defendants ~~is~~ are not in the military service of the United States,

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

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

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

Edna G. Pumphrey
Affiant.
Edna G. Pumphrey

Subscribed and sworn to before me this 11th day of February 1959

G. Miriam Bass
G. Miriam Bass *Notary Public*

FILED
1959 FEB 13 PM 3:37

8

LAND INSTALLMENT CONTRACT OF SALE

STATEMENT OF ~~MORTGAGE~~ CLAIM

LIBER 117 PAGE 90

Chesapeake Land Corporation

2 E. Redwood St., Baltimore-2, Md.

vs.

Kirby R. Campbell and

Patricia G. Campbell, his wife
Box 163, R. D. 5
Pasadena, Maryland

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 13,091 Equity

LAND INSTALLMENT CONTRACT OF SALE

STATEMENT OF ~~MORTGAGE~~ DEBT

Principal balance owned by Buyers	$ 9,495.00
Paid on account of principal balance	2,135.56
Due on principal balance	$ 7,359.44
Plus interest from June 30, 1958 to February 12, 1959	$ 279.45
Insurance from September 30, 1958 - J. Ramsay Barry	$ 36.78
Total amount due by Buyers	$ 7,675.67

CHESAPEAKE LAND CORPORATION

By Edna G. Pumphrey
Edna G. Pumphrey,
President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 11th day of February in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared EDNA G. PUMPHREY, President of CHESAPEAKE LAND CORPORATION

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

FILED
1959 FEB 13 PM 3:37

As witness my hand and Notarial Seal,

G. Miriam Bass

G. Miriam Bass, *Notary Public.*

9

LAND INSTALLMENT CONTRACT PREMISES

DECREE FOR SALE OF ~~MORTGAGE PREMISES~~

Chesapeake Land Corporation

2 E. Redwood St., Baltimore-2, Md.

vs.

Kirby R. Campbell and

Patricia G. Campbell, his wife
Box 163, R.D. 5
Pasadena, Maryland

IN THE LIBER 117 PAGE 91

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 13,091 Equity

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

The Petition and Exhibits in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 14th day of February, in the year nineteen hundred and fifty-nine by the Circuit Court of ~~Baltimore City~~ Anne Arundel County **ADJUDGED, ORDERED and DECREED,** that the ~~Mortgaged~~ land installment contract of sale property in the proceedings mentioned be sold, at or after any one of the periods limited in the ~~mortgage~~ land installment contract of sale filed for the forfeiture of said ~~mortgage~~; that Charles F. Obrecht be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Two Thousand ..... Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their ~~personal representatives and assigns~~ successors and assigns and/or the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the ~~mortgage~~ land installment contract claim, duly verified by affidavit, as required by law, be filed in said cause.

Benjamin Michaelson
Judge

FILED
1959 FEB 14 AM 12:08

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LIBER 117 PAGE 92

LIBER 9 PAGE 525

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No.13,091 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Charles F. Obrecht, 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 Nigèt Thousand Dollars ($9,000.00), current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of February, 1959.

WHEREAS, by virtue of a power of sale contained in a Standard Land Installment Contract from Kirby R. Campbell and Patricia G. Campbell, his wife, to Chesapeake Land Corporation, dated on or about September 14, 1953, the said Charles F. Obrecht is authorized and empowered to make sale of the property described in said Contract, in case default should be made in the payment of the principal debt secured by said Contract or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Charles F. Obrecht is about to execute said power and make sale of the property described as aforesaid in said Contract.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Charles F. Obrecht 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 said property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered

in the presence of

Charles F. Obrecht (SEAL)

Charles F. Obrecht, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV Attorney-in-fact

SURETY

Kathleen L. Woelfel

Kathleen L. Woelfel, as to both

Bond approved this 17th day of February 1959.

George T. Cromwell, Clerk

FILED

1959 FEB 17 AM 10:32

11

REPORT OF SALE

LIBER 117 PAGE 93

CHESAPEAKE LAND CORPORATION

2 E. Redwood St., Baltimore-2, Md.

vs.

KIRBY R. CAMPBELL and

PATRICIA G. CAMPBELL, his wife

Box 163, R. D. 5

Pasadena, Maryland

IN THE

CIRCUIT COURT

FOR

~~OF~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

EQUITY DOCKET 18
FOLIO 83
EQUITY NO. 13091

To The Honorable Judge of the Circuit Court of ~~Baltimore City~~

FOR ANNE ARUNDEL COUNTY

The Report of Sale of CHARLES F. OBRECHT

Trustee appointed by the decree in the above entitled cause, to make sale of certain real estate and improvements thereon

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Maryland Gazette, a weekly newspaper published in Anne Arundel County

~~daily newspaper published in Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee, Charles F. Obrecht did pursuant to said notice on Thursday, the 19th day of March 19 59 at two o'clock P M. attend on the premises and then and there sold said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in said decree situated in Anne Arundel County and described as follows:

Lot No. 227, Chelsea Beach, as shown on Plat No. 5, which is recorded among the Land Records of Anne Arundel County in Cabinet 4, Rod G-4, Plat No. 11, together with all improvements thereon.

And your said Trustee sold the above described property to James J. Pfister, Jr. and Julia G. Pfister, his wife, for the sum of Eighty-one Hundred Fifty Dollars ($8150.00), they being at that sum the highest bidder therefor, the terms of said sale being payment of a deposit of Five Hundred Dollars ($500.00) and settlement upon ratification of said sale by this Honorable Court; adjustment of taxes and special assessments, if any, to date of sale; balance of purchase money to bear interest from date of sale.

FILED
1959 MAR 24 AM 9:44

Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 20th day of 19 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES F. OBRECHT

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

As witness my hand and Notarial Seal,

G. Miriam Bass, *Notary Public.*

NOTARY PUBLIC BALTIMORE

12

ORDER NISI

LIBER 117 PAGE 94

CHESAPEAKE LAND CORPORATION

versus

KIRBY R. CAMPBELL AND

PATRICIA G. CAMPBELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,091 Equity

Ordered, this 24th day of March, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by Charles F. Obrecht, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of April next.

The report states that the amount of sale was $ 8,150.00

FILED 1959 MAR 24 AM 9:44

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

CHESAPEAKE LAND CORPORATION

versus

KIRBY R. CAMPBELL and

PATRICIA G. CAMPBELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of April, 1959 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.

Matthew S. Crouse

JUDGE.

FILED

1959 APR 29 AM 9:26

13

OBRECHT and BAUMANN
Solicitors
616 Munsey Building
Baltimore 2, Md.

Trustee's Sale

DESIRABLE FEE-SIMPLE DWELLING PROPERTY

KNOWN AS LOT NO. 227, CHELSEA BEACH, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a decree of the Circuit Court for Anne Arundel County in Equity (Docket 18, Folio 83, Equity No. 13091), in Corporation vs. Kirby R. Campbell and Patricia G. Campbell, his wife (decree for sale of mortgaged premises), the undersigned Trustee will sell at public auction, on the premises, on

Thurs., March 19, 1959 at 2 o'clock P. M.

All that piece or parcel of ground situate and lying in Anne Arundel County and described as follows:

Being known as Lot No. 227, Chelsea Beach, as shown on Plat 5, which is recorded among the Land Records of Anne Arundel County, Maryland in Cabinet 4, Rod G-4, Plat No. 11, together with all the improvements thereon. Lot size 100' x 220', more or less.

Improved by an ASBESTOS SHINGLE BUNGALOW, containing 5 rooms and bath.

DIRECTIONS TO PROPERTY: Ritchie Highway to Mountain Road, to Magothy Beach Road, to property.

Terms of sale: A cash deposit of $500 will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes and special assessments, if any, to be adjusted to day of sale.

CHARLES F. OBRECHT,
Trustee.

E. T. Newell & Co., Inc.
Auctioneers.
John M. Miller, Jr., President
120-26 W. North Avenue
Baltimore 1, Md.
PL. 2-3580. M-19

OFFIC OF

Maryland Gazette

Published by LIBER 117 PAGE 95

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 25, 1959

We hereby certify, that the annexed Trustee's Sale

Kirby R Campbell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 19th day of March, 1959. The first insertion being made the 19th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 MAR 26 AM 11:39

By H. Tilghman

14

OFFICE OF

Maryland Gazette

Published by LIBER 117 PAGE 96

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,091

Kirby R. Campbell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of April, 1959. The first insertion being made the 26th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 APR 28 By Hazel Tilghman

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,091 Equity

CHESAPEAKE LAND CORPORATION
versus
KIRBY R. CAMPBELL and PATRICIA G. CAMPBELL, his wife

Ordered, this 24th day of March, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Charles F. Obrecht, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of April, next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of April next.

The report states that the amount of sale was $9,150.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

A-16

No. M. G. 6996

In the Case of

Chesapeake Land Corporation

VS.

Kirby R. Campbell

and

Patricia G. Campbell, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,091 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. Dickelman
Auditor.

May 4, 1959

FILED

1959 MAY -6 AM 11:58

21

Dr. Chesapeake Land Corporation vs. Kirby R. Campbell and Patricia G. Campbell, his wife

			in ac.
To Trustee for Commissions, viz:	275 99		275 99
To Trustee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	28 00		
Auditor - stating this account	13 50		51 50
To Trustee for Expenses, viz:			
Capital-Gazette Press - advertising sale	53 15		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
The Sun - advertising sale	25 70		
Globe Indemnity Co. - bond premium	36 00		
E.T. Newell & Co.,Inc.- auctioneer's fee	238 00		
One-half Federal documentary stamps	4 68		
One-half State documentary stamps	4 67		
G. Miriam Bass - notary fees	2 00		378 20
To Trustee for Taxes, viz:			
1959 State and County taxes ($116.15) - 2 months 19 days	25 49		25 49
To Chesapeake Land Corporation, Vendor - this balance on account claim under Agreement of Sale dated 9/14/53	7,468 55		7,468 55
			8,199 73
Amount of Claim Filed	7,675 67		
Interest on principal balance of $7,359.44 from 2/12/59 to 3/19/59 - 35 days	42 93		
	7,718 60		
Cr. Amount allowed above	7,468 55		
Balance due	250 05		

with Charles F. Obrecht, Trustee Cr.

1959				
Mar.	19	Proceeds of Sale	8,150 00	
		Interest on deferred payment of $7,650.00 to 4/28/59	49 73	8,199 73
				8,199 73

18

ORDER NISI LIBER 117 PAGE 100

Chesapeake Land Corporation

VERSUS

Kirby R. Campbell

and

Patricia G. Campbell, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,091 Equity.

ORDERED, This 6th day of May, 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 15th 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 15th day of June next.

George T. Cromwell Clerk

1959 MAY -6 PM 11:53

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of June, 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 JUN 16 PM 3:20

Benjamin Michaelson
Judge.

19

OF E OF

Maryland Gazette

Published by LIBER 117 PAGE 101

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,091 Equity

Order Nisi

CHESAPEAKE LAND CORPORATION
VERSUS
KIRBY R. CAMPBELL and PATRICIA G. CAMPBELL, his wife

Ordered, this 6th day of May, 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 15th 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 15th day of June next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
M-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 3, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,091 Auditor Account Kirby R. Campbell was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of June, 1959. The first insertion being made the 14th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JUN -3 PM 3:08

No. M.G. 8783 By H. Tilghman

20

LIBER 117 PAGE 102

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	IN THE
	:	CIRCUIT COURT
	:	FOR
JOHN J. HANNAN and PATRICIA B. HANNAN, his wife	:	ANNE ARUNDEL COUNTY
	: No. Equity	12,995

Mr. Clerk:

Please docket the above entitled suit and file Petitioner's Exhibit No. 1.

Alfred J. O'Ferrall, Jr.
Attorney named in Mortgage

FILED

1958 DEC 10 AM 9:34

PETITIONER'S EXHIBIT NO. 1

LIBER 117 PAGE 103

LIBER 1038 PAGE 456

Equity No. 12,975

This Mortgage, made this 31st day of August in the year one thousand nine hundred and fifty-six, between JOHN J. HANNAN and PATRICIA B. HANNAN, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors and OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

Whereas the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY has this day loaned to JOHN J. HANNAN and PATRICIA B. HANNAN, his wife,

the sum of SIX THOUSAND FOUR HUNDRED AND 00/100 - - - - - $6,400.00 - - - - DOLLARS, (being part of the purchase money for the property hereinafter described), which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6% per annum, in the manner following:

By the payment of FIFTY-FOUR AND 01/100 - - - - - $54.01 - - - - - - -DOLLARS, plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

First: To the payment of interest;

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

Third: Towards the payment of the aforesaid principal sum.

This mortgage may be paid at any time before maturity by paying the balance of principal, all arrears of interest due thereon, and ninety (90) days' interest in advance.

And Whereas, this mortgage shall also secure future advances, as provided by Chapter 178 of the Laws of Maryland, passed at the January Session in the year 1955 or any supplement thereto.

Now Therefore, this mortgage witnesseth, that in consideration of the premises and of One Dollar, the said JOHN J. HANNAN and PATRICIA B. HANNAN, his wife,

do grant unto the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all those lots, pieces, or parcels of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 27, 28, 29, 30, 31, 32, 33, and 34, as shown on Plat No. 2 of Outing Park, said plat being recorded among the Land Records of Anne Arundel County in Plat Book 13, folios 40 and 41. Being also shown on Plat of Green Haven, recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 7.

BEING all those lots of ground in a Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Edwards Lee Brittingham and Estella May Brittingham, his wife, to John J. Hannan and Patricia B. Hannan, his wife.

FILED

1958 DEC 10 AM 9:34

Petitioner's Exhibit No. 1

LIBER 117 PAGE 104

LIBER 1038 PAGE 457

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To Have and to Hold the said lot s of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, during the residue of the term of years yet to come and unexpired thereon, with the right and benefit of renewal of said term forever; subject to the payment of the yearly rent of **in fee simple.**

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

And the said Mortgagor s for **themselves, their** heirs, executors, administrators and assigns, covenant with the said Occident Federal Savings and Loan Association of Baltimore City, its successors and assigns, as follows:

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

II: To keep the buildings on the premises insured against loss by fire, windstorm and other insurable hazards for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee; the proceeds of any loss thereunder to be paid to the Mortgagee alone, and not to the Mortgagee and Mortgagor s jointly.

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

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

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

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

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

And the said Mortgagor s hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage, as herein provided), or the said Mortgagor s hereby also authorize the said Mortgagee, its successors or assigns, or Alfred J. O'Ferrall, Jr., its duly authorized attorney or agent, after default in the terms and conditions of this mortgage, to sell the herein mortgaged property, and any such sale, whether under the above consent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon the sale of said property under the powers herein granted the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property, equal to the commission usually allowed Trustees for making sale of similar property, by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than One Hundred - - $100.00 - - dollars;

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

Third, the balance, if any, to the said Mortgagors, their heirs, executors, administrators or assigns.

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

WITNESS:

John P. O'Ferrall

John J. Hannan [SEAL]
John J. Hannan

Patricia B. Hannan [SEAL]
Patricia B. Hannan

[SEAL]

[SEAL]

State of Maryland, City of Baltimore, to wit: 1079 FOLIO 459

I Hereby Certify that on this 31st day of August, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared John J. Hannan and Patricia B. Hannan, his wife,

the Mortgagor s named in the aforegoing mortgage and acknowledged said Mortgage to be their act.

At the same time also appeared William L. Cooney, President of said body corporate, the Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

John P. O'Ferrall Notary Public.

Rec'd for record Sept. 4, 1956, at 12:58 P.M.
Mailed to O'Ferrall & O'Ferrall

O'FERRALL & O'FERRALL,
Solicitors
1204 Mercantile Trust Buildi[illegible]
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

LOCATED IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, GREEN HAVEN, MARYLAND

The undersigned, attorney named in mortgage from John J. Hannan and Patricia B. Hannan, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated August 31, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1058, folio 456, will sell at public auction, on the premises, on

Thursday, Jan. 15, 1959
at 2:30 O'Clock P. M.

all that lot of ground and premises, situate and lying in Anne Arundel County and described as follows:

Being known and designated as Lots Nos. 27, 28, 29, 30, 31, 32, 33 and 34, as shown on Plat No. 2 of Outing Park, said plat being recorded among the Land Records of Anne Arundel County in Plat Book 13, folios 40 and 41. Being also shown on Plat of Green Haven, recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 7.

The said improvements and lots of ground described above are located at the Southeast corner of 27th Street and Outing Avenue, Green Haven.

The improvements consist of a 1½ story frame bungalow, and the lot is approximately 150 feet by 150 feet.

TERMS OF SALE: Cash upon ratification of the sale by the Circuit Court for Anne Arundel County. A deposit of $700.00 will be required of the purchaser at the time and place of sale. Unpaid purchase money to bear interest from the date of sale to the date of settlement. All expenses, including taxes and public charges of every nature and description, if any, to be adjusted to the date of sale.

ALFRED J. O'FERRALL, JR.
Attorney Named in Mortgage.
ALEX COOPER, Auctioneer.

J-3

OFFI[illegible] OF

Maryland Gazette

Published by LIBER 117 PAGE 106

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 13, 1959

We hereby certify, that the annexed

Attorney's Sale

John J. Hannan
#12,995 [illegible]

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 January, 1959. The first insertion being made the 18th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JAN 13 PM 12:[illegible]

By Hazel Tilghman

6

LIBER 117 PAGE 107

ALFRED J. O'FERRALL, JR., Attorney named in Mortgage	:	IN THE
	:	
	:	CIRCUIT COURT
vs.	:	
	:	FOR
JOHN J. HANNAN and PATRICIA B. HANNAN, his wife	:	ANNE ARUNDEL COUNTY
	:	Equity No. 12,995

STATEMENT OF MORTGAGE DEBT

Statement of mortgage claim of Occident Federal Savings and Loan Association of Baltimore City, under a mortgage from John J. Hannan and Patricia B. Hannan, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated August 31, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1058, folio 456:

Mortgage loan, date 8/31/56	$ 6,600.00
Interest charged from 9/1/56 to 1/31/59 and Expenses paid by Association	1,103.54
	$ 7,703.54
Paid on account of Principal, Interest and Expenses	1,628.10
	$ 6,075.44
Total balance due Association	$ 6,075.44

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 13th day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim filed in the said cause now remaining due and unpaid.

As Witness my hand and Notarial Seal.

1959 JAN 14 MARGARET TURNER NOTARY PUBLIC BALTIMORE MD.

Margaret Turner

Margaret Turner Notary Public.

SURETY DEPARTMENT

BOND NO. 3378211

LIBER 117 PAGE 108

LIBER 9 PAGE 513

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Hartford, Connecticut

(A Stock Company)

Equity No 12,995

MORTGAGEE'S OR ATTORNEY'S BOND

Know All Men By These Presents, That we, Alfred J. O'Ferrall, Jr., Baltimore, Maryland 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 SIXTY-TWO HUNDRED AND NO/100 ($6200.00) - - - 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 January in the year nineteen hundred and Fifty-Nine

Whereas, the above bounden Alfred J. O'Ferrall, Jr.

by virtue of the power contained in a mortgage from John J. Hannan and Patricia B. Hannan, his wife to Alfred J. O'Ferrall, Jr.

bearing date the 31st day of August nineteen hundred and fifty-four and recorded among the land records of Anne Arundel County ( ) in Liber G.T.C. No. 1058 Folio 456 and

Fee Simple Property at S/E Corner of 27th Street, Outing Avenue, Greenhaven, 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 Alfred J. O'Ferrall, 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 presence of

Margaret Turner

Bobbie McCarter

Alfred J. O'Ferrall, Jr. [SEAL]

[SEAL]

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By E. M. Keyser, Attorney-in-fact [SEAL]

Bond filed and approved this 14th day of January 1959

Geo. T. Cromwell, Clerk

JAN 16 11 11 10

Form S-2450 Printed in U. S. A.

8

LIBER 117 PAGE 109

ALFRED J. O'FERRALL, Attorney named in Mortgage	:	IN THE
	:	CIRCUIT COURT
	:	FOR
JOHN J. HANNAN and PATRICIA B. HANNAN, his wife	:	ANNE ARUNDEL COUNTY
	:	No. 12,995 Equity

REPORT OF SALE

The report of Alfred J. O'Ferrall, Attorney named in Mortgage from John J. Hannan and Patricia B. Hannan, his wife, dated August 31, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1058, folio 456 (default having occurred thereunder) respectfully shows:

That after giving bond with security for the faithful performance of the trust, and after having complied with all the other prerequisites as required by law, and after giving notice of the time, place, manner and terms of sale, by advertisements in the Maryland Gazette, a newspaper published in Anne Arundel County, and the Sunpaper, a newspaper published in Baltimore City, for at least twenty days before the date of sale, did, pursuant to said notice, attend the premises on Thursday, January 15, 1959, at 2:30 P. M., and then and there proceeded to sell said property in the following manner, that is to say:

Your Trustee offered at public sale, to the highest bidder, the property mentioned in the Certificate of Publication, heretofore filed in these proceedings, and

Your Trustee sold said property to Occident Federal Savings and Loan Association of Baltimore City, at and for the price of $4,600.00, it being then and there the highest bidder therefor.

Terms of sale being cash, upon ratification of the sale.

Respectfully submitted,

Alfred J. O'Ferrall
Attorney named in Mortgage

FILED
1959 JAN 23 AM 10:51

11

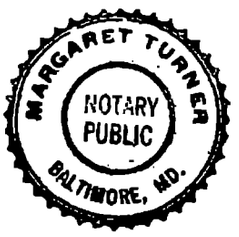
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 22nd day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared ALFRED J. O'FERRALL, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report are true and correct as therein set forth.

As Witness my hand and Notarial Seal.

Margaret Turner

Margaret Turner Notary Public.



LIBER 117 PAGE 111

ALFRED J. O'FERRALL Attorney named in Mortgage	:	IN THE
	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
JOHN J. HANNAN and PATRICIA B. HANNAN, his wife	:	IN EQUITY

: : : : : : : : : : : : : No. 12,995 Equity

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States.

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

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.

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

William J. McCormick

William J. McCormick Affiant.

Subscribed and sworn to before me this 10th day of February 1959

John J. Jones

Notary Public.

John J. O'Ferrall

FILED

1959 FEB 11 AM 10:09

13

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 117 PAGE 112

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,995 Equity

ALFRED J. O'FERRALL
Attorney Named in Mortgage
Versus
JOHN J. HANNAN and
PATRICIA B. HANNAN, his wife.

Ordered, this 23rd day of January, 1959, that the sale of the property in these proceedings mentioned, made and reported by Alfred J. O'Ferrall, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED. unless cause to the contrary thereof be shown on or before the 2nd day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of March next.

The report states that the amount of sale was $4,600.00.

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

F-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,995

John J. Hannan

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of March, 1959. The first insertion being made the 29th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 14481 1959 FEB 28 AM 9:3

14

ORDER NISI

ALFRED J. O'FERRALL

Attorney named in Mortgage

versus

JOHN J. HANNAN and

PATRICIA B. HANNAN, his wife

IN THE LIBER 117 PAGE 113

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,995 Equity

Ordered, this 23rd day of January, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by Alfred J. O'Ferrall, Attorney named in Mortgage,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of March next.

The report states that the amount of sale was $4,600.00

George T. Cromwell Clerk.

True Copy,

Filed 1959 JAN 23 AM 10:51

TEST: _____ Clerk.

(Final Order)

ALFRED J. O'FERRALL

Attorney named in Mortgage

versus

JOHN J. HANNAN and

PATRICIA B. HANNAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 3d day of March, 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 MAR -3 PM 3:18

15

Gazette

CLASSIFIED AD DEPARTMENT

WORDS	TIMES	PAID $ 6.00 BALANCE DUE US $	MON.	TUES.	WED.	THURS.	FRI.	SAT.

LIBER 117 PAGE 114

Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
P		✓							✓							✓															

CLASSIFICATION	NAME Alfred J. O'Ferrall, Jr.	PHONE NUMBER
Legal	ADDRESS	AD TAKER

Instructions to Compositor

COPY ORDER NISI

Alfred J. O'Ferrall, Jr.,
Attorney Named in Mortgage

VERSUS

John J. Hannan and
Patricia B. Hannan, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,995 Equity

Ordered, this 26th day of March 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 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

FILED 1959 MAY -9 AM 11:52

George T. Cromwell Clerk

True Copy: TEST: George T. Cromwell Clerk

Alfred J. O'Ferrall, Jr. Atty. (Check Attached)

Maryland Gazette

A—16

16

LIBER 117 PAGE 115

Order Nisi

IN THE CIRCUIT COUR OR
ANNE ARUNDEL COU
No. 12,995 Equity

ALFRED J. O'FERRALL, JR.,
Attorney Named In Mortgage
versus
JOHN J. HANNAN and
PATRICIA B. HANNAN, his wife

Ordered, this 26th day of March, 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 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
A-16

CORRECTED
(COPY ORDER NISI)

ALFRED J. O'FERRALL, JR.
Attorney named in Mortgage
VERSUS
JOHN J. HANNAN and
PATRICIA B. HANNAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,995 **Equity**

Ordered, this 9th **day of** May **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 15th **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** 15th **day of** June **next.**

FILED ..... **Clerk**

True Copy: TEST: 1959 MAY -9 A 11 43 ..... **Clerk**

17

LIBER 117 PAGE 116

In the Case of

Alfred J. O'Ferrall, Jr.,
Attorney named in Mortgage
VS.
John J. Hannan
and
Patricia B. Hannan, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,995 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

March 24, 1959

Dr. Alfred J. O'Ferrall, Jr., Attorney named in Mortgage vs. in ac.
John J. Hannan and Patricia B. Hannan, his wife

To Attorney for Commissions, viz:	168	00		
To Attorney for Fee, viz:	100	00	268	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	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	26	80		
Hartford Accident & Indemnity Co.-bond premium	24	80		
Alex Cooper - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Margaret Turner - notary fees	1	00	140	86
To Occident Federal Savings & Loan Ass'n of Baltimore City, mortgagor - this balance on account mortgage claim	4,148	34	4,148	34
			4,608	70
Amount of mortgage claim filed	6,075	44		
Cr. Amount allowed above	4,148	34		
Balance subject to decree in personam	1,927	10		

19

with Alfred J. O'Ferrall, Jr., Attorney named in Mortgage Cr.

1959				
Jan.	15	Proceeds of Sale	4,600 00	4,600 00
		Refund fire insurance premium	8 70	8 70
				4,608 70

1959 MAR 26 AM 11:20

ORDER NISI

LIBER 117 PAGE 119

Alfred J. O'Ferrall, Jr.,

Attorney named in Mortgage

VERSUS

John J. Hannan

and

Patricia B. Hannan, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,995 Equity.

ORDERED, This 9th day of May, 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 15th 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 15th day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of June, 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.

1959 JUN 16 PM 3:[illegible]

Benjamin Michaelson

Judge

21

OFFICE OF

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 117 PAGE 120

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,995 Equity
ALFRED J. O'FERRALL, JR. Attorney named in Mortgage
versus
JOHN J. HANNAN and PATRICIA B. HANNAN, his wife

Ordered, this 9th day of May, 1959, That the Report and Account of the Auditor, filed this day in **414 LOVEL 3 BR. HOME**, has the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of June next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,995
Auditor Account
John J. Hannan

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of June, 1959. The first insertion being made the 14th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

FILED

No. M.G. 8793 1959 JUN -4 AM 9:23

22

LIBER 117 PAGE 121

THE LIFE INSURANCE COMPANY OF VIRGINIA	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
HERBERT R. MUTSCHLER and ERLEEN J. MUTSCHLER, his wife	*	Docket 18 Folio 18
		Case No. 12956
Defendants	*	Filed

* * * * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the plaintiff respectfully represents:

That on the 28th day of April, 1955, the Defendants executed and delivered to James W. Rouse & Company, Incorporated, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $11,650.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition.

This mortgage was assigned to The Life Insurance Company of Virginia on the 28th day of April, 1955.

That the Defendants have defaulted in the payment of the mortgage debt.

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

AND, AS IN DUTY BOUND, etc.

Franklin G. Allen

Franklin G. Allen

FILED

1958 NOV 26 PM 2:22

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

LIBER 923 PAGE 113

MARYLAND

LIBER 117 PAGE 122

12,980 Equity

MORTGAGE

PURCHASE MONEY

THIS MORTGAGE, made this 28th day of April, A. D. 19 55, by and between HERBERT R. MUTSCHLER and ERLEEN J. MUTSCHLER, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and JAMES W. ROUSE & COMPANY, INCORPORATED,

a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee firm~~* 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 Six Hundred Fifty and 00/100----------Dollars ($ 11,650.00), 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 James W. Rouse & Company, Incorporated, 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-Nine and 07/100----------Dollars ($ 59.07), commencing on the first day of May, 19 55, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 19 85. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

Being known and designated as Lot 57 as shown on the Plat of Oakridge, which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 23 Folio 40, formerly recorded in Plat Cabinet 4, Rod G-5, Plat 1.

BEING the same lot of ground which by Deed of even date herewith recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Standard Homes Construction Corporation unto the Mortgagors herein.

Petitioner's Exhibit No. 1

FILED

1958 NOV 26 PM 2:22

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

16—49690-6

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

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

The Mortgagors agree that should the Note and Mortgage not be eligible for guarantee by the Administrator for Veterans' Affairs within 30 days from the date hereof or should any Officer or Authorized Agent of the said Administrator at any time claim a defense whether in whole or in part against any guarantee previously given the Mortgagee may, at its option, declare all sums secured thereby immediately due and payable.

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

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not 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 60 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or R. Dorsey Watkins, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

16—49890-6

5

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

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

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

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

Witness: Phyllis Marie Sherrill
PHYLLIS MARIE SHERRILL

Herbert R. Mutschler [SEAL]
HERBERT R. MUTSCHLER

Erleen J. Mutschler [SEAL]
ERLEEN J. MUTSCHLER

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 923 PAGE 117

I HEREBY CERTIFY, That on this 28th day of April, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Herbert R. Mutschler and Erleen J. Mutschler, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Recorded-3rd-May-1955-at-9-A.M.

Phyllis Marie Sherrill
PHYLLIS MARIE SHERRILL Notary Public.

FOR VALUE RECEIVED, and without recourse, James W. Rouse & Company, Incorporated, hereby assigns the within and aforegoing mortgage unto The Life Insurance Company of Virginia, its successors and assigns.

AS WITNESS the signature of James W. Rouse & Company, Incorporated, the signature of its Vice-President, together with the corporate seal hereto affixed this 28th day of April, 1955.

WITNESS JAMES W. ROUSE & COMPANY, INCORPORATED

Kathleen Kolby
Kathleen Kolby

C. G. Carey
C. G. Carey Vice-President

Recorded-3rd-May-1955-at-9-A.M.

25820 (501)

STATE OF MARYLAND

Mortgage

FROM

HERBERT R. MUTSCHLER AND

ERLEEN J. MUTSCHLER, HIS WIFE

TO

JAMES W. ROUSE & COMPANY, INCORPORATED
SHORT ASSIGNED TO THE LIFE INSURANCE
COMPANY OF VIRGINIA

Received for Record 3 May 1955 at 9 o'clock A.M.
Same day recorded in Liber 923 Folio 113 &c.,
No. 923 Folio 113 &c.,
e of the Land Records of A.A.Co.

and examined per

JOHN H. HOPKINS, 3rd Clerk.

Cost of Record $ Clerk

Recorded in Grantee Record 3 Day of May 1955, at 9 A.M. and the same day recorded in Liber J.H.H. 923 Folio 117 Records of Anne Arundel County

JOHN H. HOPKINS, 3rd Clerk

Pd.

CHARTER INDEX

LIBER 117 PAGE 120

THE LIFE INSURANCE COMPANY OF VIRGINIA	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
HERBERT R. MUTSCHLER and ERLEEN J. MUTSCHLER, his wife	*	Docket 18 Folio 18 Case No. 12980
Defendants	*	Filed

* * * * * * * * * * *

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 26th day of November, 1958, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Charles T. Albert and Joseph H. Young, or either of them, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of One Thousand Dollars ($1,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale at the premises, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be all cash, and the

6

unpaid balance of sale price to bear interest from the day of sale and to be paid upon ratification of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns or personal representatives the property and estate to him, her or them sole, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause. In the event that sale of the mortgaged property is made to a purchaser other than the mortgagee, the penalty of the bond filed in this ease shall be increased in an amount sufficient to cover the amount of the sale.

Judge

FILED
1958 NOV 26 PM 3:57

LIBER 117 PAGE 128

The LIFE INSURANCE COMPANY OF VIRGINIA, Plaintiff	*	IN THE CIRCUIT COURT
VS	*	FOR
HERBERT R. MUTSCHLER and ERLEEN J. MUTSCHLER, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 12,980

ORDER TO ENTER APPEARANCE

MR. CLERK:

Please enter the appearance of Jack C. Doney as Attorney for the Defendants in the above entitled matter.

Jack C. Doney

Jack C. Doney
Attorney for Defendants
9 Central Avenue
Glen Burnie, Maryland
SOuthfield 6-3280

FILED

1959 FEB 10 PM 12:36

LIBER 117 PAGE 129

THE LIFE INSURANCE COMPANY OF VIRGINIA	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
HERBERT R. MUTSCHLER and ERLEEN J. MUTSCHLER, his wife	*	Case No. 12,980
		Filed
Defendants	*	

* * * * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

WHEREAS, a purchase money mortgage, the original of which is filed in this case, was made on the 28th day of April, 1955, by and between your petitioners, Herbert R. Mutschler and Erleen J. Mutschler, his wife and James W. Rouse & Company, Incorporated, acknowledging that the mortgagors were justly indebted to the mortgagee in the principal sum of $11,650.00 for a contemporanous loan evidenced by a promissory note of even date;

WHEREAS, this obligation is in default and The Life Insurance Company of Virginia, the holder of the indebtedness and the plaintiff in these proceedings has made demand of your petitioners to pay the delinquency and your petitioners have refused;

WHEREAS, your petitioners do not intend to make further payments on this mortgage debt.

WHEREAS, this Court signed a decree on November 26, 1958, appointing Charles T. Albert and Joseph H. Young, or either of them, as trustees to sell the property encumbered by the mortgage filed in this case;

WHEREAS, on the day of , 19 , your petitioner, Herbert R. Mutschler, entered into the United States Navy and is still on active duty;

FILED

1959 FEB 10 PM 12:36

9

WHEREAS, your petitioners may have the right under the terms of the Soldiers and Sailors Civil Relief Act of 1940, as amended, 50 App. USCA, §501, et seq. to request a delay;

NOW THEREFORE, your petitioners hereby advise this Court that their ability to comply with the terms of the mortgage is not affected by military service; and hereby waive any rights they may have under said Act of 1940 to delay the foreclosure proceedings in this case or to have counsel appointed to represent their interests and pray that this Court exercise its discretion, as granted in said Act, to permit the sale of this property, pursuant to the terms of the Decree signed the 26th day of November, 1958, without further delay.

WITNESS:

Lindy Voelkel

Herbert R. Mutschler
Herbert R. Mutschler

WITNESS:

Lindy Voelkel

Erleen J. Mutschler
Erleen J. Mutschler, his wife

Jack C. Doney
Jack C. Doney
Attorney for Defendants

ORDER

The foregoing Petition having been submitted to this Court, read and considered:

IT IS THEREUPON, this 11th day of February, 1959, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the Trustees be, and they are hereby, authorized to sell the mortgaged property, pursuant to the terms of the Decree signed the 26th day of November, 1958, without further delay.

Benjamin Michaelson
Judge

FILED

1959 FEB 11 PM 3:14

10

LIBER 117 PAGE 131

THE LIFE INSURANCE COMPANY OF VIRGINIA	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
HERBERT R. MUTSCHLER and ERLEEN J. MUTSCHLER, his wife	*	Case No. 12,980
		Filed
Defendants	*	

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

STATEMENT OF MORTGAGE DEBT

As of March 16, 1959

Mr. and Mrs. Herbert R. Mutschler
1005 Louise Road
Glen Burnie, Maryland

Original amount of mortgage		$11,650.00
LESS		
Total principal payments		626.97
		$11,023.03
PLUS		
Advances made for insurance and taxes	$282.54	
Interest due from June 1, 1958 thru March 16, 1959@ 4½% on $11,023.03	393.98	
Late charges from July thru March	27.90	
Advanced for winterizing abandoned property	8.37	712.79
TOTAL MORTGAGE DEBT CLAIMED		$11,735.82

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 9th day of March, 1959, and before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Harry H. Batchelor, Vice President of the James W. Rouse & Co., Inc. and agent of the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Emma Lee Young
Notary Public

My Commission Expires:

May 4, 1959

FILED

1959 MAR 11 AM 10:09

11

LIBER 9 PAGE 547

New Amsterdam Casualty Company

LIBER 117 PAGE 132

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

280481

Equity No. 12,980

Know All Men By These Presents:

THAT WE, Charles T. Albert and Joseph H. Young 900 First National Bank Building - Baltimore, Md.

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of ONE THOUSAND AND 00/100 - - - - - - - - - - Dollars ($ 1,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 6th day of March in the year of our Lord one thousand nine hundred and fifty-nine

WHEREAS, the above bounden Charles T. Albert and Joseph H. Young

by virtue of a decree of the Honorable the Judge of Circuit Court of Anne Arundel County

has been appointed Trustee to sell property #1005 Louise Road, Glen Burnie, Anne Arundel Co Md.
mentioned in the proceedings in the case of

THE LIFE INSURANCE COMPANY OF VIRGINIA

vs.

HERBERT R. MUTSCHLER AND ERLEEN J. MUTSCHLER his wife

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Charles T. Albert and Joseph H. Young - - - - do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Mary Celeste Barlow
MARY CELESTE BARLOW

Mary Celeste Barlow
MARY CELESTE BARLOW

Charles T. Albert (SEAL)
Charles T. Albert

Joseph H. Young (SEAL)
Joseph H. Young

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

As to Surety:

N. S. Kraus

FILED 1959 MAR 11 AM 10:09

Bond filed and approved this 11th day of March 1959.
George T. Cromwell, Clerk

1-307-Md. Trustee—Receiver 500-7-47

12

LIBER 117 PAGE 133

THE LIFE INSURANCE COMPANY OF VIRGINIA Plaintiff vs. HERBERT R. MUTSCHLER and ERLEEN J. MUTSCHLER, his wife Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Case No. 12,980 Filed

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

REPORT OF SALE

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

The Report of Sale of Charles T. Albert and Joseph H. Young, Trustees appointed by the decree in the above entitled cause, to make sale of the mortgaged property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital-Gazette Press, Inc., a newspaper printed and published in Anne Arundel County, Maryland for more than three successive weeks preceding the day of sale, said Trustees did, pursuant to said notice on Monday, March 16, 1959, at 4:00 o'clock P.M., sell the property mentioned in these proceedings, that is to say:

Your Trustees offered, at public sale, to the highest bidder, the property mentioned in the mortgage dated the 28th day of April, 1955, and delivered to James W. Rouse & Company, Incorporated and recorded among the Land Records of Anne Arundel County in Liber 923, Page 113 and assigned unto The Life Insurance Company of Virginia on the 28th day of April, 1955.

And your Trustees sold said property unto The Life Insurance Company of Virginia at and for the sum of Eight Thousand Five Hundred Dollars ($8,500.00), said company being at that price the highest bidder therefor.

FILED
1959 MAR 19 AM 9:17

13

AND, as in duty bound, etc.

Charles T. Albert

Charles T. Albert, Trustee

Joseph H. Young

Joseph H. Young, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, That on this 17th day of March, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES T. ALBERT and JOSEPH H. YOUNG, Trustees, and made oath that the facts stated in the foregoing Report of Sale are true, as therin set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

MARY CELESTE BARLOW NOTARY PUBLIC BALTIMORE CITY, MARYLAND

Mary Celeste Barlow

MARY CELESTE BARLOW Notary Public

My Commission expires:

May 4, 1959

14

ORDER NISI

LIBER 117 PAGE 135

THE LIFE INSURANCE COMPANY OF VIRGINIA

versus

HERBERT R. MUTSCHLER and ERLEEN J. MUTSCHLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,980 Equity

Ordered, this 19th day of March, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Charles T. Albert and Joseph H. Young, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of April next.

The report states that the amount of sale was $ 8,500.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 MAR 19 AM 9:17

TEST: _____ Clerk.

(Final Order)

THE LIFE INSURANCE COMPANY OF VIRGINIA

versus

HERBERT R. MUTSCHLER and ERLEEN J. MUTSCHLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 29th day of April, 1959 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED

1959 APR 30 AM 9:23

15

TELEPHONE
COLONIAL 8-5808

LIBER 117 PAGE 136

ROBERT H. CAMPBELL, Auctioneer

LICENSED AUCTIONEER AND APPRAISOR OF REAL ESTATE AND PERSONAL PROPERTY

121 PRINCE GEORGE STREET
ANNAPOLIS, MARYLAND

March 22, 1959

Charles T. Albert, Atty.
900 First National Bank Bldg.
Baltimore 2, Maryland

I hereby certify that I did sell at public auction, March 16, 1959 the property known as lot no. 57 and improvements on the plat of Oakridge, also known as 1005 Louise Road, Anne Arundel Co., Maryland, at and for the sum of $8,500.00. The purchaser being The Life Insurance Company of Virginia, and that the sale was fairly made.

Robert H. Campbell, Auctioneer

Margie L. Causey
Witness

FILED
1959 MAR 26 PM 2:09

16

PIPER & MARBURY
Solicitors
900 First National Bank Build
Baltimore 2, Maryland

Trustees' Sale

OF FEE SIMPLE PROPERTY

By virtue of a decree of the Circuit Court of Anne Arundel County passed on this 26th day of November, 1958, in the case entitled The Life Insurance Company of Virginia vs. Herbert R. Mutschler and Erleen J. Mutschler, his wife, the undersigned Trustees will sell at public auction at the premises on

Mon., March 16, 1959
at 4:00 P. M.

The property is described as follows:

"ALL that lot of ground situate in Anne Arundel County in the State of Maryland, being known and designated as Lot 57 on the Plat of Oakridge, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 23, Folio 40, the improvements thereon being known as 1005 Louise Road."

For a more complete description see the mortgage from Herbert R. Mutschler and Erleen J. Mutschler, his wife to James W. Rouse & Company, Incorporated dated the 28th day of April, 1955 and recorded among the Land Records of Anne Arundel County in Liber 923, Page 113 and assigned to the said plaintiff.

IMPROVEMENTS: The improvements consist of an attractive one and one-half story house with livingroom, kitchen, two bedrooms and a tile bath. There is a full basement. There is hot air heat, gas fired.

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

TERMS OF SALE: A cash deposit of $800.00 will be required by purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rent, ground rents, and all other liens or charges, public or otherwise, including special paving taxes, if any, will be adjusted to day of sale.

17

CHARLES T. ALBERT and
JOSEPH H. YOUNG,
Trustees
ROBERT H. CAMPBELL
Auctioneer. M-12

OFFI OF

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.

LIBER 117 PAGE 137

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 25, 1959

We hereby certify, that the annexed

Trustee's Sale

Herbert R. Mutschler
No. 12,980 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of March, 1959. The first insertion being made the 19th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 MAR 26 AM 11:39

By H. Tilghman

C ICE OF

Maryland Gazette

Published by LIBER 117 PAGE 138

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,980 Equity

THE LIFE INSURANCE COMPANY OF VIRGINIA
versus
HERBERT R. MUTSCHLER and ERLEEN J. MUTSCHLER, his wife.

Ordered, this 19th day of March, 1959, that the sale of the Property in these proceedings made and reported by Charles T. Albert and Joseph H. Young, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of April next.

The report states that the amount of sale was $8,500.00.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
A-16

FILED

1959 APR 28 AM 9:33

No. M.C. 64184

18

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 27, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,980

Herbert R. Mutschler

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of April, 1959. The first insertion being made the 26th day of March, 19____.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

LIBER 117 PAGE 139

In the Case of

The Life Insurance Company
of Virginia
VS.
Herbert R. Mutschler
and
Erleen J. Mutschler, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,980 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

May 9, 1959

FILED

1959 MAY 13 PM 2:38

3

Dr. The Life Insurance Company of Virginia vs. Herbert R. Mutschler, in ac. and Erleen J. Mutschler, his wife

To Trustees for fee in lieu of fee and commissions, as agreed, viz:	250 00	250 00
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Defendants' Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	30 50	
Auditor - stating this account and two copies	18 00	68 50
To Trustees 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	10 00	
Robert H. Campbell - auctioneer's fee	25 00	
The Maryland Title Guarantee Co.- judgment and lien report	2 00	
One-half Federal documentary stamps	4 68	
One-half State documentary stamps	4 67	
Mary C. Barlow - notary fees	1 00	106 35
To Trustees for Benefit Charges, viz:		
Metered water from 12/12/58 to 3/16/59	4 70	4 70
To The Life Insurance Company of Virginia, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	8,236 59	8,236 59
		8,666 14
Amount of mortgage claim filed	11,735 82	
Cr. Amount allowed above	8,236 59	
Balance subject to decree in personam	3,499 23	

20

with Charles T. Albert and Joseph H. Young, Trustees Cr.

1959				
Mar.	16	Proceeds of Sale	8,500 00	
		Interest on deferred payment of $7,700.00 to 5/1/59	57 75	8,557 75
		Refund 1959 State and County taxes-adjusted to 3/16/59	108 39	108 39
				8,666 14

ORDER NISI LIBER 117 PAGE 142

The Life Insurance Company
of Virginia

VERSUS

Herbert R. Mutschler
and
Erleen J. Mutschler, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,980 Equity.

1959 MAY 14 AM 9:22 FILED

ORDERED, This 14th day of May, 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 22nd 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 22nd day of June next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of June, 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 JUN 24 PM 3:21

Judge

OFFIC OF

Maryland Gazette

Published by LIBER 117 PAGE 143

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,980 Equity
The Life Insurance Company of Virginia

versus

HERBERT R. MUTSCHLER and ERLEEN J. MUTSCHLER, his wife

Ordered, this 14th day of May, 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 22nd 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 22nd day of June next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Ju-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,980
Auditors Account
Herbert R. Mutschler

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of June, 1959. The first insertion being made the 21st day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 1959 JUN 11 AM 9:56

23

LIBER 117 PAGE 144

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
JOHN R. MERKEL and DELLA V. MERKEL, his wife	:	IN EQUITY
	:	Equity No. 13,085

Mr. Clerk:

Please docket the above entitled case, file Petitioner's Exhibit No. 1, Statement of Mortgage Claim and Military Affidavit.

O'Ferrall & O'Ferrall
1204 Mercantile Trust Building
Baltimore 2, Maryland

FILED

1959 FEB 11 AM 10:33

PETITIONER'S EXHIBIT NO. 1

LIBER 1025 PAGE 57 LIBER 117 PAGE 145

This Mortgage, made this 7th day of May in the year one thousand nine hundred and fifty-six, between JOHN R. MERKEL and DELLA V. MERKEL, his wife, Equity No. 13,085

of Anne Arundel County, in the State of Maryland, Mortgagors and OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

Whereas the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY has this day loaned to JOHN R. MERKEL and DELLA V. MERKEL, his wife,

the sum of SEVEN THOUSAND AND 00/100 - - - - - $7,000.00 - - - - - - - - - DOLLARS, (being part of the purchase money for the property hereinafter described), which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6% per annum, in the manner following:

By the payment of FIFTY AND 16/100 - - - - - $50.16 - - - - - - - - - DOLLARS, plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

First: To the payment of interest;

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

Third: Towards the payment of the aforesaid principal sum.

This mortgage may be paid at any time before maturity by paying the balance of principal, all arrears of interest due thereon, and ninety (90) days' interest in advance.

And Whereas, this mortgage shall also secure future advances, as provided by Chapter 178 of the Laws of Maryland, passed at the January Session in the year 1955 or any supplement thereto.

Now Therefore, this mortgage witnesseth, that in consideration of the premises and of One Dollar, the said JOHN R. MERKEL and DELLA V. MERKEL, his wife,

do grant unto the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all that lot, piece, or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the first and being known and designated as Lots Nos. 12 and 13, Section K, as shown on the Plat of Glen Burnie Heights, recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-2, Plat 193. The improvements thereon being known as No. 113 Fifth Avenue, S.W. (now known as Plat Book 16, folios 19 & 20.)

BEING the firstlot of ground in a Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from John L. Smith and Naomi C. Smith, his wife, to John R. Merkel and Della V. Merkel, his wife.

BEGINNING for the second thereof on the southwest side of Fifth Avenue, Southwest, formerly known as Marley Bridge Road, at the point where the southwest side of the said Avenue is intersected by the division line between Lot No. 1 and Lot No. 13, Section K, as shown on the Plat of Glen Burnie Heights on file among the Land Records of Anne Arundel County in Plat Book 16, folios 19 & 20; and running thence with the said division line and the division line between Lot 13 and Lot 14, South 29 degrees 42 minutes West

FILED 1958 FEB 11 AM 10:33

125.70 feet to an iron pipe heretofore set on the northeast side of Baltimore Avenue; thence running with the northeast side of Baltimore Avenue North 60 degrees 18 minutes West 8.40 feet to a hub; thence running through Lot 14 and Lot 1, North 29 degrees 42 minutes East 131.12 feet to a hub now set on the southwest side of the aforesaid Fifth Avenue, Southwest; thence running with the southwest side of Fifth Avenue, Southwest, South 27 degrees 29 minutes East 10 feet to the place of beginning. Being a part of Lot 1 and Lot 14, Block K, as shown on the aforesaid Plat of Glen Burnie Heights.

BEING the second lot of ground in a Deed dated October 9, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 715, folio 536, from Hugh M. Baker and Mildred M. Baker, his wife, to John L. Smith and Naomi C. Smith, his wife.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To Have and to Hold the said lot of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, during the residue of the term of years to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of in fee simple.

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

And the said Mortgagors for themselves, their heirs, executors, administrators and assigns, covenant with the said Occident Federal Savings and Loan Association of Baltimore City, its successors and assigns, as follows:

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

II: To keep the buildings on the premises insured against loss by fire, windstorm and other insurable hazards for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee; the proceeds of any loss thereunder to be paid to the Mortgagee alone, and not to the Mortgagee and Mortgagors jointly.

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

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

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

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

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

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage, as herein provided), or the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns, or Alfred J. O'Ferrall, Jr., its duly authorized attorney or agent, after default in the terms and conditions of this mortgage, to sell the herein mortgaged property, and any such sale, whether under the above consent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon the sale of said property under the powers herein granted the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property, equal to the commission usually allowed Trustees for making sale of similar property, by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than One Hundred - - - $100.00 - dollars;

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

Third, the balance, if any, to the said Mortgagors, their heirs, executors, administrators or assigns.

Witness the hands and seals of the said Mortgagors.

WITNESS:

John P. O'Ferrall

John R. Merkel [SEAL]

Della V. Merkel [SEAL]

[SEAL]

[SEAL]

LIBER 1025 PAGE 60

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 9th day of May, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared John R. Merkel and Della V. Merkel, his wife,

the Mortgagors named in the aforegoing mortgage and acknowledged said Mortgage to be their act.

At the same time also appeared William L. Cooney, President of said body corporate, the Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

John P. O'Ferrall Notary Public.

Rec'd for record May 9, 1956 at 11:44 A.M.
Mailed to O'Ferrall & O'Ferrall

LIBER 1117 PAGE 147

LIBER 117 PAGE 148

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
JOHN R. MERKEL and DELLA V. MERKEL, his wife	:	IN EQUITY
	:	Equity No. 13,085

STATEMENT OF MORTGAGE DEBT

Month of February, 1959

Mortgage loan, dated 5/7/56	$ 7,000.00
Interest charged, from 5/8/56 to 2/28/59 and Expenses paid by Association	1,394.55
	$ 8,394.55
Paid on account of Principal, Interest and Expenses	1,696.55
	$ 6,698.00
Redemption charge (three month's interest)	- - - - -
	$ 6,698.00
Short release charge (with-out recording)	- - - - -
Total balance due Association	$ 6,698.00

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I Hereby Certify, that on this 10th day of February, 1959, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As Witness my hand and Notarial Seal.

Margaret Turner

Margaret Turner Notary Public.

MARGARET TURNER NOTARY PUBLIC BALTIMORE, MD.

FILED

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LIBER 117 PAGE 149

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
JOHN R. MERKEL and DELLA V. MERKEL, his wife	:	IN EQUITY
	:	Equity No. 13,055

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 WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States.

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

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.

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

William J. McCormick Affiant.

Subscribed and sworn to before me
this 10th day of February 1959

Notary Public.

FILED

1959 FEB 11 AM 10:33

6

SURETY DEPARTMENT

LIBER 9 PAGE 549

BOND NO. 3378370

LIBER 117 PAGE 150

No. 13,085 County

Hartford Accident and Indemnity Company

HARTFORD • CONNECTICUT

(A Stock Company)

MORTGAGEE'S OR ATTORNEY'S BOND

Know All Men By These Presents, That we, Alfred J. O'Ferrall, Jr., Baltimore, Maryland 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 SEVEN THOUSAND AND NO/100 ($7,000.00) - - - 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 11th day of March in the year nineteen hundred and Fifty-Nine

Whereas, the above bounden Alfred J. O'Ferrall, Jr.

by virtue of the power contained in a mortgage from John R. Merkel and Della V. Merkel to Occident Federal Savings & Loan Association of Baltimore City bearing date the 7th day of May nineteen hundred and fifty-six and recorded among the land records of Anne Arundel County ( ) in Liber G.T.C. No. 1025 Folio 57 and

Fee Simple Property at 113 Fifth Avenue, S. W.

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 Alfred J. O'Ferrall, 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 presence of

Margaret Turner

Bobbie McCarter

Bobbie McCarter

FILED

1959 MAR 13 AM 9:52

Alfred J. O'Ferrall, Jr. [SEAL]

[SEAL]

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By J. C. Wilson, Attorney-in-fact [SEAL]

Bond approved this 13th day of March 1959.

George T. Cromwell, Clerk

Form S-3450 Printed in U. S. A.

7

LIBER 117 PAGE 151

OCCIDENT FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	
	:	CIRCUIT COURT FOR
vs.	:	
	:	ANNE ARUNDEL COUNTY
JOHN R. MERKEL and DELLA V. MERKEL, his wife	:	
	:	IN EQUITY

: : : : : : : : : : : : No. 13,085

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Alfred J. O'Ferrall, Jr., Attorney named in Mortgage from John R. Merkel and Della V. Merkel, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated May 7, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1025, folio 157, (default having occurred thereunder), respectfully shows:

That after giving bond for the faithful performance of the trust, and after having complied with all the prerequisites as required by law, and after giving notice of the time, place, manner and terms of sale, by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for at least twenty days before the date of sale, as well as by advertisement in the Sunpaper, a newspaper published in Baltimore City, did, pursuant to said notices, attend the premises on Wednesday, March 18th, 1959, at 2:30 O'Clock P. M., and then and there proceeded to sell the property in the following manner, that is to say:

Your Trustee offered at public sale to the highest bidder, the land and improvements known as No. 113 Fifth Avenue, S. W., Glen Burnie, more particularly described in the Certificate of Publication filed in these proceedings, and your Trustee sold said property to Henry J. Weber, Adam H. Weber and Raymond Plack, at and for the sum of $6,675.00, they being them and there the highest bidders therefor.

FILED

1959 MAR 19 AM 9:35

9

The terms of sale being cash, upon ratification of the sale.

Respectfully submitted,

Alfred J. O'Ferrall, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 18th day of March, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ALFRED J. O'FERRALL, JR., Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report are true and correct as therein set forth.

As Witness my hand and Notarial Seal.

Margaret Turner

Margaret Turner Notary Public.

MARGARET TURNER NOTARY PUBLIC BALTIMORE, MD.

ORDER NISI

OCCIDENT FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

versus

JOHN R. MERKEL and DELLA V. MERKEL, his wife

LIBER 117 PAGE 153

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,085 Equity

Ordered, this 19th day of March, 19 59 That the sale of the Property in these proceedings mentioned, made and reported by Alfred J. O'Ferrall, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of April next.

The report states that the amount of sale was $6,675.00

Filed/ 1959 Mar 19 AM 9:35 George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

OCCIDENT FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

versus

JOHN R. MERKEL and DELLA V. MERKEL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of April, 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 APR 30 AM 9:23

O'FERRALL & O'FERRALL,
SOLICITORS
1204 Mercantile Trust Buildir
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE-SIMPLE PROPERTY

LOCATED IN ANNE ARUNDEL COUNTY, STATE OF MARYLAND AND KNOWN AS NO. 113 FIFTH AVENUE, S.W., GLEN BURNIE

The undersigned attorney named in mortgage from John R. Merkel and Della V. Merkel, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated May 7, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1025, folio 57, will sell, at public auction, on

Wed., March 18, 1959 at 2:30 O'Clock P. M.

all that lot of ground and premises situate and lying in Anne Arundel County and described as follows:

BEGINNING for the first and being known and designated as Lots Nos. 12 and 13, Section K, as shown on the Plat of Glen Burnie Heights, recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-2, Plat 193 (now known as Plat Book 16, folios 19 & 20.) The improvements there on being known as No. 113 Fifth Avenue, S.W.

BEGINNING for the second thereof on the southwest side of Fifth Avenue, Southwest, formerly known as Marley Bridge Road, at the point where the southwest side of the said Avenue is intersected by the division line between Lot No. 1 and Lot No. 13, on the Plat of Glen Burnie Heights on file Glen Burnie Heights on file among the Land Records of Anne Arundel County in Plat Book 16, folios 19 & 20; and running thence with the said division line and the division line between Lot 13 and Lot 14, South 29 degrees 42 minutes West 125.70 feet to an iron pipe heretofore set on the northeast side of Baltimore Avenue; thence running with the northeast side of Baltimore Avenue North 60 degrees 18 minutes West 8.40 feet to a hub; thence running through Lot 14 and Lot 1, North 29 degrees 42 minutes East 131.12 feet to a hub now set on the southwest side of the aforesaid Fifth Avenue, Southwest; thence running with the Southwest side of Fifth Avenue, Southwest, South 27 degrees 29 minutes East 10 feet to the place of beginning. Being a part of lot 1 and Lot 14, Block K, as shown on the aforesaid Plat of Glen Burnie Heights.

The improvements consist of a one and one-half story stucco on block bungalow.

TERMS OF SALE: Cash, upon ratification by the Circuit Court of Anne Arundel County. A deposit of $700.00 will be required of the purchaser at the time and place of sale. Unpaid purchase money to bear interest from the date of sale to the date of settlement. All expenses, including taxes and public charges of every nature and description, if any, to be adjusted to the date of sale.

ALFRED J. O'FERRALL, JR.,
Attorney named in Mortgage
ALEX COOPER,
Auctioneer

M-12

OFF. OF

LIBER 117 PAGE 154

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 25, 1959

We hereby certify, that the annexed

Attorney's Sale

John R. Merkel

No. 13,085 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of March, 1959. The first insertion being made the 19th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 MAR 26 AM By: J. Tilghman

12

LIBER 117 PAGE 155

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. 13,085 Equity

OCCIDENT FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY
versus
JOHN R. MERKEL and DELLA V. MERKEL, his wife

Ordered, this 19th day of March, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Alfred J. O'Ferrall, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of April next.

The report states that the amount of sale was $6,675.00.

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

A-16

FILED

No. M. G. 1959 APR 29 PM 2:24

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 29, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,085

John R. Merkel

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 27th day of April, 1959. The first insertion being made the 26th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

13

In the Case of

Occident Federal Savings & Loan
Association of Baltimore City
vs.
John R. Merkel
and
Della V. Merkel, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,085 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. Ficklin
Auditor.

May 11, 1959

FILED
1959 MAY 13 AM 10:46

Dr. Occident Federal Savings & Loan Association of Baltimore City in ac.
vs. John R. Merkel and Della V. Merkel, his wife

To Attorney for Commissions, viz:	231	65		
To Attorney for Fee, viz:	100	00	331	65
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	58	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	39	70		
Hartford Accident & Indemnity Co. - bond premium	28	00		
Alex Cooper - auctioneer's fee	50	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Margaret Turner - notary fees	1	00	199	16
To Attorney for Taxes, viz:				
1959 State and County taxes on Lots 12 and 13 ($105.20) - adjusted to 3/18/59	22	79		
1959 State and County taxes on Lots 1-E and 14-E ($3.22) adjusted to 3/18/59		72	23	51
To Attorney for Benefit Charges, viz:				
1959 water and sewer benefit charges on Lots 12 and 13 ($16.40)- 2 mos. 18 days	14	16		
1959 water and sewer benefit charges on Lots 1-# and 14-E ($7.74) -2 mos.18 days	6	74	20	90
Metered water to 1/1/59	26	55	26	55
To Occident Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	6,068	52	6,068	52
			6,721	79
Amount of mortgage claim filed	6,698	00		
Interest on principal balance of $6,698 from 2/28 to 3/18/59 - 18 days	20	09		
	6,718	09		
Cr. Amount allowed above	6,068	52		
Balance subject to decree in personam	649	57		

1
12

with Alfred J. O'Ferrall, Jr., Attorney named in Mortgage Cr.

1959				
Mar.	18	Proceeds of Sale	6,675 00	
		Interest on deferred payment of $5,975.00 to 5/5/59 - 1 month 17 days	46 79	6,721 79
			6,721 79	

ORDER NISI LIBER 117 PAGE 159

Occident Federal Savings & Loan Association of Baltimore City

VERSUS

John R. Merkel

and

Della V. Merkel, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,085 Equity.

ORDERED, This 13th day of May, 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 22nd 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 22nd day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of June, 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 JUN 24 PM 3:21

Matthew S. Ensor

Judge

17

LIBER 117 PAGE 160

OFFI[illegible] 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. 13,085 Equity

OCCIDENT FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY
versus
JOHN R. MERKEL and DELLA V. MERKEL, his wife

Ordered, this 13th day of May, 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 22nd 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 22nd day of June next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Ju-4

FILED

No. M. 0598 JUN 11 AM 9:55

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1959.

We hereby certify, that the annexed

Order Nisi Eq. 13,085
Auditor account

John R. Merkel

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of June, 1959. The first insertion being made the 21st day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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LIBER 117 PAGE 161

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MD.

EQUITY NO. 13,095

CHESTER BERT WILSON, Route No. 1, Box No. 382A, Severn, Maryland,

COMPLAINANT

VS

DAN ZIEGLER AND

KATHRYN M. ZIEGLER, HIS WIFE - Thompson Station, Severn, Maryland, THEIR HEIRS, ASSIGNS AND NEXT OF KIN, AND ALL PERSONS CLAIMING TO HAVE AN INTEREST IN ONE AND ONE-HALF ACRES THOMPSON FARMS, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

RESPONDENTS

. . . . . .

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant respectfully shows:

1. That by deed, dated May 20, 1926, David Scarlett Ross conveyed to Dan Ziegler and Kathryn M. Ziegler, his wife, and recorded among the Land Records of Anne Arundel County in Liber WMB 34, folio 226, the following property, located in the Fourth Election District of Anne Arundel County, described as follows:

BEGINNING for the same on the southeast side of South Road, 30' wide laid out along the southeast side of the Washington, Baltimore and Annapolis Railway, and at the distance of 400' northeasterly from the intersection of the southeast side of South Road with the northeast side of East Drive, as laid out on plat of Thompson Farms, which plat is recorded among plat records of Anne Arundel County in Plat Book WNW 1, Section 3, folio 283; and running thence on the southeast side of South Road Northeasterly 200'; thence southeasterly 365' to intersect the northwest side of Dundee Road at the distance of 612' northeasterly from the intersection of the northeast side of East Drive with the northwest side of Dundee Road; thence on the northwest side of Dundee Road southwesterly 204' and thence northwesterly 370' to the place of beginning. Being part of ground described in deed from Jonas Oliver and wife to David Scarlett Ross, recorded in liber WNW 34, folio 290, photostat copy of which deed is filed herewith as "Complainant's Exhibit No. 1" and prayed to be taken as a part hereof.

FILED
1959 FEB 17 AM 10:18

2. That the County Commissioners, by its deed, dated December 16, 1947, and recorded among the aforesaid Land Records in Liber JHH 448, folio 319, conveyed said property unto Marvin Meadows, ~~original copy~~ of said deed being filed herewith marked "Complainant's Exhibit No. 2" and prayed to be taken as a part hereof.

3. That the aforesaid property was acquired by the County Commissioners of Anne Arundel County at Tax Sale No. 4036, and sold to it by the Treasurer of Anne Arundel County on October 16, 1935, for the sum of $28.96.

4. That Marvin Meadows and wife by their deed, dated November 16, 1951, and recorded among the aforesaid Land Records in Liber JHH 655, folio 258, conveyed the aforesaid property unto Chester Bert Wilson, ~~original filed copy~~ of which deed is recorded herewith and marked "Complainant's Exhibit No. 3" and prayed to be taken as a part hereof.

5. That the aforesaid property was set up on the assessment rolls of Anne Arundel County for the year 1935 as 1½ acres and assessed to Dan Ziegler and wife, Thompson Station, Severn Postoffice, Maryland.

6. That on February 17, 1959, Edward M. Dunn, Jr., Treasurer of Anne Arundel County issued tax sale certificate No. 2817 to the County Commissioners of Anne Arundel County, in accordance with Article 81, Sections 83 and 88 of the Annotated Code of Maryland, 1951 Edition. That this tax sale certificate has been assigned by the County Commissioners of Anne Arundel County unto MARVIN MEADOWS. WHO, IN TURN, ASSIGNED SAME ONTO Chester Bert Wilson, complainant herein, which certificate is attached hereto, marked "Complainant's Exhibit No. 4" and prayed to be taken as a part hereof.

7. To redeem the aforesaid property herein described, it is necessary that the defendants pay the sum of $28.96, together with interest from date of sale, all taxes, penalties, etc. accruing subsequent to date of the sale, and reimburse the complainant for amounts due under Section 109, Article 81 of the Annotated Code of Maryland, 1951 Edition.

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

LIBER 117 PAGE 162

9. That the Complainant prays for process directed to the above named defendants, Dan Ziegler and Kathryn M. Ziegler, his wife, Thompson Station, Severn, Maryland, their heirs, assigns, and next of kin, and all other persons claiming by, through or under them, to have any interest in the said property.

10. The Complainant prays for an order of publication directed to all parties interested in said property.

11. The Complainant prays the Court to pass a final decree, foreclosing all rights of redemption of the Respondents, their heirs, assigns and next of kin in and to the aforesaid property.

AND AS IN DUTY BOUND, ETC.

Chester Bert Wilson
Chester Bert Wilson, Complainant

Frankie Wilson
Frankie Wilson, Solicitor for Complainant,
25 Balto.-Annapolis Blvd.,N.W.
Glen Burnie, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 16th day of February, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Chester Bert Wilson, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Frankie D. Wilson
Frankie D. Wilson, Notary Public

[illegible] this 20th day of May, in the year one thousand nine hundred and twenty-six, [illegible] Scarlett Ross, Single, ~~of the City of Baltimore, in the State of Maryland~~, of

the City of Baltimore, in the State of Maryland, of the first part, and Dan Ziegler and Kathryn M. Ziegler, his wife, of Anne Arundel County, in the State of Maryland, of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said David Scarlett Ross doth grant and convey unto the said Dan Ziegler and Kathryn M. Ziegler, his wife, 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, lying and being in Anne Arundel County, State of Maryland, and described as follows, that is to say:-

BEGINNING for the same on the southeast side of South Road thirty feet wide laid out along the southeast side of the Washington, Baltimore and Annapolis Railway, and at the distance of four hundred feet northeasterly from the intersection of the southeast side of South Road with the northeast side of East Drive, as laid out on the plat of Thompson Farms, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No.1, Section 3, folio 283 &c., and running thence on the southeast side of South Road northeasterly two hundred feet; thence southeasterly three hundred and sixty-five feet to intersect the northwest side of Dundee Road, at the distance of six hundred and twelve feet northeasterly from the intersection of the northeast side of East Drive with the northwest side of Dundee Road; thence on the northwest side of Dundee Road, southwesterly two hundred and four feet; and thence northwesterly three hundred and seventy feet to the place of beginning.

BEING part of the lot of ground described in a deed from Jonas Oliver and wife to the said grantor, dated July 21, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 34, folio 290, etc.

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

TO HAVE AND TO HOLD the said lot 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 Dan Ziegler and Kathryn M. Ziegler, his wife, as tenants by the entireties, the survivor of them, his or her heirs and assigns, in fee-simple, subject to the following restrictions; That said land, nor any part thereof, shall not be sold, leased, rented, transferred to or permitted to be occupied by any negro or person of negro descent, but that said grantees, their heirs and assigns, may employ negroes or persons of negro descent on or about the premises in the capacity of servants or employees.

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

WITNESS the hand and seal of said grantor.

Test: John N. Yost. David Scarlett Ross, (Seal)

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 20th day of May, in the year one thousand nine hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared David Scarlett Ross, the above named grantor, and he acknowledged the foregoing Deed to be his act.

AS WITNESS my hand and Notarial Seal.

(Notary Seal) John N. Yost - Notary Public.

Recorded 3 August, 1926 - 2 P.M.

Correspondent [illegible] No 1
Filed 959 Feb. 17 AM 10:18

LIBER 117 PAGE 165

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 W. M. B. No. 34, folio 226, 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 13th day of February, A. D., 1959.

George T. Cromwell per GB

George T. Cromwell, Clerk

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LIBER 448 PAGE 319

FEE-SIMPLE DEED—CODE—City or County—40

Consideration less than $100. No Rev. Stamps required.

LIBER 117 PAGE 166

This Deed, Made this 16th day of December,

in the year one thousand nine hundred and forty-seven, by and between C. Albert Hodges, late County Treasurer, and the County Commissioners

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

Marvin Meadows

of the second part.

WHEREAS the property hereinafter described was sold at public sale to the County Commissioners of Anne Arundel County, by C. Albert Hodges, late County Treasurer, for default in the payment of County, School and State Taxes for the years 1931, 1932, 1933 and 1934, as will appear by reference to Number 4036 Tax Sales entitled "In the Matter of the Tax Sale of the Land of Dan Ziegler and wife", and

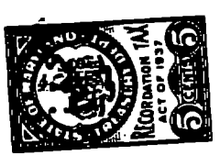
WHEREAS the said C. Albert Hodges, late County Treasurer, is by law authorized to execute this deed, and

WHEREAS the said County Commissioners of Anne Arundel County has sold all of its right, title and interest in said property unto the said party of the second part.

NOW, THEREFORE, THIS DEED,

Witnesseth, that in consideration of the premises and the sum of FIVE ($5.00) DOLLARS and other good and valuable considerations paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged,

the said parties of the first part



do grant and convey unto the said Marvin Meadows, his heirs

and assigns, in fee simple, all that lot or parcel of ground, situate, lying and being in the Fourth Election District of Anne Arundel County, aforesaid, and described as follows, that is to say:—

Being 1½ acres of land at Thompson.

BEING the same property which was conveyed to Dan Ziegler and Kathryn M. Ziegler, his wife, by David Scarlett Ross by deed dated May 20, 1926, and recorded among the Land Records of Anne Arundel Dounty in Liber W.M.B. No. 34, folio 226.

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COMPLAINANT'S EXHIBIT 2

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 lot 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

Marvin Meadows, his

heirs and assigns, in fee simple.

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

WITNESS the hand and seal of C. Albert Hodges, late County Treasurer, and witness also the signature of Weems R. Duvall, President of the County Commissioners of Anne Arundel County, a body corporate, and the corporate seal thereof duly affixed and attested by its Clerk.

~~Witness the hand and seal of said grantor~~

TEST:
Katharine H. McCutchan
Katharine H. McCutchan

ATTEST:
R. Harry Arnold
R. Harry Arnold, Clerk

C. Albert Hodges (SEAL)
C. Albert Hodges, late County Treasurer,
COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY,
a body corporate,
By Weems R. Duvall (SEAL)
Weems R. Duvall, President

COMMISSIONERS OF ANNE ARUNDEL COUNTY

LIBER 448 PAGE 321 LIBER 117 PAGE 168

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

I HEREBY CERTIFY, That on this 16th **day of** December,

in the year one thousand nine hundred and forty-seven **, before me, the subscriber,**

a Notary Public of the State of Maryland, in and for the County **aforesaid,**

personally appeared C. Albert Hodges, late County Treasurer, and he duly acknowledged the foregoing instrument to be his act and DEED; and also personally appeared Weems H. Duvall, President of the County Commissioners of Anne Arundel County, a body corporate,

~~the above named grantor~~ , and duly **acknowledged the foregoing Deed to be**

~~xxx~~ the act and DEED of said body corporate.

As Witness my hand and Notarial Seal.

Katharine H. McCutchan
Katharine H. McCutchan **Notary Public.**

Recorded December 19th, 1947 at 2 P.M.

No taxes due

DEED

FROM

C. Albert Hodges, late County Treas. & County Commissioners of A.A. County

TO

Marvin Meadows
Box 441 R.F.D. #9, Brooklyn, Md.

BLOCK NO.

Received for Record Dec 19 1947.
at 2 o'clock P.M. Same day recorded
in Liber No. Folio &c.,
one of the Land Records of Baltimore
and examined per
Clerk.
Cost of Record, $

Approved: 12/16/47
Counsel to Board

The Daily Record Company, Baltimore, Md.

LIBER 117 PAGE 169

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. 448, Folio 319, 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 13th day of February, A. D., 1959.

George T. Cromwell per JB

George T. Cromwell, Clerk

Complainant's Exhibit No 3

LIBER 117 PAGE 170

BOOK 655 PAGE 258

THIS DEED, made this 16 day of November, 1951, by and between Marvin Meadows and Loretta Meadows, his wife, parties of the first part and Chester Bert Wilson, party of the second part.

WITNESSETH: That for and in consideration of the sum of five dollars and other good and valuable considerations, receipt of which is hereby acknowledged, the said Marvin Meadows and Loretta Meadows, his wife, does hereby grant and convey to and unto Chester Bert Wilson, party of the second part, his heirs and assigns, in fee simple, the following described lot of ground:

All that lot of ground situated and lying in the Fourth Election District of Anne Arundel County, Maryland, tract of land recorded at the Anne Arundel Court House, Annapolis, Maryland, in Liber J.H.H. No. 448, folio 319, being 1-1/2 acres of land at Thompson.

BEING the same property which was conveyed to Dan Ziegler and Kathryn M. Ziegler, his wife, by David Scarlett Ross by deed dated May 20, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 34, folio 226. (See J.H.H. No. 448 folio 319)

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 lot 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 Chester Bert Wilson, his heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenants that they will warrant specially the property hereby granted and conveyed; and that they will execute such other and further assurances of the same as may be requisite.

Witness the hands and seals of the said Grantors.

Witness:

Bernie J. Gresham

Marvin Meadows (SEAL)
Marvin Meadows

Loretta Meadows (SEAL)
Loretta Meadows

BERNIE S GRESHAM
FILED
1959 FEB 17 AM 10:18

DEED PREPARED
WITHOUT TITLE
EXAMINATION
LOUIS M. STRAUSS, ATTY.

DOCUMENTARY 50 CENTS 50

DOCUMENTARY 5 CENTS 5

STATE OF MARYLAND RECORDATION TAX ACT OF 1947 55 CENTS 55

10

LIBER 117 PAGE 171

BOOK 655 PAGE 259

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 16 day of November, 1951, before me, the subscriber, a Notary Public of the State of Maryland, and the City aforesaid, personally appeared Marvin Meadows and Loretta Meadows, his wife, and they acknowledged the aforegoing deed to be their act.

Witness my hand and Notarial Seal.

Virginia M. DaShields
Notary Public
1823 Belt St.
Balto 30 Md.
VIRGINIA M. DASHIELDS NOTARY PUBLIC REGISTERED
My Commission Expires May 4, 1953

Recorded: November 19, 1951 at 2.50 P.M.

COMPLAINANT'S EXHIBIT NO. 4 EQUITY 13,095

Nº 2817 CERTIFICATE OF TAX SALE LIBER 117 PAGE 172

Edward M. Dunn Jr. successor to C. Albert Hodges Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1935, I sold to A. A. Co. Commissioners at public auction for the sum of 28.96/xx Dollars and _____ Cents, of which 28.96/xx Dollars has been paid as a deposit on the property in District 4 described as 1½ acres of land situated at Thompson in Anne Arundel County

and assessed to Dan Ziegler and wife.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1936, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 19th day of February 1959

Edward M. Dunn, Jr.
Edward M. Dunn, Jr. Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 19 day of ~~October~~ Feb, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

Lillian C. Carter
Lillian C. Carter Notary Public.

My Commission Expires May 4, 1959

FILED 1959 MAR 24 AM 9:19

FOR VALUE RECEIVED, THE FEB 17, 1959 COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY HEREBY ASSIGN THIS CERTIFICATE OF TAX SALE UNTO ~~CHESTER BERT WILSON~~ MARVIN MEADOWS, AS WITNESS THE CORPORATE SEAL OF SAID COUNTY COMMISSIONERS AND THE SIGNATURE OF ITS PRESIDENT COUNTY COMMISSIONERS OF AAC

12 WITNESS: Lucy F. Lahosky CLERK BY Frank W Wilde PRESIDENT

OVER

13

LIBER 117 PAGE 173

Glen Burnie, Maryland, March 20, 1959

FOR VALUE RECEIVED, we hereby assign the within tax sale certificate No. 2817 unto Chester Bert Wilson

AS WITNESS our hands and seals.

WITNESS:

Frankie Wilson

Frankie Wilson

Marvin Meadows (SEAL)
Marvin Meadows

Loretta Meadows (SEAL)
Loretta Meadows.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MD.

EQUITY NO. 13,095 LIBER 117 PAGE 174

CHESTER BERT WILSON, Route No. 1, Box No. 382-A, Severn, Maryland,
COMPLAINANT

VS

DAN ZIEGLER AND
KATHRYN M. ZIEGLER, HIS WIFE - Thompson Station, Severn, Maryland,

THEIR HEIRS, ASSIGNS AND NEXT OF KIN, AND ALL PERSONS CLAIMING TO HAVE AN INTEREST IN ONE AND ONE-HALF ACRES THOMPSON FARMS, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.
RESPONDENTS

- -

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Fourth Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to the County Commissioners of Anne Arundel County and conveyed to the Complainant herein by the County Commissioners of Anne Arundel County:

BEGINNING for the same on the southeast side of South Road, 30' wide laid out along the southeast side of the Washington, Baltimore and Annapolis Railway, and at the distance of 400' northeasterly from the intersection of the southeast side of South Road with the northeast side of East Drive, as laid out on plat of Thompson Farms, which plat is recorded among plat records of Anne Arundel County in Plat Book WNW 1, Section 3, folio 283; and running thence on the southeast side of South Road Northeasterly 200'; thence southeasterly 365' to intersect the northwest side of Dundee Road at the distance of 612' northeasterly from the intersection of the northeast side of East Drive with the northwest side of Dundee Road; thence on the northwest side of Dundee Road southwesterly 204' and thence northwesterly 370' to the place of beginning. Being part of ground described in deed from Jonas Oliver and wife to David Scarlett Ross, recorded in liber WNW 34, folio 290.

BEING the same lot of ground which by deed dated May 20, 1926, was conveyed by David Scarlett Ross to Dan Ziegler and Kathryn M. Ziegler, his wife, and recorded among the Land Records of Anne Arundel County in Liber WMB 34, folio 226.

BEING ALSO the same lot of ground which by deed dated December 16, 1947, was conveyed by the County Commissioners to Marvin Meadows, and recorded among the aforesaid Land Records in Liber JHH 448, folio 319.

BEING ALSO the same lot of ground which by deed dated Nov. 16, 1951, was conveyed by Marvin Meadows and wife to Chester Bert Wilson, and recorded among the aforesaid Land Records in Liber JHH 655, folio 258.

FILED
1959 FEB 17 AM 10:18

14

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

IT IS THEREUPON, this 17th day of February, 1959, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all parties interested in said lots to be and appear in this Court by the 22nd day of April 1959 and redeem the property and answer the Bill of Complaint or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property, investing in the Complainant a title free and clear of all encumbrances.

George T. Cromwell
Clerk

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND EQUITY No. 13,095

CHESTER BERT WILSON,
Route No. 1, Box No. 382-A,
Severn, Maryland
COMPLAINANT

VS.

DAN ZIEGLER and
KATHRYN M. ZIEGLER, his wife,
Thompson Station,
Severn, Maryland
THEIR HEIRS, ASSIGNS AND NEXT OF KIN, AND ALL PERSONS CLAIMING TO HAVE AN INTEREST IN ONE AND ONE-HALF ACRES, THOMRSON FARMS, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.
RESPONDENTS

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Fourth Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to the County Commissioners of Anne Arundel County and conveyed to the Complainant herein by the County Commissioners of Anne Arundel County:

BEGINNING for the same on the southeast side of South Road, 30' wide laid out along the southeast side of the Washington, Baltimore and Annapolis Railway, and at the distance of 400' northeasterly from the intersecton of the southeast side of South Road with the northeast side of East Drive, as laid out on plat of Thompson Farms, which plat is recorded among the plat records of Anne Arundel County in Plat Book WNW 1, Section 3, folio 283; and running thence on the southeast side of South Road Northeasterly 200'; thence southeasterly 365' to intersect the northwest side of Dundee Road at the distance of 612' northeasterly from the intersection of the northeast side of East Drive with the northwest side of Dundee Road southwesterly 204' and thence on the northwesterly 370' to the place of beginning. Being part of ground described in deed from Jonas Oliver and wife to David Scarlett Ross, recorded in liber WNW 34, folio 290.

BEING the same lot of ground which by deed dated May 20, 1926, was conveyed by David Scarlett Ross to Dan Ziegler and Kathryn M. Ziegler, his wife, and recorded among the Land Records of Anne Arundel County in Liber WMB 34, folio 226.

BEING ALSO the same lot of ground which by deed dated December 16, 1947, was conveyed by the County Commissioners to Marvin Meadows, and recorded among the aforesaid Land Records in Liber JHH 448, folio 319.

BEING ALSO the same lot of ground which by deed dated Nov. 16, 1951, was conveyed by Marvin Meadows and wife to Chester Bert Wilson, and recorded among the aforesaid Land Records in Liber JHH 655, folio 258.

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.

OFFICE

LIBER 117 PAGE 176

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 25, 1959

We hereby certify, that the annexed

Order of Publication

Eq. 13,095 Property

Dan Ziegler

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 April, 1959. The first insertion being made the 19th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 MAR 26 AM 11:39

By H. Tilghman

IT IS THEREUPON, this 17th day of February, 1959, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all parties interested in said lots to be and appear in this Court by the 22nd day of April, 1959 and redeem the property and answer the Bill of Complaint or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property, investing in the Complainant a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

M-12

LIBER 117 PAGE 178

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY, }
STATE OF MARYLAND, } ss:

I hereby certify that, on this 26th day of May ,
19 59 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Chester Bert Wilson

plaintiff , in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Dan Ziegler and Kathryn M. Ziegler, his wife

~~He~~ are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 26th day of May, , 19 59 .

Notarial Seal

Frankie D Wilson

Frankie Wilson - *Notary Public*

My Commission will expire on: Mary 1, 1961

Filed,

FILED
1959 MAY 26 AM 10:30

17

LIBER 117 PAGE 179

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MD.

EQUITY NO. 13,095

CHESTER BERT WILSON,
Route No. 1, Box No. 382-A,
Severn, Maryland.

COMPLAINANT

VS

DAN ZIEGLER AND
KATHRYN M. ZIEGLER, HIS WIFE-Thompson Station, Severn, Maryland
ET AL
RESPONDENTS

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this day of February, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, Solicitor in the above-entitled cause, and deposes and says as follows:

1. That a copy of the Bill of Complaint was mailed to the defendants by certified mail, receipt #611909, addressed to Mr. Dan Ziegler and Mrs. Kathryn M. Ziegler, Thompson Station, Severn, Maryland; that said letter was returned by the Post-office of Glen Burnie, Maryland, marked "Unknown", which said original letter, together with certified receipt #611909 is filed herewith, as exhibit.

2. That the affiant made inquiry in the vicinity of Thompson Station, Fourth Election District, Severn, Maryland, but was unable to locate the defendants, but learned that they had moved to Chicago, Illinois, in the 1930's.

3. That the affiant searched the Directory of Chicago, Illinois, in an effort to ascertain the whereabouts of the defendants, but was unable to learn anything; also a check was made of the Telephone Directory of Chicago, Illinois, without any result.

AS WITNESS my hand and Notarial Seal.

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

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public

VIVIAN D. SCHAUMLOEFFEL NOTARY PUBLIC Anne Arundel County, Md.

FILED

1959 MAY 26 AM 10:30

18

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 13,095

CHESTER BERT WILSON,
Route No. 1, Box No. 382-A,
Severn, Maryland.

COMPLAINANT

VS

DAN ZIEGLER AND
KATHRYN M. ZIEGLER, HIS WIFE - Thompson Station, Severn, Maryland,

THEIR HEIRS, ASSIGNS AND NEXT OF KIN, AND ALL PERSONS CLAIMING TO HAVE AN INTEREST IN ONE AND ONE-HALF ACRES THOMPSON FARMS, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

RESPONDENTS

- -

LIBER 117 PAGE 180

DECREE PRO CONFESSO

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

IT IS, THEREFORE, This 26th day of May 1959, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the said Bill of Complaint be, and the same is hereby, taken pro confesso against said defendants.

Benjamin Michaelson
Judge

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1959 MAY 26 PM 3:33

19

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 13,095

CHESTER BERT WILSON,
Route No. 1, Box No. 382-A,
Severn, Maryland.
COMPLAINANT

VS

DAN ZIEGLER AND
KATHRYN M. ZIEGLER, HIS WIFE,
Thompson Station, Severn, Maryland,

THEIR HEIRS, ASSIGNS AND NEXT OF KIN, AND ALL PERSONS CLAIMING TO HAVE AN INTEREST IN ONE AND ONE-HALF ACRES THOMPSON FARMS, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.
RESPONDENTS

- -

FINAL DECREE

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

It is thereupon this 27th day of June, 1959, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed:

1. That all rights of redemption of the defendants

Dan Ziegler and
Kathryn M. Ziegler, His Wife,

or anyone claiming by, through, or under them, in and to the property described as follows:

BEGINNING for the same on the southeast side of South Road, 30' wide laid out along the southeast side of the Washington, Baltimore and Annapolis Railway, and at the distance of 400' northeasterly from the intersection of the southeast side of South Road with the northeast side of East Drive, as laid out on plat of Thompson Farms, which plat is recorded among plat records of Anne Arundel County in Plat Book WNW 1, Section 3, folio 283; and running thence on the southeast side of South Road Northeasterly 200'; thence southeasterly 365' to intersect the northwest side of Dundee Road at the distance of 612' northeasterly from the intersection of the northeast side of East Drive with the northwest side of Dundee Road; thence on the northwest side of Dundee Road southwesterly 204' and thence northwesterly 370' to the place of beginning. Being part of ground described in deed from Jonas Oliver and wife to David Scarlett Ross, recorded in Liber WNW 34, folio 290; sold by the Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County for non-payment of taxes; and conveyed by the County Commissioners unto Marvin Meadows and by Marvin Meadows conveyed to the Complainant herein, all as shown by exhibits filed in this cause, be, and the same, are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said lots, free and clear of all alienations and descents

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occurring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to date of said tax sale and the public assessments to which the same are subject) are hereby vested in the Plaintiff.

3. That upon payment to the Treasurer of the taxes, interest and penalties thereon, if any, according to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying the said lots to the Plaintiff.

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

5. That the Clerk of this Court issue a certified copy of this Decree to be served on the Treasurer of Anne Arundel County.

Benjamin Michaelson

JUDGE

LIBER 117 PAGE 183

RIDGELY P. MELVIN, JR., Assignee	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
RICHARD H. WINNER and VIRGINIA FRANCES WINNER	*	NO. 12,788 EQUITY
	*	

* * * * *

INSTRUCTIONS TO DOCKET FORECLOSURE SUIT

Mr. Clerk:

Please docket the above-entitled foreclosure suit and file the original mortgage from Richard H. Winner and Virginia Frances Winner, his wife to Mary W. Federline, dated 24 November 1951 and recorded on 21 March 1952 among the Land Records of Anne Arundel County in Liber No. J.H.H. 672, folio 51, and subsequently assigned to the Plaintiff, Ridgely P. Melvin for the purposes of foreclosure by short assignment dated 23 July 1958, and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. 672, folio 55, on 28 July 1958, as Plaintiff's Exhibit No. 1.

Ridgely P. Melvin, Jr., Assignee
212 Duke of Gloucester Street
Annapolis, Maryland
COlonial 3-2658

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LIBER 117 PAGE 184

RIDGELY P. MELVIN, Jr., Assignee	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
RICHARD H. WINNER and VIRGINIA FRANCES WINNER	*	NO. 12,788 EQUITY
	*	

* * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that, on this 30th day of July 1958, before me, the undersigned, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ridgely P. Melvin, Jr., Assignee, and made oath in due form of law that the Defendants against whom these foreclosure proceedings were instituted, are not in military service; not ordered to report under the Selective Service Act of 1940; that they are not members of the enlisted Reserve Corps and/or have not been ordered to report for service therein; that the affiants source of knowledge and information is from the office of William A. Volkman, Jr., the attorney for the mortgagee named in the mortgage in these proceedings.

AS WITNESS my hand and Notarial Seal.

Elizabeth H. Brown
Elizabeth H. Brown, Notary Public
MY COMMISSION EXPIRES MAY 4, 1959

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LIBER 117 PAGE 185
LIBER 672 PAGE 51

THIS MORTGAGE

No 12,788 Equity

Made this 24th day of November in the year one thousand nine hundred and fifty-one, by and between,

RICHARD H. WINNER and VIRGINIA FRANCES WINNER, his wife, parties of the first part, and

MARY W. FEDERLINE

party of the second part:

WHEREAS, Richard H. Winner and Virginia Frances Winner, for money loaned, stand justly indebted unto Mary W. Federline in the full sum of Six Thousand Dollars ($6,000.00), for which said sum said Richard H. Winner and Virginia Frances Winner, his wife, have made, executed and delivered unto the said Mary W. Federline, payable to the order of Mary W. Federline, their one (1) certain joint and several promissory note of even date herewith with interest thereon until paid at the rate of five (5) per centum per annum; said principal and interest payable in month installments of Fifty-five Dollars ($55.00) each, commencing on the 15th day of December, 1951, and continuing on the 15th day of each and every month thereafter until said principal and interest is fully paid; each installment when so paid to be applied, first, to the balance of interest on the amount of principal remaining unpaid and the balance thereof credited to the principal; with the privilege of making larger payments in any amounts.

In the event of a default in the payment of any one or more monthly installments, the holder or holders of said note, at his, her, or their option, may by written demand upon the maker or makers thereof forthwith mature the whole debt as of the date of the next ensuing installment, which debt with interest to date shall then become due and payable; and the waiver of any one default shall not affect the right to mature the debt at any subsequent default.

NOW, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of Ten Dollars the said parties of the first part do grant unto the said party of the second part, in fee simple, all that lot, piece or parcel of ground, situate, lying and being in Anne Arundel County, State of Maryland, and described as follows, to wit:

Being a parcel of land situate in the 8th Election District of Anne Arundel County, State of Maryland,

Beginning for the same at a point 33 1/3 feet North of the Southeast corner of said lot one (1) as shown on a plat hereinafter referred to and running thence North along the East line of Lots one (1) and two(2) to a point 33 1/3 feet South of the Northeast corner Lot two (2); thence in a westerly direction parallel with Beach Avenue, 100 feet to a point 33 1/3 feet South of the northerly line of said lot two (2);

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thence in a southerly direction parallel with the East line of Lots one (1) and two (2), 33 1/3 feet to a point 33 1/3 feet North of the southerly line of said lot one (1), thence in an easterly direction parallel to Beach Avenue 100 feet to the place of beginning, said lot being 33 1/3 feet by 100 feet and being a part of lots one (1) and two (2) in Block one (1) as shown on the plat of North Beach Park, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 30.

Subject to the conditions and restrictions of record.

[redacted]

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the party of the second part, her heirs and assigns forever.

PROVIDED, that if the said Richard H. Winner and Virginia Frances Winner, his wife, his, her or their heirs, executors, administrators or assigns, shall pay or cause to be paid the aforesaid note, according to the tenor thereof, and shall perform all the covenants herein on his, her or their part to be performed, then this Mortgage shall be void.

AND it is agreed that, until default be made in the premises, the parties of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said parties of the first part for themselves and for his, her or their heirs, executors, administrators 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,

or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mary W. Federline, her heirs or assigns or William A. Volkman, Jr., her attorney, 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 cost incurred in making such sale, and to grant and convey the said porperty to the purchaser or purchasers thereof, his, her or their heirs or assigns and which sale shall be made in manner following, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel Co., Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; and in the ewent 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 all taxes assessed on the property hereby mortgaged, overdue and paid by the mortgagee or holder of this Mortgage, and commissions to the parites making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Anne Arundel County, sitting in equity; SECONDLY, to the payment of all claims of the said Mortgagee, her personal representatives and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said Mortgagors, his, her or their personal representatives or assigns, or to whoever may be entitled to the same.

AND IT IS FURTHER AGREED that if the pooperty aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission

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above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement and other legal costs.

AND the said Richard H. Winner and Virginia Frances Winner, his wife, for themselves and their heirs, executors, administrators, and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Dollars ($6,000.00), and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to insure to the benefit of the said Mary W. Federline, her personal representatives or assigns to the extent of his, her, or their lien or claim hereunder.

WITNESS their hands and seals

TEST: Virginia T. Fell — Richard H. Winner (SEAL)
VIRGINIA T. FELL — Richard H. Winner

Virginia T. Fell — Virginia Frances Winner (SEAL)
VIRGINIA T. FELL — Virginia Frances Winner

STATE OF MARYLAND
COUNTY OF MONTGOMERY, ss.:

I HEREBY CERTIFY that on this 24th day of November, in the year of our Lord one thousand nine hundred and fifty-one before the subscriber, a NOTARY PUBLIC of the said state in and for the said County, personally appeared, RICHARD H. WINNER and VIRGINIA FRANCES WINNER, his wife, grantors in the aforegoing deed and each acknowledged the foregoing Mortgage to be their act.

William A. Volkman
WILLIAM A. VOLKMAN, JR.

NOTARY PUBLIC

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LIBER 117 PAGE 189

STATE OF MARYLAND
COUNTY OF MONTGOMERY, ss.: LIBER 672 PAGE 55

I HEREBY CERTIFY that on this 27th day of November, in the year one thousand nine hundred and fifty-one, before the subscriber, a Notary Public in and for said county and state, personally appeared MARY W. FEDERLINE, the within named Mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.

WITNESS my hand and seal

William A. Volkman, Jr.
WILLIAM A. VOLKMAN, JR

Recorded: March 21, 1952 at 3 P.M.

RELEASE

I hereby release the within Mortgage

Witness my hand and seal this day of , 19 .

TEST: _____ _____ (SEAL)

ASSIGNMENT

I hereby assign the within Mortgage to Ridgely P. Melvin, Jr., for the purposes of foreclosure.

WITNESS my hand and seal this 23 day of July 1958.

ATTEST:

Wm A Volkman, Jr. — William A. Volkman, Jr.

Mary W Federline (SEAL) — Mary W. Federline

A STOCK COMPANY — ESTABLISHED 1890

LIBER 117 PAGE 190

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 9 PAGE 432

No. 12,788 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Ridgely P. Melvin, Jr., Assignee

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of October in the year of our Lord 1958

Whereas, the above bounden Ridgely P. Melvin, Jr., Assignee

by virtue of the power contained in a mortgage from Richard H. Winner and Virginia Frances Winner, his wife to Mary W. Federline bearing date the 24th day of November 1951 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 672 Folio 51 and assigned for the purposes of foreclosure to Ridgely P. Melvin, Jr.

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 Ridgely P. Melvin, Jr., Assignee

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

In Testimony Whereof, the above bounden Ridgely P. Melvin, Jr., Assignee

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

Signed, sealed and delivered in the presence of:

John A. Blondell — Ridgely P. Melvin, Jr. (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

John A. Blondell — By Ridgely P. Melvin, Jr. Attorney-in-Fact

John A. Blondell Assistant Surety

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

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1958 OCT -7 AM 9:33

Bond Approved this 7th day of October, 1958
George T. Cromwell, Clerk

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LIBER 117 PAGE 191

RIDGELY P. MELVIN, JR., Assignee 212 Duke of Gloucester Street Annapolis, Maryland	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	NO. 12,788 EQUITY
RICHARD H. WINNER and VIRGINIA FRANCES WINNER	*	
*	*	*

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Ridgely P. Melvin, Jr., Assignee, under the mortgage from Richard H. Winner and Virginia Frances Winner to Mary W. Federline, dated 24 November 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 672, folio 51, said mortgage being in default.

24 November 1951	Mortgage Loan	$ 6,000.00
	Amount paid on principal and interest	1,970.17
	Balance due 15 October 1957	$ 4,029.83
	5% interest for 11 months and 21 days	196.46
	Balance due 7 October 1958	$ 4,226.29

Ridgely P. Melvin

Ridgely P. Melvin, Jr., Assignee

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that, on this 7th day of October, 1958, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared RIDGELY P. MELVIN, JR.,

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Assignee, and made oath in due form of law that the foregoing is a true statement of the amount remaining due Mary W. Federline, Mortgagee, on her mortgage claim described herein, and that she has not received any security or any satisfaction therefor other than the mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Elizabeth H. Brown
Notary Public
MY COMMISSION EXPIRES MAY 4, 195[illegible]

Legal Notice

McWILLIAMS & MELVIN
Attorneys at Law
212 Duke of Gloucester Street
Annapolis, Maryland

Assignee's Sale

OF RESIDENTIAL PROPERTY

By virtue of a power of sale contained in a mortgage from Richard H. Winner and Virginia Frances Winner, his wife, dated 24 November 1951 and recorded among the Land Records of Anne Arundel County in Liber No. J. H. H. 672, folio 51, default having occurred thereunder, said mortgage having been assigned to the undersigned for purposes of foreclosure, the undersigned will sell at public auction at the Court House Door in the city of Annapolis, on

Tues., October 7, 1958
At Eleven O'clock A.M.

all that lot or parcel of land situate in the Eighth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a point 33 1/3 feet North of the Southeast corner of said lot one (1) as shown on a plat hereinafter referred to and running thence North along the East line of Lots one (1) and two (2) to a point 33 1/3 feet South of the Northeast corner Lot two (2); thence in a westerly direction parallel with Beach Avenue, 100 feet to a point 33 1/3 feet South of the northerly line of said lot two (2); thence in a southerly direction parallel with the East line of Lots one (1) and two (2), 33 1/3 feet to a point 33 1/3 feet North of the southerly line of said lot one (1), thence in an easterly direction parallel to Beach Avenue 100 feet to the place of beginning, said lot being 33 1/3 feet by 100 feet and being a part of lots one (1) and two (2) in Block one (1) as shown on the plat of North Beach Park, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 30. Subject to the conditions and restrictions of record.

THIS PROPERTY IS IMPROVED BY a one story frame cottage with composition roof and pine flooring.

TERMS OF SALE: A deposit of Two Hundred Fifty Dollars ($250.00) 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 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.

McWILLIAMS and MELVIN
Attorneys
By: RIDGELY P. MELVIN, JR.
Assignee.
GEORGE W. SCIBLE,
Auctioneer.

S-30

LIBER 117 PAGE 193

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 11, 1958

We hereby certify, that the annexed Assignee's Sale Richard H. Winner

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of October, 1958. The first insertion being made the 9th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 OCT 14 PM 1 [illegible]

By H. Filghman

10

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

McWILLIAMS & MELVIN
Attorneys at Law
212 Duke of Gloucester Street
Annapolis, Maryland

ASSIGNEE'S SALE

OF

Residential Property

By virtue of a power of sale contained in a mortgage from Richard H. Winner and Virginia Frances Winner, his wife, dated 24 November, 1951 and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. 672, folio 51, default having occurred thereunder, said mortgage having been assigned to the undersigned for purposes of foreclosure, the undersigned will sell at public auction at the Court House Door in the city of Annnapolis, on

Tuesday, October 7, 1958

AT ELEVEN O'CLOCK A.M.

all that lot or parcel of land situate in the Eighth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a point 33⅓ feet North of the Southeast corner of said lot one (1) as shown on a plat hereinafter referred to and running thence North along the East line of Lots one (1) and two (2) to a point 33⅓ feet South of the Northeast corner Lot two (2); thence in a westerly direction parallel with Beach Avenue, 100 feet to a point 33⅓ feet South of the northerly line of said lot two (2); thence in a southerly direction parallel with the east line of Lots one (1) and two (2), 33⅓ feet to a point 33⅓ feet North of the southerly line of said lot one (1), thence in an easterly direction parallel to Beach Avenue 100 feet to the place of beginning, said lot being 33⅓ feet by 100 feet and being a part of lots one (1) and two (2) in Block one (1) as shown on the plat of North Beach Park, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 30. Subject to the conditions and restrictions of record.

THIS PROPERTY IS IMPROVED BY a one story frame cottage with composition roof and pine flooring.

TERMS OF SALE: A deposit of Two Hundred Fifty Dollars ($250.00) 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 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.

McWILLIAMS and MELVIN
Attorneys

By: RIDGELY P. MELVIN, JR.,
Assignee

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1958 OCT 14 PM 1:31

LIBER 117 PAGE 195

I hereby certify that I have this 7th day of October 1958, sold the within described property to Mary W. Federline at and for the sum of 4,226.29 Dollars ($4226.29), being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

George W. Scible, Auctioneer

I, William A. Volkman, attorney for Mary W. Federline, hereby certify that I have this 7th day of October 1958, purchased the within described property from Ridgely P. Melvin, Jr., Assignee, at and for the sum of Four Thousand Two Hundred Twenty-Six Dollars and Twenty-Nine Cents ($4,226.29), and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof, and that I am fully authorized by Mary W. Federline to execute this agreement and bind her to the terms of said sale.

William A. Volkman (SEAL)
Attorney for Mary W. Federline

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LIBER 117 PAGE 196

RIDGELY P. MELVIN, JR., Assignee	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
RICHARD H. WINNER and VIRGINIA FRANCES WINNER, his wife	*	NO. 12,788 EQUITY
	*	

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Ridgely P. Melvin, Jr., Assignee for the purposes of foreclosure of the mortgage filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in the mortgage from Richard H. Winner and Virginia Frances Winner, his wife, dated 24 November 1951, and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. 672, folio 51, the said Ridgely P. Melvin, Jr., as the Assignee for the purposes of foreclosure of said mortgage and sale of the property therein described, there being default under said mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Tuesday, 7 October 1958 at 11:00 o'clock A.M. at the Court House door in the City of Annapolis, Maryland, offer the said property described for sale by public auction; and the said Ridgely P. Melvin, Jr., Assignee as aforesaid, then and there sold the said property to Mary W. Federline, at and for the sum of $4,226.29, she being at that figure the highest bidder therefor; the said property being the following:

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All that lot or parcel of land situate in the Eighth Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point 33 1/3 feet North of the Southeast corner of said lot one (1) as shown on a plat hereinafter referred to and running thence North along the East line of Lots one (1) and two (2) to a point 33 1/3 feet South of the Northeast corner Lot two (2); thence in a westerly direction parallel with Beach Avenue, 100 feet to a point 33 1/3 feet South of the northerly line of said lot two (2); thence in a southerly direction parallel with the east line of Lots one (1) and two (2), 33 1/3 feet to a point 33 1/3 feet North of the southerly line of said lot one (1), thence in an easterly direction parallel to Beach Avenue 100 feet to the place of beginning, said lot being 33 1/3 feet by 100 feet and being a part of lots one (1) and two (2) in Block one (1) as shown on the plat of North Beach Park, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 30.

2. And the said Assignee further reports that he has received from the purchaser the deposit of $250.00 required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other terms, the same being as follows:

"TERMS OF SALE: A deposit of Two Hundred Fifty Dollars ($250.00) 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 6% from date of sale to date of settlement. Taxes and other public charges will be adjusted to date of sale."

Respectfully submitted,

Ridgely P. Melvin, Jr., Assignee

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that on this 14th day of October 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared RIDGELY P. MELVIN, JR., Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

WITNESS my hand and Notarial Seal.

Elizabeth H. Brown
Notary Public
MY COMMISSION EXPIRES MAY 4, 195

ORDER NISI

LIBER 117 PAGE 198

Ridgely P. Melvin, Jr., Assignee

versus

Richard H. Winner and
Virginia Frances Winner, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,788 Equity

Ordered, this 14th day of October, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Ridgely P. Melvin, Jr., Assignee ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of November next.

The report states that the amount of sale ~~was~~ is $ 4,226.29

George T. Cromwell Clerk.

True Copy,

FILED 1958 OCT 14 PM 1:31

TEST: Clerk.

(Final Order)

Ridgely P. Melvin, Jr., Assignee

versus

Richard H. Winner and
Virginia Frances Winner, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of November Finally, 1958 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 be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED

1958 NOV 21 PM 3:31

15

OFFICE OF
LIBER 117 PAGE 199

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. 12,788 Equity

Order Nisi

RIDGELY P. MELVIN, JR.,
Assignee

versus

RICHARD H. WINNER and
VIRGINIA FRANCES WINNER,
his wife

Ordered, this 14th day of October, 1958, that the sale of the Property in these proceedings mentioned, made and reported by Ridgely P. Melvin, Jr., Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of November next.

The report states that the amount of sale was $4,228.29.

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

N-6

No. M. G. 5724 1958

FILED
NOV 17 PM 3:32

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 15, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,788

Richard H. Winner

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 18th day of November, 1958. The first insertion being made the 16th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

16

LIBER 117 PAGE 200

In the Case of

Ridgely P. Melvin, Jr.,
Assignee
vs.
Richard H. Winner
and
Virginia Frances Winner, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,788 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. Jahnig
Auditor.

February 24, 1959

FILED

1959 FEB 25 AM 9:36

17

Dr. in ac.

Ridgely P. Melvin, Jr., Assignee vs. Richard H. Winner and Virginia Frances Winner, his wife

To Assignee for Commissions, viz:	157	90	157	90
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	55	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	63		
Fidelity & Deposit Co. of Md.-bond premium	40	00		
George W. Scible - 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		
Elizabeth H. Brown - notary fees	1	50	152	08
To Assignee for Taxes, viz:				
1957 State & County taxes and interest	115	26		
1958 State & County taxes and interest ($119.98) - adjusted to 10/9/58	92	30		
Cost of tax sale and interest to purchaser	7	25	214	81
To Mary W. Federline, mortgagee - this balance on account mortgage claim	3,687	11	3,687	11
			4,263	40
Amount of mortgage claim filed	4,226	29		
Cr. Amount allowed above	3,687	11		
Balance subject to decree in personam	5 39	18		

18

with

Ridgely P. Melvin, Assignee

Cr.

1958							
Oct.	9	Proceeds of Sale			4,226	29	
		Interest on deferred payment of $3,976.29 to 12/3/58			37	11	
							4,263 40
							4,263 40

ORDER NISI

LIBER 117 PAGE 203

Ridgely P. Melvin, Jr.,
Assignee

VERSUS

Richard H. Winner
and
Virginia Frances Winner, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,788 Equity.

ORDERED, This 25th 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 31st day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of March next.

1959 FEB 25 AM 9:36 FILED

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

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

Matthew P. Crane
Judge

FILED

1959 APR 11 AM 11:42

20

OFFICE

Evening Capital

LIBER 117 PAGE 204

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. 12,788 Equity

RIDGELY P. MELVIN, JR., Assignee

versus

RICHARD H. WINNER and VIRGINIA FRANCES WINNER, his wife.

Ordered, this 25th 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 31st day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

M-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 8, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,788

Auditor Account

Richard H. Winner

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 31st day of March, 1959. The first insertion being made the 26th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 6779 1959 APR -9 AM 10:05 By D. Tilghman

21

HELYNE V. ADAMS
A/K/A
HELYNE A. BALES
817 Patapsco Avenue
Baltimore 25, Md.,

Petitioner,

vs.

NATHAN BALES, a non-resident
1609 N. E. 34th Drive
Ft. Lauderdale, Florida

Respondent

LIBER 117 PAGE 205

* IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY # 12,962

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

PETITION FOR PARTITION OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, Helyne N. Adams, by her Solicitor, Samuel Schenker, respectfully shows:

1. That your Petitioner and the Respondent obtained by deed dated August 5, 1955, as tenants by the entireties, all of those lots situate in the Third Election District of Anne Arundel County, being lots No. 21, 22, and 23, Section D, Plat of Hahn's (now Everd) Subdivision of Green Haven, said Plat being recorded in the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, Folio 54, now Plat Book No. 4, folio 36 from John Wenerski and Francis Wenerski his wife, a certified copy of said deed in which the property is more fully described being attached hereto and prayed to be in corporated herein as Petitioner's Exhibit "A" the same having been recorded in the Land Records of Anne Arundel County in Liber G.T.C. 953, folio 93.

2. That the Respondent is a non-resident of the State of Maryland, last known to be residing at 1609 N. E. 34th Avenue, Ft. Lauderdale, Florida, and the parties hereto were divorced A Vinculo Matrimonii by appropriate action in the Circuit Court #2 Baltimore City on June 17, 1958 said certified decree being attached hereto and prayed to be made part hereof.

3. That the parties hereto still own the land aforementioned as tenants in common, they having been divorced, and it cannot be divided in kind between the parties without serious material

FILED

1958 NOV 14 PM 3:34

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

loss to the parties interested therein and entitled thereto.

TO THE END THEREFORE:

a. That a trustee be appointed to sell the property and divide the proceeds therefrom according to the proper interests of the Petitioner and Respondent.

b. For such other and further relief as your Petitioner's case in Equity might require.

AND as in duty bound, etc.

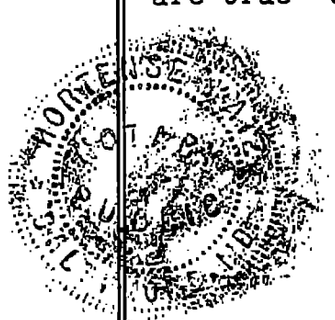
Helyne V. Adams
Helyne Adams

Samuel Schenker
Samuel Schenker, Attorney
180 Main Street
Annapolis, Maryland

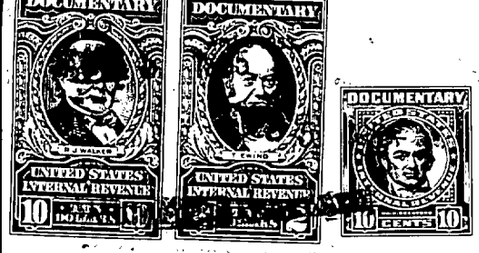
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that Helyne Bales appeared before me this 10 day of November, 1958, and made oath according to law that the matters and the facts herein above described case are true to the best of her knowledge, information and belief.

Hortense Katz
Notary Public



SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.



LIBER 117 PAGE 207
LIBER 953 PAGE 93

FEE SIMPLE DEED—TENANCY BY THE ENTIRETY.

Equity No. 12,962

This Deed, Made this 5th day of August

in the year one thousand nine hundred and fifty-five by - - - - - - - - - - -

JOHN WENERSKI and FRANCES WENERSKI, his wife -

of ~~Baltimore~~ Anne Arundel County, in the State of Maryland, parties of the first part, and

NATHAN BALES and HELYNE A. BALES, his wife -

of Baltimore City - - - - - - , in the State of Maryland, parties of the second part.

Witnesseth, That in consideration of the sum of five dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do grant and convey unto the said parties of the second part, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns in fee-simple, all those lot s of ground situate, lying and being in ~~Baltimore~~ Anne Arundel County - - - -and described as follows, that is to say:

~~BEGINNING FOR THE~~

Known and numbered Lots 21, 22, 23 in Section "D" as outlined on the Plat of Hahn's (now Everd) Subdivision of Green Haven, which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3 folio 54. Now in Plat Book No. 4 folio 36.

ML

Subject to covenants, conditions, agreements and restrictions of record affecting said property.

Being the same lots of ground which by Deed dated June 3, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 471 folio 550, was granted and conveyed by Paul P. Sojka and wife unto the grantors herein.

Examiner's Exhibit No. 1
Adams v. Bales, Eq 12962
John S. Rowe
Exam.

FILED
1958 NOV 14 PM 3:34

REFILED
1959 FEB 17

3

Petitioner's Exhibit "A"

LIBER 117 PAGE 208
LIBER 953 PAGE 94

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

To Have and To Hold said lot 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 parties of the second part, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, in fee-simple.

And the said Grantors hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said Grantors.

Test:

Ann K. Rahll
Ann K. Rahll

John Wenerski (Seal)
JOHN WENERSKI

Frances Wenerski (Seal)
FRANCES WENERSKI

(Seal)

(Seal)

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY, That on this 5th day of August in the year one thousand nine hundred and fifty-five before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared John Wenerski and Frances Wenerski, his wife - - - - - - - - - -

and they acknowledged the aforegoing Deed to be their act.

As witness my hand and Notarial Seal.

Ann K. Rahll
Notary Public.
Ann K. Rahll

BALTIMORE, MD.

Recorded- 8th Aug., 1955, at 9 A.M.

LIBER 117 PAGE 209

JOSEPH H. GRISCOM, Sr., Treas.
DEED
PAID TO
DEC. 31, 1955

JOHN WENERSKI and
FRANCES WENERSKI, his wife
TO
NATHAN BALES and
HELYNE A. BALES, his wife

Block No.

Received for Record 8 AUG, 1955, at 9 o'clock A M. Same day recorded in Liber G.T.C. No. 953 Folio 93 etc., one of the Land Records of A.A.Co. and examined per GEORGE T. CROMWELL, Clerk.

Cost of Record, $

WILLIAM I. NORRIS, JR.
Norris Building
2810 Pulaski Highway
Baltimore 24, Md.

5

DOCKET 67B FOLIO 169

CASE No. 85447-B

FILED

HELYNE A. BALES

vs.

NATHAN BALES

IN THE

Circuit Court No. 2

—OF—

BALTIMORE CITY.

MAY Term, 1958

DECREE OF DIVORCE

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

It is thereupon, this 17th day of June, Anno Domini, one thousand nine hundred and fifty-eight by the CIRCUIT COURT No. 2 OF BALTIMORE CITY, *Adjudged, Ordered and Decreed*, that the said HELYNE A. BALES the above named complainant be, and she is hereby DIVORCED A VINCULO MATRIMONII, from the defendant, NATHAN BALES.

AND IT IS FURTHER ORDERED that the Complainant be and she is hereby authorized to resume her maiden name of HELYNE ADAMS.

And it is further Ordered, that the said Defendant, NATHAN BALES, pay the cost of this proceeding.

James K. Cullen
JAMES K. CULLEN

Examiner's Exhibit No 2
Adams v. Bales Eq 12987
John J. Rowe L.T.
Exam.

REFILED
1959 FEB. 17

I, G. GORDON KIRBY, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the decree taken from the record of proceedings in said cause.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said Court, this 10 day of Nov., 1958

G. Gordon Kirby
Clerk of the Circuit Court No. 2 of Baltimore City

FILED
1958 NOV 14 PM 3:34

6

LIBER 117 PAGE 210

HELYNE V. ADAMS
A/K/A
HELYNE A. BALES
817 Patapsco Avenue
Baltimore 25, Md.

Petitioner

vs.

NATHAN BALES, a non-resident
1609 N. E. 34th Drive
Ft. Lauderdale, Florida

Respondent

* IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY # 12,962

* * * * * * * * *

ORDER OF PUBLICATION

The object of this suit is to procure a partition of real estate and the appointment of a trustee to make sale thereof.

The Bill recites that the parties obtained by deed dated August 5, 1955, and recorded in the Land Records of Anne Arundel County, Maryland in Liber GTC folio 93, lots 21,22,23, Section D, Plat of Hahn's (now Everd) Subdivision of Green Haven, in the third Election District of said Anne Arundel County from John Wenerski and Francis Wenerski, his wife, being also recorded in the Plat Records of Anne Arundel County in Plat Book WNW NO. 3, folio 54, now Plat Book NO. 4, folio 36, as tenants by the entirety; that the parties were divorced in this Circuit Court #2 for Baltimore City on the 17th day of June, 1958, thereby rendering their tenancy to one in common; that the property cannot be divided in kind between the parties without serious material harm both to the property and the interests of those entitled to take the same; that the last known address of the respondent, a non-resident defendant, is 1609 N. E. 34th Drive, Ft. Lauderdale, Florida.

IT IS THEREUPON, this 14th day of November 1958, by the Circuit Court for Anne Arundel County, Maryland, ORDERED, that the Complainant, by causing a copy of this Order of Publication to be inserted in some local paper published in Anne Arundel County, Maryland, once each week, for four successive weeks

FILED

1958 NOV 14 PM 3:34

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

before the 22nd day of December, 1958, giving notice, to the non-resident respondent, Nathan Bales, of the object and substance of this Bill and Order, requiring him to be and appear in this Honorable Court either in person or by Attorney on or before the 22nd day of January, 1959, to show cause, if any he may have why a decree should not be granted as prayed herein; provided, however, another mode may be that a copy of this Order may be personally served on such respondent one month before the day fixed for his appearance, which day herein fixed for his said appearance is the 22nd day of January, 1959.

George T. Cromwell
Clerk

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

LIBER 117 PAGE 212

HELYNE V. ADAMS * IN THE
A/K/A
HELYNE A. BALES
817 Patapsco Avenue CIRCUIT COURT
Baltimore 25, Maryland *

Petitioner FOR

vs. *
ANNE ARUNDEL COUNTY

NATHAN BALES, a non-resident
1609 N. E. 34th Drive
Ft. Lauderdale, Florida *
EQUITY #12,962

Respondent

* * * * * * *

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 28th day of January, 1959, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Samuel Schenker, Attorney for Helyne V. Adams, and made oath in due form of law that he is authorized by the Petitioner, to state that the Respondent is not now a member of the military service.

Subscribed and sworn to before me.

Bert E. Schenker
Notary Public- Bert E. Schenker

Samuel Schenker
Samuel Schenker, Attorney
for Helyne V. Adams

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

FILED
1959 JAN 29 AM 11:04

LIBER 117 PAGE 213

HELYNE V. ADAMS

vs.

NATHAN DALEY

No. 12962 ~~DIVORCES~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant NATHAN BALES

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 29th 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 said defendant .

And it is further ordered that leave is hereby granted to the Plaintiff ,to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill, upon giving the defendant due notice of the time and place of taking of testimony

Matthew L. Brown

Judge

FILED

1959 JAN 30 AM 9:38

10

LIBER 117 PAGE 214

HELYNE V. ADAMS,	:	IN
Petitioner	:	THE CIRCUIT COURT
vs.	:	FOR
NATHAN BALES,	:	ANNE ARUNDEL COUNTY
Respondent	:	NO. 12,962 EQUITY

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

TESTIMONY ON BEHALF OF PETITIONER

February 11, 1959

Present:

Mr. Samuel Schenker, Solicitor for Petitioner

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

Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

Helyne Adams, pages 2 - 6

Barbara Adams, page 7

Louis Hyatt, pages 8 - 9

John Herron, pages 10 - 12

FILED

1959 FEB 17 AM 9:41

Helyne V. Adams, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Schenker)

1. Would you give your name and address, please?

A. My name is Helyne Adams, Route 3, Box 477, Pasadena, Maryland.

2. You were formerly Helyne Bales?

A. That's right.

3. Now Mrs. Bales, I show you an instrument and ask you if you can identify this?

A. Yes, sir. This is the deed to my property. I am living in it now.

4. Does that property belong to you and Nathan Bales?

A. That's right.

5. And where is this property located?

A. It is in a community called Green Haven, that is just off of Mountain Road in Anne Arundel County.

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

6. And the Nathan Bales and Helyne Bales referred to in this Examiner's Exhibit No. 1, are you and your former husband, is that true?

A That's right.

7. Are you married to Nathan Bales at this time?

A. No, sir. I am divorced.

8. As of what time were you divorced?

A. The hearing was made in 1958 and became final in June of 1958.

9. I show you a certified copy of the divorce of Nathan Bales and Helen Bales and ask you if you can identify this?

A. Yes, sir.

(CERTIFIED COPY OF DIVORCE DECREE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

10. Where is Nathan Bales living at this time?

A. As far as I know, it is Fort Lauderdale, Florida, but I have had no contact with him.

11. And who is living on the property at the present time?

A. I am living there as of now.

12. How long have you lived there?

A. I have been there this last time since 1958, last May.

13. May of '58?

A. That's right. The place was vacant for about a period of ten months.

14. Would that be August of '57 to May of '58?

A. That's right.

15. How long had you been separated from your husband prior to being divorced in June of '58?

A. He deserted me on September 1st, 1956.

16. September the 1st, 1956?

A. That's right.

17. Now had you and your husband purchased this property and have a mortgage on the property?

A. Yes, we did.

18. Who was that with?

A. That was with the Bradford Federal Savings and Loan in Baltimore, Maryland.

19. The initial amount of that mortgage was how much? Do you remember?

A. $9,000.00 originally.

20. And when your husband left you, what was the date you mentioned earlier?

A. September the 1st, 1956.

21. The figure at that time would be $8,758.93?

A. That's right.

22. That figure was the balance just prior to separation?

A. Yes.

23. Who has been making the payments on this mortgage since you and your husband have separated?

A. I have made every payment. I have all the cancelled checks here.

24. What do these payments amount to monthly?

A. $75.45.

25. Have you made the payments every month?

A. Every month.

26. And the present balance at this time is what figure?

A. $7,853.41.

27. Have you made any improvements to the property since you and your husband separated?

A. Yes, sir. I have improved the sewerage. I put in 175' field line, drainage, and I improved the plumbing and also the furnace.

28. What did the plumbing and furnace cost you?

A. The furnace itself cost me $97.00, and the plumbing would amount I would roughly estimate would be about $75.00. I have the bills and checks here.

29. What was the cost of the field line?

A. The field line was $175.00. A dollar a foot and it is 175'.

30. Now has your husband made any contribution of any sort since he left you?

A. None whatsoever. I have had no contact with him, and no offerings of money or help.

31. What did you pay for this property originally?

A. $10,800.00. The mortgage was $9,000.00. I paid down $1,200.00 and my sister paid $600.00 down payment.

32. You say your sister made $600.00 of that?

A. She did.

33. $1,800.00 all told of which your sister paid $600.00?

A. That's right.

34. Has your sister ever been reimbursed the $600.00?

A. No, sir. She loaned the money to me and I haven't been able to pay her back.

(Mr. Rouse)

1. Mr. Bales made none of the down payment?

A. None of the down payment.

(Mr. Schenker)

35. Did he ever pay you any of the $1,200.00 referred to?

A. No.

36. When was that purchase made?

A. The purchase was made, we settled in August of 1955.

37. And you say he left you in September of '56?

A. September the 1st, 1956.

38. Now is this property susceptible of being divided in kind without injury to the parties at interest?

A. No, sir.

39. What would you say the property is worth, Mrs. Adams?

A. Roughly I would say it was worth about $12,000.00.

40. Do you think you could get a better price at private sale or public sale?

A. Well private sale. I don't think it would bring that at public.

41. Is it to the best interest of all parties to sell this property and divide the proceeds?

A. Yes.

(Mr. Rouse)

2. The monthly payments on this mortgage you have testified to, include taxes and insurance, is that right?

A. Yes, sir. It doesn't include our water bill. The water has been put in since the mortgage was made.

(NOTICE TO DEFENDANT AS TO TAKING OF TESTIMONY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

QUESTION BY THE EXAMINER:

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

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

Signature...Helyne V. Adams...

Barbara Adams, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Schenker)

1. Give your name and address, please.

A. Barbara Adams, 817 Patapsco Avenue, Baltimore 25.

2. And your relation to Helyne Adams is?

A. Sister to her.

3. To Mrs. Helyne Adams, the plaintiff in this case here?

A. Yes.

4. Are you familiar with the property in question, that she is now seeking to have sold?

A. Yes.

5. Did you have occasion to assist your sister at the time when she originally purchased the property?

A. Yes.

6. In what way?

A. I loaned her $600.00.

7. For what purpose?

A. To make the down payment on the place.

8. Have you ever received any part of this $600.00 back, Miss Adams?

A. No, I haven't.

9. Would you like to get compensated or reimbursed?

A. Yes, I would.

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..Barbara Adams.....

19

Louis Hyatt, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Schenker)

1. Would you give your name and address?

A. Louis Hyatt, 150 Bowie Drive, Annapolis.

2. What business are you in, Mr. Hyatt?

A. Real Estate.

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

A. Six years.

4. Are you familiar with real estate values in Anne Arundel County, more specifically Green Haven?

A. Yes.

5. Have you had occasion to be involved in the buying and selling of property in this area recently?

A. Yes.

6. Are you familiar with the property known as Lots 21, 22, and 23, Section "D" on the Plat of Hahn's Subdivision of Green Haven, which is located on the corner of 6th and Mayford Avenue in Green Haven, as has been referred to in Examiner's Exhibit no. 1?

A. Yes.

7. When did you last examine this property?

A. Last Saturday, a week ago.

8. What was the purpose of your examination?

A. To determine the present market value.

9. And to give testimony in this Court?

A. And to testify in this case, that's right.

10. Would you describe the property in question, Mr. Hyatt?

A. It is a masonry bungalow, white stucco. It has five rooms and a bath, full basement, oil fired hot water heating system. Has a chain link fence around the lot, and a masonry garage, detached garage.

11. What is the size of the property?

A. The house is probably approximately 24' x 34', and the lot is 75' by 101'.

12. What is the condition of this house?

A. The house in in very good condition.

13. What would you say the value of the property is, including the land?

A. I would say $11,000.00.

14. How much would you evaluate the land?

A. I would evaluate the land at eight hundred to a thousand dollars value and the improvements approximately $10,000.00.

15. Can this property be divided in kind without injury to the owners?

A. No.

16. Do you feel it would bring more at a public or private sale?

A. I feel it would bring more at a private sale.

17. Would it be to the best interest of the owners to sell this property?

A. Yes.

18. What should be done with the proceeds? Divided among the owners?

A. Yes.

QUESTION BY THE EXAMINER:

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

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

Signature.....Louis Hegett.....

22

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

(Mr. Schenker)

1. Would you give your name and address, please?

A. John Herron, Route 3, Carrollton Manor, Annapolis, Maryland.

2. In what business are you engaged?

A. The real estate business.

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

A. I have been in it twelve years.

4. Are you familiar with the real estate values in Anne Arundel County, more specifically Green Haven?

A. Yes, sir.

5. Have you had occasion to be involved in the buying and selling of property in this area recently?

A. Yes, sir.

6. Are you familiar with the property known as Lots 21, 22, and 23, Section "D", on the Plat of Hahn's Subdivision, Green Haven, located on the corner of 6th Street and Mayford Avenue in Green Haven, heretofore referred to in Examiner's Exhibit No. 1?

A. Yes, sir.

7. When did you last examine this property?

A. I made an examination of the property last Saturday.

8. For what purpose?

A. For the purpose of establishing sales value on the property and to give testimony in this Court.

9. Now would you describe the property?

A. It is a two bedroom bungalow, expandable attic, un-

finished. It has a living room, dining room, and kitchen on the first floor, plus two bedrooms and bath, full basement. Masonry construction.

10. And the size of the property?

A. The size of the lot is 75' by 101', and the house is approximately 24' by 34'.

11. What is the condition of the house?

A. The house is in very good condition.

12. The heating system, did you mention that?

A. Hot water heating system.

13. What would you evaluate the property including the land?

A. Due to the fact it is a two bedroom house, I would place a fair market value at $11,000.00.

14. Is that including the land?

A. Including the land, yes sir.

15. What would you evaluate the land?

A. I think the lot is worth about a thousand dollars.

16. Do you feel this property would bring more at a public or private sale?

A. I think private sale, would be more advantageous.

17. As based on your previous experience?

A. Yes.

18. Can this property be divided in kind without injury to the two owners?

A. No, sir.

19. Would it be to the best interest of the owners to sell?

A. I believe so, yes sir.

20. And should the proceeds of this sale be divided among the owners subject to the various claims?

A. That's right.

QUESTION BY THE EXAMINER:

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

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

Signature.....John M. Heron.....

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

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

Witness my hand and seal this 11th day of February, 1959.

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

J.R. $10.00

S.M. $12.00 Pd.

LIBER 117 PAGE 230

February 3, 1959

Mr. Nathan Bales
1609 N. E. 34th Drive
Ft. Lauderdale, Florida

Re: Helyne V. Bales
vs: Nathan Bales
Equity #12,962

Dear Mr. Bales:

Please disregard my letter of January 26, 1959. A new date has been set for the hearing. The hearing is set for Wednesday, February 11, 1959 at 9:30 a.m. in the Grand Jury Room. You have an opportunity if you desire to be present, however, it is not necessary if you do not see fit to do so.

Very truly yours,

Samuel Schenker

SS/frs

Examiner's Exhibit No 1
Adams v. Bales
Equity 12,962

FILED
1959 FEB. 17

No. 4452511

27

RECEIPT FOR CERTIFIED MAIL—15¢

SENT TO: NATHAN BALES
STREET AND NO.: 1609 N.E. 34th DRIVE
CITY AND STATE: FT. LAUDERDALE, FLORIDA

POSTMARK OR DATE: FEB 3 1959

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

If you want restricted delivery, check here ☐ 20¢ fee

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

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

X Nathan B Bales

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: FEB 5 1959

ADDRESS WHERE DELIVERED (only if requested in Item #1)

CSS—16—71548-4 GPO

LIBER 117 PAGE 231

HELYNE V. ADAMS
A/K/A
HELYNE B. BALES
817 Patapsco Avenue
Baltimore 25, Maryland

Petitioner

vs.

NATHAN BALES, a non-resident
1609 N. E. 34th Drive
Ft. Lauderdale, Florida

Respondent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY #12,962

* * * * *

DECREE

This cause, standing ready for hearing and having been submitted on petition and testimony, and all of the proceedings having been read and considered, and it appearing to the Court that the petition or bill filed herein is that of Helyne V. Adams, A/K/A Helyne A. Bales against Nathan Bales, and that the respondent has been duly summoned by a Writ of Publication properly issued and duly served and he having failed to answer that a judgment pro confesso was taken out against the said Nathan Bales; and it also appearing to the Court by the testimony of discreet and responsible witnesses taken before the Examiner of the Court, who state in their depositions the value and quantity of the property and the facts and circumstances, that it would be for the benefit and advantage of the complainant and of the respondent that a decree for the sale of the land and property described in these proceedings and set forth in the bill of complaint should be passed; and it further appearing that the property would not be susceptible of division in kind now or hereafter among those in title.

It is thereupon this 3d day of ~~February~~ March, 1959, by the Circuit Court for Anne Arundel County in Equity ADJUDGED, ORDERED and DECREED that the property and land mentioned and described in these proceedings and in the bill of complaint be sold at public sale for the purpose of partition among the parties; that

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1959 MAR -3 PM 3:22

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

Samuel Schenker and Gilbert Burgan be, and they are hereby, appointed trustees to make said sale; and that the course and manner of their proceeding shall be as follows:

They shall first file with the Clerk of 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 $11,000.00 conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said public sale, after having given at least three weeks notice by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper of time, place, manner and terms of sale, which terms shall then be as follows: A deposit of ten (10%) per cent of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at six (6%) per cent per annum from the day of sale; and if not sold at public sale within a reasonable time, the Trustees shall proceed to make sale at private or public sale, the terms of which shall be the same as those above set forth; and as soon as may be convenient after such public or private sale, the said Trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, not before, the said Trustees shall, by a good and sufficient deed to be executed and acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their, heirs, the property and estate to him, her or them sold, free, clear and discharged from all those claiming by, from and under them or any of them; and the said Trustees shall bring into this Court the money arising from the said sale or sales, to be distributed under the direction of

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

this Court after deducting the costs of this suit and such attorney's fees and commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Nicholson
JUDGE

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

LIBER 9 PAGE 556 LIBER 117 PAGE 234

BOND OF TRUSTEES ON SALE OF REAL ESTATE

Bond No. 8009559

Helyne V.ADAMS
A/K/A
Helyne B. Bales
817 Patapsco Avenue
Baltimore 25, Maryland

Petitioner

In the Circuit Court
for Anne Arundel County

vs.

Nathan Bales, a non-resident
1609 N. E. 34th Drive
Ft. Lauderdale, Florida

Equity # 12,962

Respondent

****

Know all men by these presents, That we, Samuel Schenker and Gilbert Burgan, both of Annapolis, Maryland, and the Great American Insurance Company, a corporation organized and existing under the laws of the State of New York and duly authorized to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the sum of ELEVEN THOUSAND AND NO/100 ($11,000.00) DOLLARS, lawful money of the United States, to be paid to the said Circuit Court of Anne Arundel County, Maryland, for which payment well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

Signed and sealed this 5th March, 1959.

The condition of this obligation is such; that whereas the above named Samuel Schenker and Gilbert Burgan was by a decree of the State of Maryland, appointed Trustees for the Sale of Real Estate located in the Third Election District of Anne Arundel County, State of Maryland, in the above entitled proceeding, and has accepted the said Trust and all the duties and obligations pertaining thereto.

Now, Therefore, if the said Samuel Schenker and Gilbert Burgan shall faith-f fully and truly account for all moneys, assets, and effects coming unto their hands arising out of such proceedings, then this obligation to be void; otherwise to remain in full force and virtue.

Samuel Schenker, Trustee

Gilbert Burgan, Trustee

GREAT AMERICAN INSURANCE COMPANY

BY: ATTORNEY-IN-FACT

FILED

1959 MAR 26 AM 11:30

Bond Approved this 26th day of March 1959.
George T. Cromwell, Clerk

31

LIBER 117 PAGE 235

HELYNE V. ADAMS
A/K/A
HELYNE A. BALES
817 Patapsco Avenue
Baltimore 25, Maryland

Petitioner

vs.

NATHAN BALES, A non-resident
1609 N. E. 34th Drive
Ft. Lauderdale, Florida

Respondent

* * * * * *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY #12,962

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 3rd day of April, 1959, sold the property described as Lots 21, 22, and 23, Section D, Plat of Hahn's (now Everd) Subdivision of Green Haven, at and for the sum of $8,000.00, TO Helyne V. Adams being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

George W. Scible
Auctioneer

I hereby certify that I have on this 3rd day of April, 1959, purchased the property described as Lots 21, 22, and 23, Section D, Plat of Hahn's (now Everd) Subdivision of Green Haven, from Samuel Schenker and Gilbert Burgan, Trustees in Equity #12,962 in the Circuit Court for Anne Arundel County, at and for the sum of $8,000.00, and I hereby agree to comply with the terms of the sale as set forth in the Capital Gazette.

TEST:

Helyne V. Adams

Samuel Schenker

FILED

1959 APR -3 PM 3:45

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

32

LIBER 117 PAGE 236

HELYNE V. ADAMS
A/K/A
HELYNE A. BALES
617 Patapsco Avenue
Baltimore 25, Maryland

Petitioner

vs.

NATHAN BALES, a non-resident
1609 N. E. 34th Drive
Ft. Lauderdale, Florida

Respondent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY #12,962

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel Schenker and Gilbert Burgan, Trustees appointed by a decree of the Circuit Court of Anne Arundel County in Equity #12,962, of property known as Lots 21, 22, and 23, Section D, Plat of Hahn's (now Everd) Subdivision of Green Haven, Third Election District, Anne Arundel County, Maryland, in the proceeding in said cause mentioned respectfully shows:

That after giving bond with security for the faithful performance, as prescribed by law, and giving notice of the time, place, manner and terms of sale by advertisement in the"Capital Gazette", a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, they did attend at the Courthouse door in the City of Annapolis, Maryland on Friday, April 3, 1959 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 these proceedings, to wit:

All that property situated at Anne Arundel County, Maryland and described as follows:

The property described in said ~~Mortgage~~ Decree, situate, lying and being in the Third Election District of Anne Arundel County,

FILED

1959 APR -3 PM 3:45

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

and being all that lot of ground situated in Green Haven, Pasadena, Maryland, and being Lots No. 21, 22, and 23, Section D, Plat of Hahn's (now Everd) Subdivision of Green Haven, said Plat being recorded in the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, Folio 54, now Plat Book No. 4, Folio 36.

Being the same land conveyed to the aforesaid Helyne V. Adams, A/K/A Helyne A. Bales and Nathan Bales by deed dated August 5, 1955, and recorded in the Land Records of Anne Arundel County in Liber G.T.C. 953, Folio 93.

Said property being sold to Helyne V. Adams for the sum of $5,000.00, being at that price then and there the highest bidder therefore. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer, and report of sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.

Samuel Schenker, Trustee

Gilbert Burgan, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of April, 1959, before me, the Subscriber, a Notary Public of the State and County aforesaid personally appeared Samuel Schenker and Gilbert Burgan, Trustees in Equity #12,962 in the Circuit Court for Anne Arundel County, and made oath in due form of law that the matter and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS My Hand and Notarial Seal.

Notary Public
Bert E. Schenker

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

ORDER NISI

LIBER 117 PAGE 238

HELYNE V. ADAMS
A/K/A, HELYNE A. BALES
versus
NATHAN BALES,

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 12,962 Equity

Ordered, this 3rd day of April, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by Samuel Schenker and Gilbert Burgan, Trustees

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

The report states that the amount of sale was $ 8,000.00

Filed 1959 APR 3 PM 3:45

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

HELYNE V. ADAMS
A/K/A, HELYNE A. BALES
versus
NATHAN BALES

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 12th day of May, 1959 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Brown
JUDGE.

FILED
1959 MAY 12 PM 2:49

35

GEORGE W. SCIBLE, Auctioneer
SAMUEL SCHENKER
Attorney at Law
180 Main Street
Annapolis, Maryland

GILBERT BURGAN
Attorney at Law
1601 Munsey Building
Baltimore 2, Maryland

Trustees Sale

Property Located In Green Haven, Third Election District, Anne Arundel County, State Of Maryland

UNDER and by virtue of a power of sale contained in a Decree of the Circuit Court for Anne Arundel County in Equity, dated the 3rd day of March, 1959 in the case of Helyne V. Adams A/K/A Helyne A. Bales VS. Nathan Bales, No. 12,962 Equity, a case for the partition of real estate, the undersigned attorneys named in said power of sale will offer by public auction at the Court House located on Church Circle, Anne Arundel County, Annapolis, Maryland

Friday, April 3, 1959
At 11 A.M.

THE PROPERTY described in said Power of Sale, situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

ALL that lot of ground situate in Green Haven, Pasadena, Maryland, Third Election District of Anne Arundel County, and being lots No. 21, 22 and 23, Section D, Plat of Hahn's (now Everd) Subdivision of Green Haven, said Plat being recorded in the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, Folio 54, now Plat Book No. 4, folio 36.

BEING the same land conveyed to the aforesaid Helyne V. Adams A/K/A Helyne A. Bales and Nathan Bales by deed dated August 5, 1955, and recorded in the Land Records of Anne Arundel County in Liber G.T.C. 953, folio 93.

IMPROVEMENTS: A masonry bungalow containing five rooms and bath with a full basement and central heating system and having detached garage.

TERMS OF SALE: A cash deposit of 10 per cent of sale price will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and other expenses and all other assessments to be adjusted to date of sale.

SAMUEL SCHENKER
GILBERT BURGAN
Attorneys Named in Power of Sale

A-2

OFFICE OF

LIBER 117 PAGE 239

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1959

We hereby certify, that the annexed

Trustees Sale

Helyne A. Bales
12,962 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of April, 1959. The first insertion being made the 12th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1959
APR -6 PM 3:32

OFF. OF LIBER 117 PAGE 240

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. 12,962, Equity
HELYNE V. ADAMS
A/K/
HELYNE A. BALES
VERSUS
NATHAN BALES

Ordered, this 3rd day of April, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Samuel Schenker and Gilbert Burgan, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of May next.

The report states that the amount of sale was $8,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-30

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 4, 1959

We hereby certify, that the annexed

Order Nisi - Sale - No. 12962

Helyne A. Bales

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of May, 1959. The first insertion being made the 9th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Irene Tate

FILED

No. M. G. 7061 1959 MAY -5 PM 3:42

37

LIBER 117 PAGE 241

In the Case of

Helyne V. Adams,
also known as
Helyne A. Bales
VS.
Nathan Bales

In the

Circuit Court

For

Anne Arundel County

No. 12,962 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.

May 19, 1959

Laura K. Fishburn
Auditor.

FILED
1959 MAY 20 PM 2:50

Dr. Helyne V. Adams, also known as Helyne A. Bales vs. Nathan Bales in ac.

To Trustees for Commissions, viz:	271	60	271	60
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	62	25		
John G. Rouse, Jr. - Examiner's fee	10	00		
Shirley M. Miller - Stenographer's fee	12	00		
Auditor - stating this account	18	00	112	25
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	26		
Great American Ins. Co. - bond premium	44	00		
George W. Scible - auctioneer's fee	30	00		
John Herron and Louis Hyatt - appraisal and testimony	75	00		
J. A. Lloyd, Sheriff of Broward County, Florida - service of order of publication	6	40		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Bert E. Schenker - notary fee		75	240	21
To Trustees for Liens, viz:				
Balance due on mortgage to Bradford Federal Savings & Loan Ass'n, assumed by purchaser	7,850	10	7,850	10
			8,474	16

39

with Samuel Schenker and Gilbert Burgan, Trustees Cr.

1959				
Apr.	3	Proceeds of Sale	8,000 00	
		Interest on purchase price to 5/12/59	53 33	8,053 33
		Amount paid by purchaser to cover overpayment by Trustees for Court costs, expenses, etc.	335 43	335 43
				8,474 16

ORDER NISI LIBER 117 PAGE 244 In the

Helyne V. Adams,
also known as
Helyne A. Bales

VERSUS

Nathan Bales

CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,962 Equity.

ORDERED, This 20th day of May, 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 6th 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 6th day of July next.

George T. Cromwell

1959 MAY 20 PM 2:50

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of July, 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 JUL -8 PM 3:14

Matthew S. Evans
Judge

41

LIBER 117 PAGE 245 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,962.
Auditor Account.

Helyne V. Adams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of July, 1959. The first insertion being made the 4th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,962
HELYNE V. ADAMS
also known as
HELYNE A. BALES
Versus
NATHAN BALES

Ordered, this 20th day of May, 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 29th 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 6th day of July next.

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

FILED
1959 JUN 29 AM 11:29

No. M. G. 42

LIBER 117 PAGE 240

HARRY L. HEINS AND
THELMA K. HEINS, HIS WIFE,

VERSES

VICTOR A. ERVIN AND
ANNA M. ERVIN, HIS WIFE,

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 13,067.

PETITION FOR THE SALE OF PROPERTY UNDER A LAND INSTALLMENT CONTRACT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Harry L. Heins and Thelma K. Heins, his wife by Charles J. Atas, their attorney respectfully represents unto this honorable court as follows:

(1) that upon the 14th day of July, 1956, the defendants entered into, executed and delivered unto the plaintiffs, a land installment contract of sale unto certain property situate in Anne Arundel County, State of Maryland, to secure the payment in the amount of $12,500.00, with interest thereupon as therein mentioned, wherein the said defendants assented to the passage of a decree for the sale of said property, to take place at any time after default in any of the covenants or conditions of said land installment contract, all of which will appear from the said land installment contract, filed herewith and marked Plaintiff's Exhibit No. 1.

(2) that the said contract is now in default, due to the failure of the defendants to make the monthly payments as thereim provided to be paid by the expressed terms of the said land installment contract.

(3) that under date of the 22nd day of December, 1958, a notice was sent to Victor Ervin, one of the defendants, by registered mail, return receipt requested, giving notice that the contract would be terminated as of the 21st day of January, 1959, 30 days and that the foreclosure proceedings would be instituted, and the said property sold in accordance with the terms of the said land installment contract.

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Wherefore your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said land installment contract.

And as in duty bound etc.

CHARLES J. ATAS, ATTORNEY
11 Delaware Avenue N.E.,
Glen Burnie, Maryland,
Southfield 6 -6820; Orchard 4 - 7600

LIBER 117 PAGE 248

No. 13,067 Equity

Standard Land Installment Contract

Approved by Real Estate Board of Baltimore

This Agreement of Sale, made this 14th day of July 195 6, between Harry L. Heins and Thelma K. Heins, his wife, who resides at 417 S. Crain Hgwy. S.E. and whose post-office address is Glen Burnie, Md., Seller, and Victor A. Ervin and Anna M. Ervin, his wife who resides at 601 Washington Ave. and whose post-office address is Glen Burnie, Md., Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Anne Arundel County, State of Maryland, Being Cecil Ave. Millersville, P.O. Maryland improved by a 6 room and bath cottage on a plot of ground of two acres, as described in survey. In fee simple.

at and for the cash price of $12,500.00

Fees and other charges, if any $ none

Insurance, covering loss by fire, 11,500.00

in the amount of $ 11,500.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires Nov. 23, 1959

Total Purchase Price $ 12,500.00

Paid on account by Buyer $ 1,000.00

Principal balance owed by Buyer $ 11,500.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at (Place of payment) 417 Crain Hgwy. S.E. Glen Burnie, Md.

in consecutive (monthly) (~~weekly~~) installments of $ 125.00 each, which shall severally become due and payable on the 14th day of each and every (month) (week) beginning with the first installment due on the 14th day of August, 19 56.

Interest at 6 % per annum on present unpaid balance of purchase price $

Annual Ground Rent (if any) $ none

Present Annual Taxes estimated $ 90.00

Estimated Annual Water Rent $ none

Insurance Premiums $ 37.90

Other Public Charges, as follows: $ none

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract:

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Exhibit No. 4,

3

Description, 2 acres parcel,

Beginning for the same at a concrete monument previously set, said monument marks the end of the 1st line of that conveyance from Henry Woodward and Lorraine L. Woodward, his wife, to Ellsworth B. Nowell and Evelyn B. Nowell, his wife, by a deed dated January 2nd, 1952, and recorded among the land records of Anne Arundel County, in Liber J HH No. 662, folio 45; thence from point of beginning so fixed binding on the part of the outline of the whole tract, as now surveyed, North 65 degrees 15 minutes 50 seconds West 295.16 feet to a pipe set; thence leaving said outline North 24 degrees 44 minutes 10 deconds East 295.16 feet to a pipe set; thence South 65 degrees 15 minutes 50 seconds East 295.16 feet to a pipe set in the aforementioned 1st line, thence binding on part of the said 1st line, as now surveyed, South 24 degrees, 44 minutes 10 seconds West 295.16 feet to the point of beginning. Containing 2.00 acres, more or less. According to a plat and survey made by James D. Hicks, County Surveyor, in June, 1953, with the right to use in common with others for ingress and egress, to the County Road 30 feet wide running northerly from Millersville to U. S. 301, of a 40 right of way now laid out, said beginning point being at the end of the 1st line of the herein described lot and lying to the north and parallel to the Southwesternmost outline of the whole tract.

Being the same property which by deed dated the 24th day of June, 1953, was granted and conveyed unto Harry L. Heins and Thelma K. Heins, his wife, and recorded among the land records of Anne Arundel County in Liber J .H.H. No. 764, folio 300.

It is understood and agreed that, at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of..... per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.
8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of , at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: 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 property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

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

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Victor A. Brown — Harry P. Heins (SEAL)
Witness — Seller's Signature

Thelma K. Heins (SEAL)
Witness — Seller's Signature

Date signed by Seller July 14 1956

Harry P. Heins — Victor A. Brown (SEAL)
Witness — Buyer's Signature

Anna M. Brown (SEAL)
Witness — Buyer's Signature

Date signed by Buyer July 14 1956

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

14th day of July 1956

Harry P. Heins — Victor A. Brown
WITNESS — Buyer

WITNESS — Buyer

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LIBER 117 PAGE 251

HARRY L. HEINS AND
THELMA K. HEINS, HIS WIFE,

VERSES

VICTOR A. ERVIN AND
ANNA M. ERVIN, HIS WIFE,

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 13067,

AFFIDAVIT OF NON-MILITARY STATUS

I HEREBY CERTIFY THAT BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC OF SAID STATE, IN AND FOR SAID COUNTY PERSONALLY APPEARED HARRY L. HEINS AND THELMA K. HEINS, HIS WIFE AND MADE OATH IN DUE FORM OF LAW THAT THEY KNOW THE DEFENDANTS HEREIN AND TO THE BEST OF THEIR 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 DEFNEDANTS HAVE NOT BEEN ORDERED TO REPORT FOR INDUCTION UNDER THE SELECTIVE TRAINING AND SERVICE ACT OF 1940 AS AMENDED.

(4) SAID DEFENDANTS ARE NOT A MEMBER OF THE ENLISTED RESERVE CORP WHO HAVE BEEN ORDERED TO REPORT TO MILITARY SERVICE.

Harry L Heins

Thelma K Heins

SUBSCRIBED AND SWORN BEFORE THIS 25th DAY OF JANUARY, 1959.

CHARLES J. ATAS, NOTARY PUBLIC,
MY COMMISSION EXPIRES 5/4/1959.

FILED

1959 JAN 30 PM 2:16

LIBER 117 PAGE 252

HARRY L. HEINS AND THELMA K. HEINS, HIS WIFE,

VERSES

VICTOR A. ERVIN AND ANNA M. ERVIN, HIS WIFE,

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 13067.

STATEMENT OF DEBT DUE UNDER LAND INSTALLMENT CONTRACT OF SALE

Principal Amount due as of March 14th, 1958-	$10,509.38.
Interest from March 14th, 1958 - $53.65 x 9 unto December 14th, 1958 -	$483.85
Total Debits ----------	$10,993.23
Credits : August 12th, 1958 $125.00; September 3rd, 1958 $125.00; October 4th, 1958 $125.00; Total ----------	375.00
Balance due ----------	$10,618.23

State of Maryland, County of Anne Arundel to wit:

I hereby certify that upon this 27th day of January, 1959 before me the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel personally appeared Harry L. Heins, and Thelma K. Heins, his wife, and being duly sworn in due form of law did state that the aforegoing statement of debt is true and correct and that since the mailing of notice upon December 21st, 1958, that no payments have been received upon the account.

CHARLES J. ATAS, XXXXXXXXXXXX
NOTARY PUBLIC,
MY COMMISSION EXPIRES 5/4/1959.

CHARLES J. ATAS NOTARY PUBLIC ANNE ARUNDEL CO.

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1959 JAN 30 PM 2:16

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Harry Heins et al.

verses

Victor A. Ervin, et al,

In the Circuit Court for Anne Arundel County,

Equity No. 13067.

COMPLAINANTS ATTORNEY'S AFFIDAVIT OF SERVICE

I, hereby certify that upon this 27th day of January, 1959, before me the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore personally appeared Charles J. Atas, attorney, and the affiant herein and being duly sworn did state as follows:

(1) that in accordance with Article 21, Section Nos. 110 through 114, of the 1958 Edition of the Annotated Code of Maryland, that upon the 20th day of December, 1958, he personally appeared at the residence of Anna M. Ervin, one of the respondents herein and after making positive identification of Mrs. Ervin presented her with a copy of the notice of intention to foreclose the land installment contract of the respondents and the complainants. That a copy of the notice is attended hereto.

(2) that in accordance with Article 21, Section Nos. 110 through 114, of the 1958 Edition of the Annotated Code of Maryland, that upon the 22nd day of December, 1958, that the attorney mailed the enclosed notice to the respondent Victor A. Ervin, at his list known address, to wit: Cecil Avenue, Millersville, Maryland, that the same was returned marked "Refused" and is filed herein.

As witness my hand and seal this 27th day of January, 1959.

JAMES B. MEYD NOTARY PUBLIC BALTIMORE CO., MD.

James B Meyd

JAMES B. MEYD, NOTARY PUBLIC,
MY COMMISSION EXPIRES 5/4/1959.

FILED

1959 JAN 30 PM 2:17

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LIBER 117 PAGE 254

HARRY HEINS ET AL, IN THE CIRCUIT COURT FOR ANNE ARUNDEL

VERSES FOR ANNE ARUNDEL COUNTY

VICTOR A. ERVIN ET AL, EQUITY NO. 13,067,

DECREE OF COURT

The petition and exhibits filed and the Statement of Mortgage claim having been filed and submitted, the proceedings were by the court read and considered:

It is thereupon this 30th day of January, 1959, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED THAT the property subject to the Land Installment Sales Contract be sold at or any one of the periods stated in the land installment sales contract; that Charles J. Atas, be and he is thereby, appointed trustee to make said sale; that the course and manner of his proceedings shall be as follows:

That he shall first file with the Clerk of the Court a bond to the State of Maryland, executed by himself and a coporate surety or sureties to be approved by this court or the clerk thereof in the penalty on or of Eleven and no/100 THOUSAND DOLLARS ($11,000.00), conditioned for the faithful performance of this trust reposed in him by this decree or order. That he shall then and there proceed to advertise the property described in the land installment sale contract, and after having advertised for four (4) successive weeks in some newspaper published in Anne Arundel County, and such other advertisement as he shall think proper, giving the time, place and manner and terms of sale, which shall be for cash, to make the said sale; and as soon as may be convenient after any such sale or sales, the said trustee shall return to this court a full and particular account of his proceedings relative to this said sale or sales, with an affidavit annexed of the truth thereof and of the fairness of the said sale;

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1959 JAN 31 PM 9:35

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that upon obtaining the court's ratification of the sale and upon payment of the whole price pf purchase, and not before the said trustee shall deliver and convey to the purchaser or purchasers his or her representatives, and assigns, the property to him, or her or them sold, free, clear and discharged of all claims of the parties hereto, petitioner and and or mortgagors and those claiming by from or under them, or either of them; and the trustee shall bring into this court after the deducting of the cost of the suit and such fees and commissions to the said trustees as to this court shall seem proper, allowing and taking into consideration the skill, attention, and fidelity wherewith he shall appear to have discharged this trust;

Matthew L. Evans
JUDGE,

LIBER 117 PAGE 256

LIBER 9 PAGE 526

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. ~~13,068~~ 13,067 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Charles Atas of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eleven Thousand Dollars ($11,000.00) - - - - - - - - - - - - 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 16th day of February , 1959.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Harry Heins, et al, vs. Victor A. Ervin, et al, No. 13,068 Equity dated January 30, 1959, Charles Atas was appointed Trustee to make sale of the property described in said proceedings, and the said Charles Atas 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 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 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, as to both

Charles Atas (SEAL)
Charles Atas, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV, Attorney in fact
SURETY

Bond filed and approved
this 16th day of February 1959
George T. Cromwell, Clerk

FILED

1959 FEB 17 AM 3:38

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LIBER 117 PAGE 257 No. 13,067 Equity

AFFIDAVIT OF NON-MILITARY SERVICE,

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

I HEREBY CERTIFY THAT UPON THIS 30th DAY OF March, 19 59, ~~PERSONALLY~~ APPEARED BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY OF ~~ANNE ARUNDEL~~ Baltimore COUNTY Personally appeared Harry and Thelma Heins, his wife,

PLAINTIFF, IN THE ABOVE ENTITLED MATTER AND MADE OATH, IN DUE FORM OF LAW, THAT THE DEFENDANT (S)

Victor and Anna Ervin, his wife, are not entitled to any of the benefits of the Soldiers and Sailors Relief Act as amended.

AND NOW NOT IN THE MILITARY SERVICE OF THE UNITED STATES OF AMERICA.

IN TESTIMONY WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY NOTARIAL SEAL THIS 30th DAY OF March, 1959.

MY COMMISSION EXPIRES May 4 1959,

James B. Meyd
NOTARY PUBLIC,

JAMES B. MEYD NOTARY PUBLIC BALTIMORE CO., MD.

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1959 APR -4 AM 11:16

12

TELEPHONE
COLONIAL 8-5808

LIBER 117 PAGE 258

ROBERT H. CAMPBELL, Auctioneer

LICENSED AUCTIONEER AND APPRAISOR OF REAL ESTATE AND PERSONAL PROPERTY

121 PRINCE GEORGE STREET
ANNAPOLIS, MARYLAND

March 30, 1959

Charles J. Atas, Atty.
11 Delaware Ave.
Glen Burnie, Maryland

No. 13,067 Equity

I hereby certify that I did sell at public auction, March 27, 1959 the following described property, a two story frame dwelling, situated off Cecil Ave., Millersville Anne Arundel County, Maryland, containing two acres more or less at and for the sum of $9,500. The purchaser being Harry Heins and Thelma Heins, and that the sale was fairly made.

Robert H. Campbell, Auctioneer

Margie K. Causey
Witness

FILED

1959 APR -4 AM 11:16

13

CHARLES J. ATAS
ATTORNEY AT LAW

SOUTHFIELD 6-6820
ORCHARD 4-7600

11 DELAWARE AVE., N.E.
GLEN BURNIE, MD.

ANNAPOLIS ROAD
ODENTON, MD.

LIBER 117 PAGE 259

No. 13,067 Eq. 5

March 31st, 1959,

We the undersigned do hereby certify that upon the 27th day of March, 1959, we purchased the following described property, a two story frame dwelling sutiated off Cecil Avenue Millersville, Anne Arundel County, Maryland, Containing two acress of ground more or less, at and for the sum of $9,500.00, and that the sale was fairly made.

Harry Heins
HARRY HEINS,

Thelma Heins
THELMA HEINS, HIS WIFE,

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1959 APR -4 AM 11:16

13A

HARRY HEINS ET AL,

VERSES

VICTOR A. ERVIN ET AL,

IN THE CIRUCIT COURT FOR ANNE ARUNDEL COUNTY,

EQUITY NO. 13,067, DOCKET NO. 18 FOLIO 68.

REPORT OF SALE

THE REPORT OF SALE MADE BY CHARLES J. ATAS, TRUSTEE IN THE ABOVE ENTITLED CAUSE DULY APPOINTED TO MAKE THE SALE OF THE PROPERTY, TO WIT: CONTAINING 2.00 ACRES, MORE OR LESS, AND BEING THE SAME PROPERTY WHICH WAS BARGAINED AND SOLD UNTO THE SAID RESPONDENTS, VICTOR A. ERVIN AND ANNA M. ERVIN, HIS WIFE, BY A CONTRACT DATED THE 14th DAY OF JULY, 1958, AND UNDER THE PROVISIONS OF SECTION 110 THROUGH 116, OF ARTICLE 21, OF THE ANNOTATED CODE OF MARYLAND, ENTITLED "LAND INSTALLMENT SALES CONTRACTS", AND CONSISTING OF A TWO STORY FRAME HOUSE, THREE BEDROOMS, CONTAINING AN OIL HEATING SYSTEM WITH FORCED AIR DUCTS, WITH A DINING ROOM, DEEP DRILLED WELL AND PUMP, MODERN CONVENIENCES, ETC., AND DESCRIBED IN A LAND INSTALLMENT SALES CONTRACT FILED HEREIN IN THESE PROCEEDINGS, RESPECTFULLY SHOWS UNTO YOUR HONOR THAT AFTER HAVING GIVEN BOND FOR THE FAITHFUL PERFORMANCE OF THE TRUST IMPOSED BY HIM BY THE DECREE OF THIS HONORABLE COURT, WHICH SAID BOND WAS DULY APPROVED AND HAVING GIVEN NOTICE OF THE TIME, PLACE, MANNER AND TERMS OF THIS SALE BY ADVERTISEMENT INSERTED IN THE MARYLAND GAZETTE, A WEEKLY NEWSPAPER PUBLISHED IN ANNE ARUNDEL COUNTY FOR FOUR TIMES STARTING UPON THE 25TH DAY OF FEBRUARY, 1959, AND RUNNING TO INCLUDE THE 5th, 12TH, and 19th DAYS OF MARCH, 1959, THE SAID TRUSTEE DID PURSUANT TO SAID NOTICE. UPON MARCH 27th 1959, AT 11:00 A. M. DID ATTEND AT THE FRONT OF THE COURTHOUSE AT ANNAPOLIS, AND THEN AND THERE SOLD THE SAID PROPERTY IN THESE PROCEEDINGS MENTIONED TO HARRY AND THELMA K. HEINS, HIS WIFE, FOR THE SUM OF NINE THOUSAND FIVE HUNDRED DOL-

14

FILED
1959 APR -4 AM 11:16

LARS ($9,500.00), OF ARNOLD, MARYLAND, THEY BEING THE HIGHEST BIDDER AT SAID SALE AND THE SAID PRICE BEING A FAIR PRICE FOR THE PROPERTY IN FEE SIMPLE, AND THAT THE SALE WAS FAIRLY MADE.

CHARLES J. ATAS, ATTORNEY,

STATE OF MARYLAND, COUNTY OF BALTIMORE TO WIT:

I HEREBY CERTIFY THAT UPON THIS 30TH DAY OF MARCH, 1959, BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY OF BALTIMORE, PERSONALLY APPEARED CHARLES J. ATAS, AND BEING DULY SWORN DID AFFIRM THE MATTERS AND FACTS STATED IN THIS REPORT OF SALE ARE TRUE AND THAT THE SALE WAS FAIRLY MADE.

JAMES B. MEYD
NOTARY PUBLIC
BALTIMORE CO., MD.

JAMES B. MEYD, NOTARY PUBLIC,
MY COMMISSION EXPIRES 5/4/1959.

ORDER NISI

LIBER 117 PAGE 262

HARRY HEINS, et al

versus

VICTOR A. ERVIN, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,067 Equity

Ordered, this 4th day of April, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Charles J. Atas, Trustee

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

The report states that the amount of sale was $9,500.00

FILED 1959 APR 4 AM 11:16

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

HARRY HEINS, et al

versus

VICTOR A. ERVIN, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of May, 1959 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.

Matthew S. Evans
JUDGE.

FILED

1959 MAY 12 PM 2:50

15

CHARLES J. ATAS, Attorney
11 Delaware Avenue NE.,
Glen Burnie, Maryland

Trustee's Sale

FEE SIMPLE PROPERTY, a 2-story frame dwelling

situated off Cecil Avenue
Millersville, Maryland

By virtue of a decree dated the 30th day of January, 1959, in the Circuit Court for Anne Arundel County, in the case entitled "Harry Heins and Thelma K. Heins, his wife, verses Victor A. Ervin and Anna M. Ervin, his wife," Case No. 13,068, Docket No. 18, folio 68, the undersigned trustee will sell at public auction, with a sale at the Courthouse door on Friday,

on March 27th, 1959 at 11:00 A.M.

the following property:

Beginning for the same at a concrete monument previously set, said monument marks the end of the 1st line of that conveyance from Henry Woodward and Lorraine L. Woodward, his wife, to Ellsworth B. Nowell and Evelyn B. Nowell, his wife, by a deed dated January 2nd, 1952 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 662, folio 45: thence from the point of beginning so fixed binding on the part of the outline of the whole tract, as now surveyed, North 65 degrees, 15 minutes 30 seconds West 295.16 feet to a pipe set; thence leaving said outline North 24 degrees 44 minutes 10 seconds East 295.16 feet to a pipe set: thence South 65 degrees 15 minutes 50 seconds East 295.16 feet to a pipe set in the aforementioned last line, thence binding on part of the said 1st line, as now surveyed, South 24 degrees 44 minutes 10 seconds West 295.16 feet to the point of beginning. Containing 2.00 acres, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, in June, 1953, with the right to useincomey and plat made by James D. Hicks, County Surveyor, in June, 1953, with the right to use in common with others for ingress and egress, to the County Road 30 feet wide running from Millersville northerly to U.S. 301, of a 40 feet right of way now laid out, said beginning point being at the end of the 1st line of the hereindescribed right of way now laid out, said beginning point being at the end of the 1st line of the herein described lot and lying to the north and parallel to the southernmost outline of the whole tract.

Being the same property which was bargained and sold unto the said Victor A. Ervin and Anna M. Ervin, his wife, by the complainants, by a contract dated the 14th day of July, 1956, and under the provisions of Section 110 through 116, of Article 21, of the Annotated Code of Maryland, 1958 Edition, entitled "Land Installment Sales Contracts."

Improved by a two story frame house, 3 bedroom, containing an oil heating system with forced air ducts, with a dining room, deep drilled well and pump, modern conveniences.

TERMS OF SALE: a deposit of $500.00 at the time of sale, balance upon final ratification of the sale by the Circuit Court ofr Anne Arundel County, unpaid purchase money to bear interest from the date of sale to the date of settlement. Taxes and other charged expenses to be adjusted at the date of the sale.

CHARLES J. ATAS,
Trustee
Robert H. Campbell
Auctioneer

M-19

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 117 PAGE 263

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1959

We hereby certify, that the annexed 101-3-067
Trustee's Sale Estate
Harry Heins ux
Victor A. Ervin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of March, 1959. The first insertion being made the 26th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 APR -4 BM 9:56

By Tilghman

17

LIBER 117 PAGE 264

OFFICE OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13.067, Equity
HARRY HEINS, et al
versus
VICTOR A. ERVIN, et al

Ordered, this 4th day of April, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Charles J. Atas, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of May next.

The report states that the amount of sale was $9,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-30

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1959

We hereby certify, that the annexed

Order Nisi - Sale - No. 13067

Harry Heins, et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of May, 1959. The first insertion being made the 9th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M. C. 6978 1959 MAY -5 PM 3:42

18

In the Case of

Harry L. Heins
and
Thelma K. Heins, his wife
vs.
Victor A. Ervin
and
Anna M. Ervin, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,067 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

May 23, 1959

Dr. Harry L. Heins and Thelma K. Heins, his wife vs. Victor A. Ervin and Anna M. Ervin, his wife in ac.

To Trustee for Commissions, viz:	315 00	315 00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account	13 50	51 50
To Trustee for Expenses, viz:		
Capital-Gazette Press - advertising sale	62 52	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Globe Indemnity Co. - bond premium	44 00	
Robert H. Campbell - auctioneer's fee	25 00	
One-half Federal documentary stamps	5 23	
One-half State documentary stamps	5 22	
James B. Meyd - notary fees	1 00	156 97
To Harry L. Heins and Thelma K. Heins, his wife, vendors - this balance on account claim under Land Installment Contract filed herein	8,976 53	8,976 53
		9,500 00
Amount of Claim filed	10,618 23	
Cr. Amount allowed above	8,976 53	
Balance due	1,641 70	

with Charles J. Atas, Trustee Cr.

1959				
Mar.	27	Proceeds of Sale	9,500 00	9,500 00
				9,500 00

ORDER NISI

LIBER 117 PAGE 263

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Harry L. Heins
and
Thelma K. Heins, his wife

VERSUS

Victor A. Ervin
and
Anna M. Ervin, his wife

No. 13,067 Equity.

1959 MAY 27 PM 1:25 FILED

ORDERED, This 27th day of May, 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 6th 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 6th day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of July, 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 JUL -8 PM 3:14

Matthew S. Emmert
Judge

21

LIBER 117 PAGE 269

OFFI ` OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Order Nisi

HARRY L. HEINS and
THELMA K. HEINS, his wife
versus
VICTOR A. ERVIN and
ANNA M. ERVIN, his wife
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY.
NO. 13,067 Equity

Ordered, this 27th day of May, 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 6th 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 6th day of July next.

GEORGE T. CROMWELL, Clerk

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

Annapolis, Md., June 27, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,067
Auditor Account
Harry L. Heins vs
Ervin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of July, 1959. The first insertion being made the 4th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

22

FILED

No. M. G. 8994

1959 JUN 29 AM 11:29

LIBER 117 PAGE 270

In the matter of the mortgaged : No. 13,124 Equity
real estate of Harold G. Jackson : In the Circuit Court for
and Louise Jackson, his wife : Anne Arundel County

Mr. Clerk,

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

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

FILED
1959 MAR 10 AM 11:21

LIBER 117 PAGE 271

L 2908

LIBER 1010 PAGE 449

~~13,262~~ ~~County~~
13,124 County

This Mortgage,

made this 21st day of March in the year one thousand nine hundred and fifty-six, between

HAROLD G. JACKSON and LOUISE JACKSON, 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

EIGHT THOUSAND DOLLARS - ($8,000.00)

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

By the payment of SEVENTY SEVEN DOLLARS - - - - - - - - - - - - - - ($77.00) 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 21st 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 Third Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 73 and 74 as shown on a certain plat entitled Subdivision of Lots 26, 27 and part of Lot 11, Property on Old Annapolis Road, Anne Arundel County, for Foxwell and Foxwell, Inc." dated March 22, 1949 and made by J. R. McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-7, Plat 14, now filed in Plat Book 21, Folio 48.

BEING the same property conveyed to the within-named Mortgagors by Douglas E. Roberts and Mildred M. Roberts, his wife, by deed dated March 23, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 914, Folio 552.

FILED

1959 MAR 10 AM 11:21

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

Harold G. Jackson (SEAL)
Harold G. Jackson

Louise Jackson (SEAL)
Louise Jackson

(SEAL)

5

LIBER 117 PAGE 274
LIBER 1010 PAGE 452

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 21st day of March, 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 Harold G. Jackson and Louise Jackson, 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 Mar 22 1956 at 11:20 A.M.
Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE

FROM

HAROLD G. JACKSON AND

LOUISE JACKSON, HIS WIFE

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 22 MARCH 19 56 at 11:20 o'clock A M.
Same day recorded in Liber GTC No. 1010 folio 449 &c. one of the Land Records of Anne Arundel County and examined per
GEORGE T. CROMWELL, Clerk.
Cost of Record $ 7.50

L. 2 f. 90

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

LIBER 117 PAGE 275

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

No. 13,124 Equity

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Harold G. Jackson and Louise Jackson, his wife, dated March 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1010, Folio 449, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, APRIL 7, 1959

at 1:00 o'clock P.M.

All that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 73 and 74 as shown on a certain plat titled Subdivision of Lots 26, 27 and part of Lot 11, Property on Old Annapolis Road, Anne Arundel County, for Foxwell and Foxwell, Inc." dated March 22, 1949 and made by J. R. McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 48.

Being the same property conveyed unto Harold G. Jackson and Louise Jackson, his wife, by Douglas E. Roberts and Mildred M. Roberts, his wife, by deed dated March 23, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 914, Folio 552.

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

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Maryland Gazette Press
March 12, 19, 26
April 2

FILED
1959 MAR 10 AM 11:21

6

In the matter of the mortgaged : No. 13,124 Equity
real estate of Harold G. Jackson : In the Circuit Court for
and Louise Jackson, 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 the State and County aforesaid, 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 Defeidants are not in the military service of the United States,

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

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

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

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

Subscribed and sworn to before me
this 10th day of March, 1959.

Alice Gary, Notary Public

FILED
1959 MAR 10 AM 11:21

7

In the matter of the mortgaged : No. 13,124 Equity
real estate of Harold G. Jackson : In the Circuit Court for
and Louise Jackson, his wife : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Harold G. Jackson and Louise Jackson, his wife, dated March 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1010, Folio 449		$8,000.00
Amount paid on principal	$ 956.57	
Less: Credit Expense Account	111.65	1,068.22
		$6,931.78
Interest for February, 1959	$ 35.22	
Interest for March, 1959	35.22	
Interest 4/1/59 to 4/7/59	8.19	78.63
Total amount of indebtedness due		$7,010.41

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of March, 1959, 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 aforegoing Statement of Mortgage Claim is true and just as herein set forth.

WITNESS my hand and Notarial seal.

Alice Gary
Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO.

FILED

1959 MAR 10 AM 11:21

8

OFFI[illegible] OF LIBER 117 PAGE 278

WILLIAM W. TOWNSHEND, JR.,
Attorney
Towns-Worth Bldg., South [illegible]eet
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Harold G. Jackson and Louise Jackson, his wife, dated March 21, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1010, Folio 449, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, April 7, 1959 at 1:00 o'clock P.M.

All that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 73 and 74 as shown on a certain plat titled Subdivision of Lots 26, 27 and part of Lot 11, Property on Old Annapolis Road, Anne Arundel County, for Foxwell and Foxwell, Inc.," dated March 22, 1949 and made by J. R. McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 48.

Being the same property conveyed unto Harold G. Jackson and Louise Jackson, his wife, by Douglas E. Roberts and Mildred M. Roberts, his wife, by deed dated March 23, 1956 and recorded among the aforesaid Land Records in Liber J.H.H. 914, Folio 552.

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

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

9 For further particulars, apply to:

WM. W. TOWNSHEND, JR.,
Attorney
Towns-Worth Bldg, South St.
Annapolis, Md.
Robert H. Campbell, Auctioneer.

A-2

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1959

We hereby certify, that the annexed

Attorney's Sale

Harold G. Jackson

13,724 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of April, 1959. The first insertion being made the 12th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 APR -6 PM 3:32

By H. Tildesman

LIBER 117 PAGE 279

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

LIBER 9 PAGE 567

No. 13,124

BOND NO. 280491

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr., of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY Company, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHT THOUSAND AND 00/100 ($8,000.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of March, 1959.

WHEREAS: by virtue of a power of sale contained in a mortgage from Harold G. Jackson and Louise G. Jackson to United Federal Savings and Loan Association, the said William W. Townshend Jr., as Attorney-Named-in-Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon in whole or in part, and

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

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William W. Townshend Jr. does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness as to Principal:
Alice Gary

William W. Townshend Jr. (SEAL)

Witness as to Surety:
M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY
By R.H. Nichols - Attorney-in-Fact

Bond approved this 6th day of April 1959.
George T. Cromwell, Clerk

FILED
1959 APR -6 PM 1:37

10

ROBERT H. CAMPBELL - LIBER 117 PAGE 280 - - - - - Auctioneer

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

No. 13,124 Equity

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Harold G. Jackson and Louise Jackson, his wife, dated March 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1010, Folio 449, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, April 7, 1959

AT 1:00 O'CLOCK, P.M.

All that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

Known and designated as Lots Nos. 73 and 74 as shown on a certain plat titled Subdivision of Lots 26, 27 and part of Lot 11, Property on Old Annapolis Road, Anne Arundel County, for Foxwell and Foxwell, Inc. dated March 22, 1949 and made by J. R. McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 48.

Being the same property conveyed unto Harold G. Jackson and Louise Jackson, his wife, by Douglas E. Roberts and Mildred M. Roberts, his wife, by deed dated March 23, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 914, Folio 552.

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

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

For further particulars, apply to:

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

— PRINTED BY —
CAPITAL-GAZETTE PRESS, INC., ANNAPOLIS, MD.

FILED
1959 APR 10 PM 1:39

No. 13,124 Equity

LIBER 117 PAGE 281

Annapolis, Maryland
Tuesday, April 7, 1959

I hereby certify that I have this 7th day of April, 1959, sold the property of William W. Townshend, Jr., Attorney, known as Lots 73 and 74, on a certain plat entitled Subdivision of Lots 26, 27 and part of Lot 11, Property on Old Annapolis Road, Anne Arundel County, Maryland, for Foxwell and Foxwell, unto

United Federal Savings and Loan Association of Glen Burnie

at and for the sum of
Seven Thousand Six Hundred Dollars ----------($7,600.00)

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

Robert H. Campbell

Robert H. Campbell

Annapolis, Maryland
Tuesday, April 7, 1959

I/We hereby certify that I/we have this 7th day of April, 1959, purchased from William W. Townshend, Jr., Attorney, the property known as Lots 73 and 74, on a certain plat entitled Subdivision of Lots 26, 27 and part of Lot 11, Property on Old Annapolis Road, Anne Arundel County, Maryland, for Foxwell and Foxwell, at and for the sum of

Seven Thousand Six Hundred Dollars ----------($7,600.00)

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

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

By: Dorothy B. Ward.
Purchaser

Dorothy B. Ward, Vice President

Purchaser

FILED

1959 APR 10 PM 1:39

In the matter of the mortgaged real : No. 13,124 Equity
estate of Harold G. Jackson and : In the Circuit Court for
Louise Jackson, 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 Harold G. Jackson and Louise Jackson, his wife, dated March 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1010, Folio 449, said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, April 7, 1959, at 1:00 o'clock P.M., and then and there sold the said property to United Federal Savings and Loan Association of Glen Burnie, at and for the sum of Seven Thousand Six Hundred Dollars ($7,600.00), being at that figure the highest bidder therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 73 and 74 as shown on a certain plat titled Subdivision of Lots 26, 27 and part of Lot 11, Property on Old Annapolis Road, Anne Arundel County, for Foxwell and Foxwell, Inc., dated March 22, 1949 and made by J. R. McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded

FILED
1959 APR 10 PM 1:39

13

among the Plat Records of Anne Arundel County in Plat Book 21, Folio 48.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of April, 1959, 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.

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

14

ORDER NISI

LIBER 117 PAGE 284.

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HAROLD G. JACKSON and ~~WIFE~~ LOUISE JACKSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,124 Equity

Ordered, this 10th day of April, 1959, 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 18th 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 18th day of May next.

The report states that the amount of sale was $7,600.00

FILED 1959 APR 10 PM 1:39

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HAROLD G. JACKSON and ~~WIFE~~ LOUISE JACKSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 19th day of May, 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 MAY 19 PM 2:04

15

OFFICE OF

LIBER 117 PAGE 285

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 8, 1959

We hereby certify, that the annexed Order Nisi - Sale Eq. 13,124.

Harold G. Jackson

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 May, 1959. The first insertion being made the 16th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 MAY 11 PM 12/02

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,124 Equity

In the matter of the Mortgaged Real Estate of HAROLD G. JACKSON and LOUISE JACKSON, his wife

Ordered, this 10th day of April, 1959, 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 18th 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 18th day of May next.

The report states that the amount of sale was $7,600.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-7

No. M. G. 7194

16

LIBER 117 PAGE 286

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Harold C. Jackson
and
Louise Jackson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,124 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. Tackling
Auditor.

May 22, 1959

Dr. In the Matter of the Mortgaged Real Estate of Harold G. Jackson and Louise Jackson, his wife in ac.

To Attorney for Commissions, viz:	258	00		
To Attorney for Fee, viz:	100	00	358	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	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	12	27		
New Amsterdam Casualty Co. -bond premium	32	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Alice Gary - notary fees	1	50	157	33
To Attorney for Taxes, viz:				
1958 State and County taxes	123	27		
1959 State and County taxes ($130.86) - 3 months 7 days	35	22	158	49
To Attorney for Benefit Charges, viz:				
1957 water and sewer benefit charges	35	01		
1958 water and sewer benefit charges	32	15		
1959 water and sewer benefit charges ($29.52) - 3 months 7 days	7	95		
Metered water to 4/7/59	14	00	89	11
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	6,785	57	6,785	57
			7,600	00
Amount of mortgage claim filed	7,010	41		
Cr. Amount allowed above	6,785	57		
Balance subject to decree in personam	224	84		

18

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

1959				
Apr.	7	Proceeds of Sale	7,600 00	7,600 00
				7,600 00

LIBER 117 PAGE 289

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Harold G. Jackson

and

Louise Jackson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,124 Equity.

1959 MAY 25 PM 11:57

ORDERED, This 25th day of May, 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 29th 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 29th day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of July, 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 JUL -8 PM 3:13

Matthew S. Evans
Judge

20

OFFICE C.

LIBER 117 PAGE 290

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. 13,124 Equity
In the Matter of the Mortgaged Real Estate of
HAROLD G. JACKSON and LOUISE JACKSON, his wife

Ordered, this 25th day of May, 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 29th 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 29th day of June next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,124 Auditor Account. Harold G. Jackson

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 June, 1959. The first insertion being made the 28th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JUL -7 PM 10:29

By W. Tilghman

No. M.G. 8867

21

LIBER 117 PAGE 291

SIDNEY B. NEEDLE,
Attorney-Named-in=Mortgage,

vs.

CHARLES M. GARDNER and
KATHERINE M. GARDNER,
his wife.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,893 Equity

ORDER TO DOCKET SUIT

MR. CLERK:

Please Docket Suit in the above entitled case.

Sidney B. Needle, Attorney,
343 N. Calvert Street,
Baltimore, 2, Md.

FILED

1958 OCT -4 AM 10:40

(2)

LIBER 117 PAGE 292

LIBER 1187 PAGE 124

No. 12,893 Equity

City — County — Monthly Direct Reduction (Rev. 5/57).

THIS MORTGAGE, Made this 24th day of February , 19 58 ,

by CHARLES M. GARDNER and KATHERINE M. GARDNER, his wife

Mortgagor(s), who as member(s), ha ve received from

The CALVERT BUILDING AND LOAN ASSOCIATION, INC.

a body corporate, Mortgagee, an advance of THREE THOUSAND

($3000.00) - - - - - - - - - - - - - - - Dollars, on Thirty (30)

share(s) of its stock, being applied toward the purchase price of the hereinafter described property.

The said Mortgagor(s) hereby covenant(s) with the said Mortgagee that they will pay the said Mortgagee, its successors and assigns, the monthly sum of $ 33.31 , which shall include monthly interest payments at 6 % per annum on the unpaid principal until paid, said monthly payments of $ 33.31 shall commence on the 24th day of March , 19 58 , and on the 24th day of each month thereafter at its regular meeting place, until the principal and interest are fully paid, and to pay all fines that may be imposed upon them by the said Mortgagee, and to keep the improvements in good repair, also to pay all ground rent, public charges, insurance premiums and taxes for which the property may become liable, also to pay monthly to the said Mortgagee a sum as a fund for the payment of same.

It is particularly understood and agreed that if the Mortgage debt is paid before maturity a pre-payment fee of two percent (2%) of the balance due on said mortgage shall be paid to the Mortgagee.

The Mortgage shall also secure future advances as provided by Article 66, Section 2, of the Public General Laws of Maryland or any supplement thereto.

WITNESSETH, That in consideration thereof, and the sum of One Dollar, the said Mortgagor(s) do hereby grant and convey unto the said Mortgagee, its successors and assigns the following propert y , situated in Anne Arundel County , State of Maryland, with all the rights and appurtenances thereto belonging or appertaining, and described as follows:

BEGINNING for the same on the south side of First Street extended distant 200 feet from the west side of East Short Road, and running thence southerly and parallel to the west side of said East Shore Road 100 feet, thence westerly and parallel to the south side of First Street 50 feet, thence northerly and parallel to the west side of East Shore Road 100 feet to the south side of said First Street, thence easterly along the south side of said First Street 50 feet to the place of beginning.

BEING the same lot 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 immediately prior hereto was granted and conveyed by Elsie Goldberg, Widow, unto the Mortgagors herein, in fee simple.

FILED

1958 OCT -4 AM 10:40

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.)

The Mortgagor(s) agree(s) to keep the building on the premises fully 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 policies 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 possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied.

The Mortgagor(s) agree(s) 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.

The Mortgagor(s) agree(s) 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.

AND the said Mortgagor(s) hereby consent(s) that a decree may be passed for the sale of said property, (such sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided) or this Mortgage may be foreclosed by the said Mortgagee, its successors or assigns, or SIDNEY B. NEEDLE, its duly constituted Attorney or Agent. 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 in the event of the institution of any such foreclosure proceedings which are thereafter dismissed and/or satisfied prior to the sale of the property as herein provided One-half Trustee's commissions to the party advertising said property for sale, as well as an attorney's fee of $100 shall be due and shall be paid by whomever shall pay the amount due on said Mortgage before sale. Should, however, said property be sold under the powers herein granted, the proceeds realized from said sale shall be applied as follows: (1) to the payment of all expenses incident to such sale, including an attorney's fee of $100 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 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 Mortgagor(s), their successors, heirs, personal representatives or assigns, or to whoever may be entitled to the same.

In the event foreclosure proceedings are instituted as aforesaid, the attorney immediately upon filing said proceedings shall be entitled to an attorney's fee of One Hundred dollars.

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

And it is agreed that until default is made the said Mortgagor(s) may retain possession of the said mortgaged property.

In the event of a transfer or change of ownership of said property, without the written consent of said Mortgagee, its successors and assigns, the said Mortgagee, its successors and assigns, reserves the right to demand payment of the mortgage debt and interest hereby secured, and if not paid on demand, then this Mortgage may be foreclosed under the assent herein contained. It is understood and agreed that this Mortgage shall mature and become due and payable in its entirety at the end of ten years from date hereof.

WITNESS the hands and seals of the mortgagors

.....(SEAL)

Charles M. Gardner .....(SEAL)
Charles M. Gardner

TEST: Etta L. Sandler .....(SEAL)
Etta L. Sandler

Katherine M. Gardner .....(SEAL)
Katherine M. Gardner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of February, 1958, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared Charles M. Gardner, and Katherine M. Gardner, his wife the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act; at the same time also appeared Marvin D. Rosenthal, Vice President of said Mortgagee, and he made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide.

AS WITNESS my hand and Notarial seal.

ETTA L. SANDLER NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Feb 26 1958 at 10.58 A.M. Etta L. Sandler
Mailed to Sidney B. Needle Etta L. Sandler *Notary Public.*

3

LIBER 117 PAGE 294

SIDNEY B. NEEDLE,
Attorney-Named-in-
Mortgage

vs.

CHARLES M. GARDNER and
KATHERINE M. GARDNER,
his wife.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

Re: Mortgage dated February 24th, 1958, from Charles M. Gardner and Katherine M. Gardner, his wife, to Calvert Building and Loan Association, Inc., recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1187, folio 124, on property known as Box 381-A, Route 3, First Street and East Shore Road, Anne Arundel County, Maryland.

To amount of mortgage loan		$3,000.00
CREDITS:		
To payment account principal	$142.06	
Credit mortgage expense account	65.48	207.54
		$2,792.46
To interest for 3 months 6 days, to March 2nd, 1959, @ $14.29 per month		45.75
To fines for 2 months @ $1.64 per month		3.28
To balance due		$2,841.49

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 24th day of February 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared KATHERINE L. PORTER, Secretary of the Calvert Building and Loan Association, Inc., holder of the mortgage, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS My hand and Notarial Seal.

Etta L. Sandler

Etta L. Sandler, Notary Public

ETTA L. SANDLER NOTARY PUBLIC BALTIMORE 1959

FILED

FEB 25 AM 10:49

5

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

LIBER 117 PAGE 295

SIDNEY B. NEEDLE,
Attorney-Named-in-Mortgage,

vs.

CHARLES M. GARDNER and
KATHERINE M. GARDNER,
his wife.

IN THE

CIRCUIT COURT

~~OF~~ For

ANNE ARUNDEL COUNTY

Equity Docket 12,893 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 Katherine L. Porter, Secretary of the Calvert Building and Loan Association, Inc.,

and made oath in due form of law that he (she) knows the defendant herein, and that to the best of 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.

Katherine L. Porter
Affiant.
Katherine L. Porter, Secretary

Subscribed and sworn to before me this 24th day of Feb. 1959

Etta L. Sandler
Notary Public
Etta L. Sandler

ETTA L. SANDLER NOTARY PUBLIC BALTIMORE, MD.

FILED
1959 FEB 25 AM 10:49

6

A STOCK COMPANY — ESTABLISHED 1890

LIBER 9 PAGE 541

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 117 PAGE 290

No. 12,893 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Sidney B. Needle, 343 N. Calvert Street, Baltimore 2, Md.

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FOUR THOUSAND AND 00/100 ($4,000.00) ---------- Dollars,

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

Sealed with our seals and dated this 24th day of February in the year of our Lord 1959

Whereas, the above bounden Sidney B. Needle

by virtue of the power contained in a mortgage from Charles M. Gardner & Katherine M. Gardner, his wife

to Calvert Building & Loan Association

bearing date the 24th day of February, 1958 and recorded among the mortgage records of Anne Arundel County, Maryland in Liber G.T.C. No. 1187 Folio 124 and Sidney B. Needle

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 Sidney B. Needle

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 Sidney B. Needle

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

Signed, sealed and delivered in the presence of:

Etta L. Sandler — Sidney B. Needle (SEAL)

ETTA L. SANDLER

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony Anthony — *As to Surety*

By Joseph C. McHugh *Attorney-in-Fact*

MD3228a—500, 1-51 129354
Mortgagee's or Attorney's Bond

1959 FEB 27 AM 9:36

Bond approved this 27th day of February 1959.
George T. Cromwell, Clerk

LIBER 117 PAGE 297

SIDNEY B. NEEDLE, Attorney-Named-in-Mortgage,	)	IN THE
vs.	)	CIRCUIT COURT
CHARLES M. GARDNER and KATHERINE M. GARDNER, his wife.	)	FOR ANNE ARUNDEL COUNTY.
	)	Equity Docket No. 12,893

REPORT OF SALE

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

The Report of Sale of Sidney B. Needle, Attorney-Named-in-Mortgage, in the above entitled cause to make sale of the fee simple property known and designated as Box 381-A, Route 3, First Street and East Shore Road, Anne Arundel County, Maryland, described as follows:

> BEGINNING for the same on the south side of First Street extended distant 200 feet from the west side of East Shore Road, and running thence southerly and parallel to the west side of said East Shore Road 100 feet, thence westerly and parallel to the south side of First Street 50 feet thence northerly and parallel to the west side of East Shore Road 100 feet to the south side of said First Street, thence easterly along the south side of said First Street 50 feet to the place of beginning;

in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements in the "Evening Capital", a daily newspaper, published in Anne Arundel County, Maryland, for more than three successive weeks preceding the day of sale, said Sidney B. Needle, Attorney-Named-in-Mortgage, did pursuant to said notice on Monday, March 2nd, 1959, at 2:00 O'Clock P. M. , attend on the premises and then and there sold to THE CALVERT BUILDING & LOAN ASSOCIATION, INC., it being the highest bidder therefor, at and for the price of Two Thousand Dollars ($2,000), the aforesaid property known and designated as Box 381-A, Route 3, First Street and East Shore Road, Anne Arundel County, Maryland, in fee simple.

Respectfully submitted,

Sidney B. Needle

Sidney B. Needle, Attorney-Named-in-Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of March 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared SIDNEY B. NEEDLE, 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.

ETTA L. SANDLER NOTARY PUBLIC BALTIMORE, MD.

Etta L. Sandler

Etta L. Sandler, Notary Public

FILED

1959 MAR -3 AM 9:31

8

ORDER NISI

LIBER 117 PAGE 298

SIDNEY B. NEEDLE,
Attorney named in Mortgage

versus

CHARLES M. GARDNER and
KATHERINE M. GARDNER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,893 Equity

Ordered, this 3rd day of March, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Sidney B. Needle, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $ 2,000.00

FILED 1959 MAR 3 AM 9:31

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

SIDNEY B. NEEDLE,
Attorney named in Mortgage

versus

CHARLES M. GARDNER and
KATHERINE M. GARDNER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of April, 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 J. Crowe
JUDGE.

FILED
1959 APR 11 AM 11:42

9

SIDNEY B. NEEDLE,
Attorney-at-Law,
343 N. Calvert Street,
Baltimore 2, Maryland

Attorney's Sale

Valuable Improved Fee Simple Dwelling

situate in Green Haven, Anne Arundel County, Maryland, and known as Box 381-A, Route 3, First Street and East Shore Road.

Under and by virtue of the power and authority contained in a mortgage from Charles M. Gardner and Katherine M. Gardner, his wife, to Calvert Building and Loan Association, Inc., dated February 24th, 1958, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1187, folio 124, etc., (default having occurred thereunder), the undersigned, the Attorney-Named-In-Mortgage, will sell at Public Auction on the premises on

Monday, March 2, 1959 at 2:00 o'clock, P.M.

All those two (2) lots of ground designated as Lots Nos. 23 and 24, Plat A, Green Haven, Anne Arundel County, Maryland, and being more particularly described as follows:

BEGINNING for the same on the south side of First Street extended distant two hundred feet from the west side of East Shore Road and running thence southerly and parallel to the west side of said East Shore Road one hundred feet thence westerly and parallel to the south side of First Street fifty feet thence northerly and parallel to the west side of East Shore Road one hundred feet to the south side of said First Street thence easterly along the south side of said First Street fifty feet to the place of beginning.

The improvements consist of a 1½ story dwelling.

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

TERMS OF SALE — A cash deposit of $500.00 will be required of purchaser at time and place of sale, balance of purchase money to be paid in cash upon final ratification of sale by Circuit Court for Anne Arundel County and to bear interest at the rate of 6% per annum from day of sale to day of settlement. Taxes and all other expenses if any, to be adjusted to day of sale.

SIDNEY B. NEEDLE,
Attorney-Named-In-Mortgage,
Michael Fox, Auctioneer,
American Building,
Baltimore, 2, Md.

M-2

OFFICE OF
LIBER 117 PAGE 299

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 13, 1959

We hereby certify, that the annexed

Attorney's Sale

Charles M. Gardner

12,893

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 2nd day of March, 1959. The first insertion being made the 6th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED By Hazel Leighman

1959 MAR 13 PM 3:08

OFFICE -P

Evening Capital

Published by LIBER 117 PAGE 300

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,893 Equity
SIDNEY B. NEEDLE,
Attorney Named in Mortgage
versus
CHARLES M. GARDNER and KATHERINE M. GARDNER, his wife

Ordered, this 3rd day of March, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Sidney B. Needle, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $2,000.00.

GEORGE T. CROMWELL, Clerk

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 8, 1959

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,893
Charles M. Gardner

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 6th day of April, 1959. The first insertion being made the 4th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

FILED

1959 APR -9 AM 10:05

No. M. G. 6803

4/

LIBER 117 PAGE 301

In the Case of

Sidney B. Needle,
Attorney named in Mortgage
VS.
Charles M. Gardner
and
Katherine M. Gardner, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,893 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

May 20, 1959

12

Dr. Sidney B. Needle, Attorney named in Mortgage vs. Charles M. Gardner and Katherine M. Gardner, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	93	62	193	62
To Attorney for Court costs, viz:				
Clerk of Court - final Court costs	20	00		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Auditor - stating this account	13	50	34	95
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	80		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Deposit Co. of Md. -bond premium	16	00		
Michael Fox - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Etta L. Sandler - notary fees	2	50	117	50
To Attorney for Taxes, viz: 1959 State and County taxes ($84.29) - adjusted to 3/2/59	14	51	14	51
To The Calvert Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	1,660	08	1,660	08
			2,020	66
Amount of mortgage claim filed	2,841	49		
Cr. Amount allowed above	1,660	08		
Balance subject to decree in personam	1,181	41		

13

with Sidney B. Needle, Attorney named in Mortgage Cr.

1959				
Mar.	2	Proceeds of Sale	2,000 00	
		Interest on purchase price - 2 months 2 days	20 66	2,020 66
				2,020 66

LIBER 117 PAGE 304

ORDER NISI

Sidney B. Needle,

Attorney named in Mortgage

VERSUS

Charles M. Gardner

and

Katherine M. Gardner, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,893 Equity.

1959 MAY 27 PM 1:58

ORDERED, This 27th day of May, 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 6th 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 6th day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of July, 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 JUL -8 PM 3:14

Matthew S. Graves

Judge

OFFI OF

LIBER 117 PAGE 305

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,893 Equity
SIDNEY B. NEEDLE,
Attorney Named in Mortgage
vs.
CHARLES M. GARDNER AND KATHERINE M. GARDNER,
his wife

Ordered this 27th day of May, 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 6th 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 6th day of July next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,893
Auditor account.

Charles M. Gardner.

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 6th day of July, 1959. The first insertion being made the 30th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED

No. M. G. 7-990 1959 JUN 29 AM 11:29

16

IN THE MATTER OF LIBER 117 PAGE 306	*	IN THE
THE MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
RUDOLPH V. LERP, JR. and	*	ANNE ARUNDEL COUNTY
GLADYS M. TAYLOR	*	NO. 13,083 EQUITY

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

MR. CLERK:

Please docket this case and file the original Mortgage, Statement of Mortgage Debt and Military Affidavit.

Samuel M. Ivrey - Attorney
144 Gloucester Street
Annapolis, Maryland

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1959 FEB 10 PM 2:48

LIBER 117 PAGE 307

LIBER 1180 PAGE 18

Equity No. 13,083

Form No. 1—County Fee

This Mortgage, made this 15th day of January

in the year one thousand nine hundred and Fifty-eight , between

RUDOLPH V. LERP, JR. and GLADYS M. TAYLOR, as Joint Tenants of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to

RUDOLPH V. LERP, JR. and GLADYS M. TAYLOR

the sum of Ten Thousand Two Hundred and 00/100 ($10,200.00)---------- dollars,

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

By the payment of Seventy-three and 09/100 ($73.09)----------

dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said RUDOLPH V. LERP, JR. and GLADYS M. TAYLOR, as Joint Tenants

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all those lots , pieces , or parcels of ground situate,

lying and being in the Third election district of Anne Arundel County, State of Maryland, and described as follows: BEING lots 8 and 9, as shown on a Plat of the Resubdivision of Lots 361 and 362 and 363, revised plat of Shoreacres, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 12.

BEING part of the land which by deed dated September 24, 1951, and recorded among the Land Records of Anne Arundel County in Liber JHH 646, folio 84, was conveyed by Karl G. Smith and Mary T. Smith, his wife, to Rudolph V. Lerp and Evelyn G. Lerp, his wife.

AND BEING the same property conveyed to Rudolph V. Lerp, Jr. and Gladys M. Taylor, the within named Mortgagors, by deed from Rudolph V. Lerp and Evelyn G. Lerp, his wife, of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto.

FILED
1959 FEB 10 PM 2:49

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 30 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that 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.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever, SUBJECT, however, to

Restrictions, JHH 203, folio 104.

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) RUDOLPH V. LERP, JR. and GLADYS M. TAYLOR for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last-known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey. its duly constituted Attorney or Agent, under Article LXVI, 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 upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

AND the said Mortgagor , for themselves, their heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales 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, costs and commissions the said Mortgagor for themselves, their heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its Attorney 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 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 and commissions.

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey; as to both

Rudolph V. Lerp, Jr. (SEAL)

(SEAL)

Gladys M. Taylor (SEAL)

Gladys M. Taylor

(SEAL)

LIBER 117 PAGE 310

LIBER 1180 PAGE 21

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 15th day of January

in the year one thousand nine hundred and Fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

RUDOLPH V. LERP, JR. and GLADYS M. TAYLOR, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. GARDINER CHANEY, President of Annapolis 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.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Samuel M. Ivrey - Notary Public.

My commission expires on May 4th 19 59

Rec'd for record Jan 16 1958 at 4:52 P.M.

Mailed to Samuel M. Ivrey

Mortgage

FROM

RUDOLPH V. LERP, JR., and

GLADYS M. TAYLOR,

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Lots 8 & 9, Plat of the Resubdivision of Lots 361, Property 362 & 363, Revised plat of Shoreacres, 3rd Elec. Dist. Anne Arundel Co., Md.

Received for record JAN 16 1958 at 4:52 P.M. and examined per [illegible] Clerk.

Same day recorded in Liber 1180 folio 21 of the Land Records of Anne Arundel County

Cost of Record $10.50

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

LIBER 117 PAGE 311

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
RUDOLPH V. LERP, JR. and	*	ANNE ARUNDEL COUNTY
GLADYS M. TAYLOR	*	NO. 13 083 EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Annapolis Federal Savings and Loan Association of Annapolis, Maryland, from Rudolph V. Lerp, Jr. and Gladys M. Taylor, dated the 15th day of January, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1180, folio 18, said Mortgage being in default.

Balance due on principal through 2/28/59	$10,035.81
Interest to March 5th, 1959	8.63
	$10,044.44

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of February, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of the Annapolis Federal Savings and Loan Association, Annapolis, Maryland, a body corporate, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on their Mortgage claim described herein, and that the said Association has not received any security or any satisfaction therefore other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Samuel M. Ivrey

Samuel M. Ivrey - Notary Public

My Commission Expires: May 4, 1959.

FILED

1959 FEB 10 PM 2:48

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

6

LIBER 117 PAGE 312

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
RUDOLPH V. LERP, JR. and	*	ANNE ARUNDEL COUNTY
GLADYS M. TAYLOR	*	NO. 13083 EQUITY

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF 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 Brendan O'Dwyer 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.

Brendan O'Dwyer
Affiant

Subscribed and sworn to before me this 6th day of February, 1959

Samuel M. Ivrey
Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1959 FEB 10 PM 2:48

7

G 22086

LIBER 117 PAGE 313
LIBER 9 PAGE 543

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 13,083 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand Five Hundred Dollars --- ($10,500.00) - current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of March, 1959

WHEREAS, by virtue of a power of sale contained in a mortgage from Rudolph V. Lerp, Jr. and Gladys M. Taylor bearing date on or about January 15, 1958, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Samuel M. Ivrey does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Kathleen L. Woelfel
Kathleen L. Woelfel as to both

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact
SURETY

Bond approved this 5th day of March 1959
George T. Cranwell Clerk

FILED
1959 MAR -5 AM 10:55

8

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

ATTORNEY'S SALE

— OF VALUABLE —

Improved Real Estate

SHOREACRES
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Rudolph V. Lerp, Jr. and Gladys M. Taylor to Annapolis Federal Savings and Loan Association, Annapolis, Maryland, dated the 15th day of January, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1180, folio 18, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Thursday, March 5, 1959

AT 11 O'CLOCK A.M.

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

BEING Lots 8 and 9, as shown on a Plat of the Resubdivision of Lots 361 and 362 and 363, revised plat of Shoreacres, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 12.

BEING the same property conveyed to Rudolph V. Lerp, Jr. and Gladys M. Taylor, as Joint Tenants, by deed from Rudolph V. Lerp and Evelyn G. Lerp, his wife, dated January 15, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1180, folio 16.

This property is improved by a frame dwelling, approximately one year old, containing five rooms and two baths.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the date of sale. For further particulars, apply to:

SAMUEL M. IVREY, ATTORNEY
144 Gloucester Street
Annapolis, Maryland

FILED
1959 MAR -6 PM 3:28

b

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $ 10,625.00 and I/We agree to abide by the terms therein.

WITNESS my/our hand and Seal this 5th day of March, 1959.

WITNESS:

Samuel W. Iver.

SOUTHERN MUNICIPAL CORP.
BY: C. Maurice Weidemeyer (SEAL)
Pres

I hereby certify that I sold property described on the reverse side of this Handbill to ~~C. MAURICE WEIDEMEYER~~ SOUTHERN MUNICIPAL CORP. at and for the price of $ 10,625.00 he/they, being then and there the highest bidder therefore.

WITNESS my hand and Seal this 5th day of March, 1959.

WITNESS:

Samuel W. Iver.

Felix H. Campbell (SEAL)
Auctioneer

FILED
1959 MAR -6 PM 3:28

LIBER 117 PAGE 316

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
RUDOLPH V. LERP, JR. and	*	ANNE ARUNDEL COUNTY
GLADYS M. TAYLOR	*	NO. 13,083 EQUITY

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

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given Bond with surety which was duly approved and having given 20 days notice of time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Thursday, March 5, 1959, at 11 o'clock 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 OF GROUND situate and lying in the Third Election District of Anne Arundel County, State of Maryland and described as follows: Being Lots 8 and 9, as shown on a Plat of the Resubdivision of Lots 361 and 362 and 363, revised plat of Shoreacres, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 12.

BEING the same property conveyed to Rudolph V. Lerp, Jr. and Gladys M. Taylor, as Joint Tenants, by deed from Rudolph V. Lerp and Evelyn G. Lerp, his wife, dated January 15, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1180, folio 16.

Said property being sold to Southern Municipal Corporation at and for the sum of Ten Thousand Six Hundred Twenty-five and 00/100 ($10,625.00) Dollars,

FILED

1959 MAR -6 PM 3:28

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

//

it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey. atty.

Samuel M. Ivrey
Attorney named in the ~~Mortgage~~

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of March, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SAMUEL M. IVREY, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Nora B. Clarke
- Notary Public

My Commission Expires: May 4, 1959

NORA B. CLARKE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

12

ORDER NISI

In the Matter of the Mortgaged Real Estate of Rudolph V. Lerp, Jr. and Gladys M. Taylor

versus

LIBER 117 PAGE 318

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,083 Equity

Ordered, this 6th day of March, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of April next.

The report states that the amount of sale was $ 10,625.00

George T. Cromwell Clerk.

True Copy,

1959 FILED MAR 6 PM 3:28

TEST: _____ Clerk.

(Final Order)

In the Matter of the Mortgaged Real Estate of Rudolph V. Lerp, Jr. and Gladys M. Taylor

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 14th day of April, 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 APR 14 PM 3:03

13

G 28058

LIBER 117 PAGE 319

LIBER 9 PAGE 544

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 13,083 Equity

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Hundred Twenty Five Dollars ($125.00), 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 6th day of March, 1959.

WHEREAS by virtue of a power of sale contained in a Mortgage from Rudolph V. Lerp, Jr. and Gladys M. Taylor, bearing date on or about January 15, 1958, the said Samuel M. Ivrey was authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or of the interest thereon in whole or in part; and whereas default was made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey has executed said power and made sale of the property described as aforesaid in said Mortgage.

AND WHEREAS the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: that if the above bounden Samuel M. Ivrey does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED in the presence of

Bond approved & filed
this 9 March 1959.
Geo. Y. Cromwell
Clerk

Kathleen L. Woelfel

Kathleen L. Woelfel, as to both

FILED
1959 MAR -9 AM 10:26

Samuel M. Ivrey (SEAL)

Samuel M. Ivrey, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins

John H. Hopkins, IV, Attorney in Fact
SURETY

14

Legal Notice

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

SHOREACRES
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by vitue of the power of sale contained in the Mortgage from Rudolph V. Lerp, Jr. and Gladys M. Taylor to Annapolis Federal Savings and Loan Association, Annapolis, Maryland, dated the 15th day of January, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1180, folio 18, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Thurs., March 5, 1959 at 11 o'clock A. M.

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

BEING Lots 8 and 9, as shown on a Plat of the Resubdivision of Lots 361 and 362 and 363, revised plat of Shoreacres, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 12.

BEING the same property conveyed to Rudolph V. Lerp, Jr. and Gladys M. Taylor, as Joint Tenants, by deed from Rudolph V. Lerp and Evelyn G. Lerp, his wife, dated January 15, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1180, folio 16.

This property is improved by a frame dwelling, approximately one year old, containing five rooms and two baths.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6 per cent per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the date of sale. For further particulars, apply to:

15

SAMUEL M. IVREY,
ATTORNEY
144 Gloucester Street
Annapolis, Maryland
AUCTIONEER:
ROBERT H. CAMPBELL

M-3

LIBER 117 PAGE 320 OFF : OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., Friday 13, 1959

We hereby certify, that the annexed Attorney's Sale

Rudolph V. Lerp, Jr.

13,083

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 March, 1959. The first insertion being made the 10th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Leighman

FILED
1959 MAR 13 AM 3:08

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 117 PAGE 321

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 13,083 Equity

Order Nisi

In the Matter of the Mortgaged Real Estate of Rudolph V. Lerp, Jr. and Gladys M. Taylor

Ordered, this 6th day of March, 1959, That the sale of the Property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of April next.

The report states that the amount of sale was $10,625.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

A-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,083

Rudolph V. Lerp Jr.

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 13th day of April, 1959. The first insertion being made the 11th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1895 1959 APR 13 AM 9:09 By A. Tilghman

16

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~Mr.~~
Rudolph V. Lerp, Jr.,
and
Gladys M. Taylor

In the

Circuit Court

For

Anne Arundel County

No. 13,083 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. Jickling
Auditor

May 8, 1959

17

Dr. In the Matter of the Mortgaged Real Estate of Rudolph V. Lerp, Jr., and Gladys M. Taylor in ac.

To Attorney for Commissions, viz:	351	38		
To Attorney for Fee, viz:	35	00	386	38
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	75		
Auditor - stating this account	18	00	58	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	81		
Globe Indemnity Co. - bond premiums	42	50		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	6	05		
One-half State documentary stamps	6	05		
Doris B. Clarke - notary fee		50	169	67
To Attorney for Taxes, viz:				
1959 State and County taxes ($8.66) - 2 months 5 days	1	59	1	59
To Annapolis Federal Savings and Loan Ass'n, mortgagee - in full for mortgage claim filed	10,044	44	10,044	44
To Attorney for Claims Filed, viz: R. S. Leitch - this balance on account claim filed (Order 3/10/59)	51	99	51	99
			10,712	82
Amount of Claim filed	86	92		
Cr. Amount allowed above	51	99		
Balance due	34	93		

18

with Samuel M. Ivrey, Attorney named in Mortgage Cr.

1959				
Mar.	5	Proceeds of Sale	10,625 00	
		Interest on deferred payment of $9,562.50 to 4/30/59	87 82	10,712 82
				10,712 82

LIBER 117 PAGE 325

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Rudolph V. Lerp, Jr., and Gladys M. Taylor

1959 MAY 12 PM 9:09

FILED

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,083 Equity.

ORDERED, This 12th day of May, 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 15th 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 15th day of June next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of June, 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 JUN 16 PM 3:21

Benjamin Michaelson

JUDGE

20

OFFICE F

LIBER 117 PAGE 326

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,083 Equity

In the Matter of the Mortgaged Real Estate of RUDOLPH V. LERP, JR. and GLADYS M. TAYLOR

Ordered, this 12th day of May, 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 15th 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 15th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

M-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 9, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,083

Auditor Account

Rudolph V. Lerp Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of June, 1959. The first insertion being made the 13th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JUN -9 By L. M. Tilghman

No. M. G. 8798

21

LIBER 117 PAGE 327

IN THE MATTER OF THE SALE	:	IN THE
OF THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
CLINTON C. WHEELER and ALICE M. WHEELER, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	Equity No. 13,099

: : : : : : : : : : :

Mr. Clerk:

Please docket the above entitled Suit and file the within original mortgage.

BLACKHURST AND BROWN

By Grafton Lee Brown Jr.
Grafton Lee Brown, Jr.
Solicitor for the Assignee
One Central Avenue, S.W.
Glen Burnie, Maryland

FILED

1959 FEB 17 PM 3:12

City—County Direct Reduction Form

LIBER 117 PAGE 328 LIBER 065 PAGE 582

Equity No. 13,099

This Mortgage, Made this 28 day of September, in the year one thousand, nine hundred and fifty-six, between CLINTON C. WHEELER and ALICE M. WHEELER, his wife,

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

COUNTY TRUST COMPANY OF MARYLAND,

a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, the said Mortgagors are bona fide indebted to the Mortgagee in the full and just sum of Eighteen Thousand Dollars ($18,000.00) for money this day loaned by the Mortgagee to the Mortgagors, which sum is due and payable five (5) years after the date hereof with interest thereon at the rate of five per cent (5%) per annum, principal and interest being payable at the office of the Mortgagee in Glen Burnie, Maryland, or at such other place as the holder hereof may designate in writing, and the Mortgagors covenant to pay unto the Mortgagee on or before August 15th of each year hereafter no less than One Thousand Eight Hundred Dollars ($1,800.00) which payment is to be applied towards the reduction of the principal debt, and the Mortgagors covenant to pay quarterly the interest to accrue on said principal debt at the rate of five per cent (5%) per annum accounting from the date first written above.

AND it is further agreed that the said Mortgagors may have the privilege of paying any additional amount in excess of the stipulated payments.

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

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

BEGINNING for the first and beginning for the same at a stone at the end of the first of the whole tract and running from thence and with the second line, north twenty three degrees West nineteen hundred and eighty feet to the centre of the County Road leading from Millersville to Glenburnie; thence with the centre of said road South thirty two degrees West seven hundred and thirty nine feet; thence leaving said road and running with the Southeast side of a road ten feet wide South twenty two degrees East fifteen hundred and fifty feet to a stake; thence leaving said road and running North sixty seven degrees and thirty minutes East six hundred and thirty feet to the place of beginning. Containing twenty five acres of land more or less. —

BEING the same property which was granted and conveyed to the within-named Mortgagors by Deed dated July 29, 1954, by William W. Wheeler, widower, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 851, Folio 310.

BEGINNING for the second and beginning for the outlines thereof at a stone planted at the end of the first outline of the whole tract Fourth District Designated as Lot No. 6 on the plat and survey filed in case Myers vs. Myers, No. 1591 Equity, Circuit Court for Anne Arundel County and is the north corner of William Wade's land then running with and bounding on said Wm. Wade's land South 58¼ degrees East 111½ perches then North 30¼ degrees East 8 perches then South 58¼ degrees East 15 perches to a stone planted on the west side of the County Road leading from Glen Burnie to Millersville, then with said public road North 30¼ degrees East 23 63/100 perches to a lot conveyed to Elizabeth Wheeler by the late Henry M. Myers by deed recorded in Liber S.H. No. 34, folio 488, then running with said Elizabeth Wheeler's land and bounding thereon and with the middle or center line of a road out for

public use, North 58¼ degrees West 126½ perches to a stone forming the west corner of the Wheeler lot then leaving the outlines of said lot 6 and running south 30¼ degrees West 31 63/100 perches to place of beginning. Containing 24 acres of land, more or less.

SAVING and excepting hereof so much which was conveyed by William W. Wheeler, widow, to the County Commissioners of Anne Arundel County by deed dated May 24, 1955, and recorded among the Land Records aforesaid in Liber J.H.H. No. 931 folio 296; and saving and excepting thereof so much as was conveyed by Clinton Wheeler, Executor of the Last Will and Testament of William W. Wheeler to William W. Wheeler by deed dated November 18, 1955, and recorded among the Land Records aforesaid in Liber G.T.C. No. 987, folio 405, containing .224 of an acre.

BEING the same property which was granted and conveyed to the within-named Mortgagors by Deed dated February 24, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1011, Folio 593.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple, [illegible] subject to the payment of the yearly rent of [illegible].

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

And the said Mortgagors, for themselves, their heirs 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 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 five per cent. (5 %) per annum from the date of said payment, and the said Mortgagee, it 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 and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs 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 Mortgagees written consent, or should the same be encumbered by the Mortgagors, thier heirs and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Virginia G. Zebrauskas
Virginia G. Zebrauskas

Clinton C. Wheeler (SEAL)
Clinton C. Wheeler

Alice M. Wheeler (SEAL)
Alice M. Wheeler

(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 28 day of September, 19 56 before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid personally appeared Clinton C. Wheelr and Alice M. Wheeler, his wife,

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Ernest R. Smoot, Cashier and Assistant-Secretary, ~~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.

Virginia G. Zebrauskas
Virginia G. Zebrauskas Notary Public.

Rec'd for record Sept 29 1956 at 10:44 A.M.
Mailed to James W. Blackhurst

February 17, 1959

County Trust Company of Maryland hereby assigns the within mortgage to James W. Blackhurst for the purpose of foreclosure only.

Witness Secretary

Laura L. Horsey

COUNTY TRUST COMPANY OF MARYLAND

By Delbert Davis
Delbert Davis, President

Release Entered
case # 013999

MORTGAGE

FROM

CLINTON C. WHEELER and

ALICE M. WHEELER, his wife

TO

COUNTY TRUST COMPANY OF MARYLAND

Glen Burnie, Maryland

BLOCK NO.

Received for Record

at o'clock M. Same by recorded in

Liber No. Folio Etc.

one of the Records of

and examined per , Clerk.

Cost of Record, $ 100

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1956 SEP 29 AM 10:44
& RECORDED IN LIBER GTC
NO 1065 FOLIO 582
GEO. T. GROMWELL, CLERK

Law Offices
JAMES W. BLACKHURST
GLEN BURNIE, MD.

The Daily Record Co. Print Baltimore, Md.—72

1980

Cancel

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1959 FEB 17 PM 2:35
& RECORDED IN LIBER GTC
NO 1065 FOLIO 585
GEO. T. GROMWELL, CLERK

1.00

IN THE MATTER OF THE SALE	:	IN THE
OF THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
CLINTON C. WHEELER and	:	FOR
ALICE M. WHEELER, his wife	:	ANNE ARUNDEL COUNTY
	:	Equity No. 13,099

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

STATEMENT OF DEBT

Principal balance due $16,200.00

Interest 314.02

TOTAL due as of 2-17-59 - - - - - - -$16,514.02

James W. Blackhurst

James W. Blackhurst, Assignee

State of Maryland, Anne Arundel County, Sct:

I HEREBY CERTIFY that on this 17th day of February, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James W. Blackhurst, Assignee and made oath in due form of law 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.

AS WITNESS my hand and Notarial Seal

Clemence C. Burwell

Clemence C. Burwell
Notary Public

FILED

1959 FEB 17 PM 3:12

6

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

LIBER 117 PAGE 333

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

CLINTON C. WHEELER and ALICE M. WHEELER, his wife

vs.

IN THE

CIRCUIT COURT

FOR

~~OR~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

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

No. 13,099 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared James W. Blackhurst

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.

James W. Blackhurst
Affiant.

Subscribed and sworn to before me this 26th day of March 19 59

GRAFTON LEE BROWN, JR. NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Notary Public

FILED

1959 MAR 28 AM 10:41

7

BLACKHURST and BROWN
Solicitors
One Central Avenue, S.W.
Glen Burnie, Maryland

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY LOCATED

ON NEWCUT ROAD, SOUTH OF GLEN BURNIE, ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority contained in a mortgage from Clinton C. Wheeler and Alice M. Wheeler, his wife, to County Trust Company of Maryland, a body corporate, dated September 28, 1956 and recorded among the Land Records of Anne Arundel County in Liber 1065, page 582, etc., (default having occurred thereunder) the undersigned, the Assignee of said mortgage will sell at public auction on the premises on

Wednesday,
April 1, 1959
At 11:00 A.M.

All those lots of ground situate and lying in Anne Arundel County and described as follows:

BEGINNING for the first and beginning for the same at a stone at the end of the first of the whole tract and running from thence and with the second line, north twenty three degrees West nineteen hundred and eighty feet to the centre of the County Road leading from Millersville to Glen Burnie: thence with the centre of said road South thirty two degrees West seven hundred and thirty nine feet; thence leaving said road and running with the Southeast side of a road ten feet wide South twenty two degrees East fifteen hundred and fifty feet to a stake: thence leaving said road and running North sixty seven degrees and thirty minutes East six hundred and thirty feet to the place of beginning. Containing twenty five acres of land more or less.

BEING the same property which was granted and conveyed to the within-named Mortgagors by Deed dated July 29, 1954, by William W. Wheeler, widower, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 851. Folio 310.

LIBER 117 PAGE 334 OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 25, 1959

We hereby certify, that the annexed

Assignee's Sale

Clinton C. Wheeler

No. 13,099 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of April, 1959. The first insertion being made the 19th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 MAR 26 BY Wayne Tilghman

BEGINNING for the second and beginning for the outlines thereof at a stone planted at the end of the first outline of the whole tract Fourth District Designated as Lot No. 6 on the plat and survey filed in case Myers vs. Myers, No. 1591 Equity, Circuit Court for Anne Arundel County and is the north corner of William Wade's land then running with and bounding on said Wm. Wade's land South 58¼ degrees East 111½ perches then North 30¼ degrees East 8 perches then South 58¼ degrees East 15 perches to a stone planted on the west side of the County Road leading from Glen Burnie to Millersville, then with said public road North 30¼ degrees East 23 63/100 perches to a lot conveyed to Elizabeth Wheeler by the late Henry M. Myers by deed recorded in Liber S.H. No. 34, folio 488, then running with said Elizabeth Wheeler's land and bounding thereon and with the middle or center line of a road out for public use, North 58¼ degrees West 126½ perches to a stone forming the west corner of the Wheeler lot then leaving the outlines of said lot 6 and running south 30¼ degrees West 31 63/100 perches to place of beginning. Containing 24 acres of land, more or less.

SAVING and exception hereof so much which was conveyed by William W. Wheeler, widower, to the County Commissioners of Anne Arundel County by deed dated May 24, 1955, and recorded among the Land Records aforesaid in Liber J.H.H. No. 931 folio 296; and saving and excepting therof so much as was conveyed by Clinton Wheeler, Executor of the last will and Testament of William W. Wheeler, to William W. Wheeler by deed dated November 18, 1955, and recorded among the Land Records aforesaid in Liber G.T.C. No. 987, folio 405. containing .224 of an acre. ... ...

..BEING the same property which was granted and conveyed to the within-named Mortgagors by Deed dated February 24, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1011, Folio 593.

The improvements on the first tract described consist of a five-room bungalow and tobacco barn. The improvements located on the tract secondly described consist of a six-room home with bath, one tobacco barn, one barn, and a stable.

MANNER OF SALE: The tract of land firstly described will be offered first. In the event the bids on this property are insufficient to cover the amount of the mortgage debt and the attendant expenses, then both tracts of land above-described will be offered as an entirety.

TERMS OF SALE: A cash deposit of $2,000.000 will be required of the purchasers at, time and place of sale, balance of purchase money in cash upon the final ratification of sale by the Circuit Court for Anne Arundel County. Interest at the rate of six per cent (6%) to be charged on unpaid money from date of sale to date of settlement. Taxes and all other expenses and assessments, including special paving tax and Sanitary Commission charges, if any, to be adjusted the day of sale.

JAMES W. BLACKHURST,
Assignee
ROBERT H. CAMPBELL,
Auctioneer.

M-12

LIBER 117 PAGE 336

LIBER 9 PAGE 559

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 13,099 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, James W. Blackhurst, 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 Twenty Two Thousand - - - - - - - - - - ($22,000.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 31st day of March, 1959

WHEREAS, by virtue of a power of sale contained in a mortgage from Clinton C. Wheeler and Alice M. Wheeler, his wife bearing date on or about September 28, 1956, the said James W. Blackhurst is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said James W. Blackhurst 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 James W. Blackhurst does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Nan Edith Hatch
Nan Edith Hatch

Kathleen L. Woelfel
Kathleen L. Woelfel, as to both

James W. Blackhurst (SEAL)
James W. Blackhurst, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact
SURETY

Bond Approved this 31st day of March 1959.
George T. Cromwell, Clerk

1959 MAR 31 AM 10:43

LIBER 117 PAGE 337

IN THE MATTER OF THE	:	IN THE
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
CLINTON C. WHEELER and	:	FOR
ALICE M. WHEELER, his wife	:	ANNE ARUNDEL COUNTY EQUITY NO. 13,099
	:	

: : : : : : : : :

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of James W. Blackhurst, Assignee named in mortgage dated September 28, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1065, Folio 582, from Clinton C. Wheeler and Alice M. Wheeler, his wife, to County Trust Company of Maryland, which mortgage is filed in said cause pending, respectfully shows:

1. That after giving Bond, with security for this faithful discharge of his duties, 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 twenty days preceding the day of sale, said Assignee named in Mortgage, did pursuant to said notice, on Wednesday, April 1st, 1959, at 11:00 A.M. attend on the premises, and then and there sold the tract of land first described in the Mortgage filed in the above-entitled cause, the bid for same being sufficient to satisfy the entire mortgage indebtedness and the attendant expenses, under the power therein conferred on him, which firstly described tract of land set forth in the attached advertisement of sale unto John A. Schillinger and Ruth C. Schillinger, the highest bidder therefor at and for the sum of Twenty-one Thousand Dollars ($21,000.00) cash upon ratification of sale.

James W. Blackhurst
James W. Blackhurst
Assignee named in Mortgage

FILED
1959 APR -3 AM 9:15

10

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

I HEREBY CERTIFY, That on this 2nd day of April, 1959, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared James W. Blackhurst, Assignee named in Mortgage, filed in above-entitled cause, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

GRAFTON LEE BROWN, JR. NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Notary Public

BLACKHURST and BROWN
Solicitors
One Central Avenue, S.W.
Glen Burnie, Maryland

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY LOCATED

ON NEWCUT ROAD, SOUTH OF GLEN BURNIE, ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority contained in a mortgage from Clinton C. Wheeler and Alice M. Wheeler, his wife, to County Trust Company of Maryland, a body corporate, dated September 28, 1956 and recorded among the Land Records of Anne Arundel County in Liber 1065, page 582, etc., (default having occurred thereunder) the undersigned, the Assignee of said mortgage will sell at public auction on the premises on

Wednesday,
April 1, 1959
At 11:00 A.M.

All those lots of ground situate and lying in Anne Arundel County and described as follows:

BEGINNING for the first and beginning for the same at a stone at the end of the first of the whole tract and running from thence and with the second line, north twenty three degrees West nineteen hundred and eighty feet to the centre of the County Road leading from Millersville to Glen Burnie; thence with the centre of said road South thirty two degrees West seven hundred and thirty nine feet; thence leaving said road and running with the Southeast side of a road ten feet wide South twenty two degrees East fifteen hundred and fifty feet to a stake; thence leaving said road and running North sixty seven degrees and thirty minutes East six hundred and thirty feet to the place of beginning. Containing twenty five acres of land more or less.

BEING the same property which was granted and conveyed to the within-named Mortgagors by Deed dated July 29, 1954, by William W. Wheeler, widower, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 851, Folio 310.

BEGINNING for the second and beginning for the outlines thereof at a stone planted at the end of the first outline of the whole tract Fourth District Designated as Lot No. 6 on the plat and survey filed in case Myers vs. Myers, No. 1591 Equity, Circuit Court for Anne Arundel County and is the north corner of William Wade's land then running with and bounding on said Wm. Wade's land South 58¼ degrees East 111½ perches then North 30¼ degrees East 8 perches then South 58¼ degrees East 15 perches to a stone planted on the west side of the County Road leading from Glen Burnie to Millersville, then with said public road North 30¼ degrees East 23 63/100 perches to a lot conveyed to Elizabeth Wheeler by the late Henry M. Myers by deed recorded in Liber S.H. No. 34, folio 488, then running with said Elizabeth Wheeler's land and bounding thereon and with the middle or center line of a road out for public use, North 58¼ degrees West 126½ perches to a stone forming the west corner of the Wheeler lot then leaving the outlines of said lot 6 and running south 30¼ degrees West 31 63/100 perches to place of beginning. Containing 24 acres of land, more or less.

SAVING and exception hereof so much which was conveyed by William W. Wheeler, widower, to the County Commissioners of Anne Arundel County by deed dated May 24, 1955, and recorded among the Land Records aforesaid in Liber J.H.H. No. 931 folio 296; and saving and excepting therof so much as was conveyed by Clinton Wheeler, Executor of the last will and Testament of William W. Wheeler, to Wililam W. Wheeler by deed dated November 18, 1955, and recorded among the Land Records aforesaid in Liber G.T.C. No. 987, folio 405. containing .224 of an acre. ... ...

..BEING the same property which was granted and conveyed to the within-named Mortgagors by Deed dated February 24, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1011, Folio 593.

The improvements on the first tract described consist of a five-room bungalow and tobacco barn. The improvements located on the tract secondly described consist of a six-room home with bath, one tobacco barn, one barn, and a stable.

MANNER OF SALE: The tract of land firstly described will be offered first. In the event the bids on this property are insufficient to cover the amount of the mortgage debt and the attendant expenses, then both tracts of land above-described will be offered as an entirety.

TERMS OF SALE: A cash deposit of $2,000.000 will be required of the purchasers at time and place of sale, balance of purchase money in cash upon the final ratification of sale by the Circuit Court for Anne Arundel County. Interest at the rate of six per cent (6%) to be charged on unpaid money from date of sale to date of settlement. Taxes and all other expenses and assessments, including special paving tax and Sanitary Commission charges, if any, to be adjusted the day of sale.

JAMES W. BLACKHURST,
Assignee
ROBERT H. CAMPBELL,
Auctioneer.

M-12

ORDER NISI

LIBER 117 PAGE 340

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CLINTON C. WHEELER and ~~XXXXXX~~ ALICE M. WHEELER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,099 Equity

Ordered, this 3rd day of April, 1959, That the sale of the Property in these proceedings mentioned made and reported by James W. Blackhurst, Assignee

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

The report states that the amount of sale was $21,000.00

FILED 1959 APR 3 AM 9:15

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CLINTON C. WHEELER and ~~XXXXXX~~ ALICE M. WHEELER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 12th day of May, 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED
1959 MAY 12 PM 2:49

ROBERT H. CAMPBELL - - LIBER 117 PAGE 341 - - - - - Auctioneer

BLACKHURST and BROWN, Solicitors
One Central Avenue, S. W.
Glen Burnie, Maryland

No. 13,099 Equity

ASSIGNEE'S SALE

OF VALUABLE

Fee Simple Property

LOCATED ON NEW CUT ROAD, SOUTH OF GLEN BURNIE, ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority contained in a mortgage from Clinton C. Wheeler and Alice M. Wheeler, his wife, to County Trust Company of Maryland, a body corporate, dated September 28, 1956 and recorded among the Land Records of Anne Arundel County in Liber 1065, page 582, etc., (default having occurred thereunder) the undersigned, the Assignee of said mortgage will sell at public auction on the premises on

Wednesday, April 1, 1959

AT 11:00 A.M.

All those lots of ground situate and lying in Anne Arundel County, and described as follows:

BEGINNING for the first and beginning for the same at a stone at the end of the first of the whole tract and running from thence and with the second line, north twenty-three degrees West nineteen hundred and eighty feet to the centre of the County Road leading from Millersville to Glen Burnie; thence with the centre of said road South thirty-two degrees West seven-hundred and thirty-nine feet; thence leaving said road and running with the Southeast side of a road ten feet wide South twenty-two degrees East fifteen hundred and fifty feet to a stake; thence leaving said road and running North sixty-seven degrees and thirty minutes East six hundred and thirty feet to the place of beginning. Containing twenty-five acres of land more or less.

BEING the same property which was granted and conveyed to the within-named Mortgagors by Deed dated July 29, 1954, by William W. Wheeler, widower, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 851, Folio 310.

LIBER 117 PAGE 342

BEGINNING for the second and beginning for the outlines thereof at a stone planted at the end of the first outline of the whole tract Fourth District Designated as Lot No. 6 on the plat and survey filed in case Myers vs. Myers, No. 1591 Equity, Circuit Court for Anne Arundel County and is the north corner of William Wade's land then running with and bounding on said Wm. Wade's land South 58¼ degrees East 111½ perches then North 30¼ degrees East 8 perches then South 58¼ degrees East 15 perches to a stone planted on the west side of the County Road leading from Glen Burnie to Millersville, then with said public road North 30¼ degrees East 23 63|100 perches to a lot conveyed to Elizabeth Wheeler by the late Henry M. Myers by deed recorded in Liber S.H. No. 34, folio 488, then running with said Elizabeth Wheeler's land and bounding thereon and with the middle or center line of a road out for public use, North 58¼ degrees West 126½ perches to a stone forming the west corner of the Wheeler lot then leaving the outlines of said lot 6 and running south 30¼ degrees West 31 63|100 perches to place of beginning. Containing 24 acres of land, more or less.

SAVING and exception hereof so much which was conveyed by William W. Wheeler, widower, to the County Commissioners of Anne Arundel County by deed dated May 24, 1955, and recorded among the Land Records aforesaid in Liber J.H.H. No. 931 folio 296; and saving and excepting thereof so much as was conveyed by Clinton Wheeler, Executor of the Last Will and Testament of William W. Wheeler to William W. Wheeler by deed dated November 18, 1955, and recorded among the Land Records aforesaid in Liber G.T.C. No. 987, folio 405, containing .224 of an acre.

BEING the same property which was granted and conveyed to the within-named Mortgagors by Deed dated February 24, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1011, Folio 593.

The improvements on the first tract described consist of a five-room bungalow and tobacco barn. The improvements located on the tract secondly described consist of a six-room home with bath, one tobacco barn, one barn, and a stable.

MANNER OF SALE: The tract of land firstly described will be offered first. In the event the bids on this property are insufficient to cover the amount of the mortgage debt and the attendant expenses, then both tracts of land above-described will be offered as an entirety.

TERMS OF SALE: A cash deposit of $2,000.00 will be required of the purchasers at time and place of sale, balance of purchase money in cash upon the final ratification of sale by the Circuit Court for Anne Arundel County. Interest at the rate of six per cent (6%) to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other expenses and assessments, including special paving tax and Sanitary Commission charges, if any, to be adjusted to the day of sale.

FILED

JAMES W. BLACKHURST, Assignee

1959 APR -7 AM 9:29

— PRINTED BY —
CAPITAL-GAZETTE PRESS, INC., ANNAPOLIS, MD.

LIBER 117 PAGE 343

No. 13,092 Equity

I HEREBY CERTIFY that we, John A. Schillinger and Ruth C. Schillinger, did this first day of April, 1959 purchase the within described property from James W. Blackhurst, Assignee, at and for the sum of Twenty-one Thousand Dollars ($21,000.00), and I hereby agree to comply with the terms of sale as set forth on the reverse side hereto.

WITNESS:

John A. Schillinger Sr.
John A. Schillinger Sr.

I HEREBY CERTIFY that I did sell at Public Auction on Wednesday, April 1, 1959, at 11:00 A.M. the property described on the reverse side of this handbill, containing twenty-five (25) acres, more or less, in the Fourth Election District of Anne Arundel County, Maryland, belonging to Clinton C. Wheeler and Alice M. Wheeler, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 851, folio 310, at and for the sum of Twenty-one Thousand Dollars ($21,000.00), the successful bidder being John A. Schillinger, Sr. and Ruth C. Schillinger, his wife, and the sale was fairly made.

Witness:

Robert H. Campbell, Auctioneer

FILED

1959 APR -7 AM 9:29

LIBER 117 PAGE 344

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,099 Equity

Order Nisi

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CLINTON C. WHEELER and ALICE M. WHEELER, his wife...

Ordered, this 3rd day of April, 1959, that the sale of the Property in these proceedings mentioned, made and reported by James W. Blackhurst, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of May next.

The report states that the amount of sale was $21,000.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

A-30

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 8, 1959

We hereby certify, that the annexed Order Nisi. Sale Eq. 13,099. James W. Blackhurst, assignee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of May, 1959. The first insertion being made the 9th day of April, 1959.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1959 MAY 11 PM 12:02

By H. Tilghman

No. M. G. 6957

15

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Clinton C. Wheeler
and
Alice M. Wheeler, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,099 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.

June 8, 1959

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Clinton C. Wheeler and Alice M. Wheeler, his wife

			in ac.	
To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	665	71	765	71
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	95	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	19	33		
Globe Indemnity Co. - bond premium	88	00		
Robert H. Campbell - auctioneer's fee	60	00		
Shives & Wimmer - plat of property	10	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	11	55		
One-half State documentary stamps	23	10		
Notary fees	1	50	323	48
To Assignee for Taxes, viz: 1959 State and County taxes on all property	280	69	280	69
To County Trust Company of Maryland, mortgagee - in full for mortgage claim filed	16,514	02		
Interest on $16,200.00 from 2/17/59 to 4/1/59 @ 5% - 42 days	94	50	16,608	52
To Clinton C. Wheeler and Alice M. Wheeler, his wife, mortgagors - this balance	3,261	01	3,261	01
			21,295	41

17

with James W. Blackhurst, Assignee Cr.

1959						
Apr.	1	Proceeds of Sale	21,000	00		
		Interest on deferred payment to 6/1/59 ($19,000.00) - 2 months	190	20	21,190	20
		Refund 1959 State and County taxes ($140.39) - 9 months	105	21	105	21
					21,295	41

31

LIBER 117 PAGE 348

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~XXXXXXXX~~ Clinton C. Wheeler and Alice M. Wheeler, his wife

1959 JUN -9 AM 10:50

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,099 Equity.

ORDERED, This 9th day of June, 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 13th 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 13th day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of July, 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~~ Grantee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 JUL 15 PM 2:41

Matthew S. Crowe

Judge

LIBER 117 PAGE 349

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. 13,099 Equity
In the Matter of the Sale of the Mortgaged Real Estate of Clinton C. Wheeler and

Alice M. Wheeler, his wife

Ordered, this 9th day of June, 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 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 13th day of July next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

Ju-25

FILED
1959 JUN 29 A 11:29
No. M.C. 9822

20

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,099
Auditor Account
Clinton C. Wheeler.

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 13th day of July, 1959. The first insertion being made the 11th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 117 PAGE 350

JOHN O. DUMLER, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	
Vs.	*	For
Aaron C. Guard and Margaret A. Guard, his wife	*	Anne Arundel County (In Equity)
	*	No. 13,117 Equity

- - - * - - -

MR. CLERK:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".

JOHN O. DUMLER

Attorney named in Mortgage

FILED

1959 MAR -6 AM 10:33

Form 812

31829

[DR.—CITY OR COUNTY]
JOHN O. DUMLER, Attorney
named in Mortgage
Vs.
Aaron C. Guard and Margaret A. Guard
his wf.

LIBER 117 PAGE 351

Mortgage

No. 13,117 Equity

LIBER 1133 PAGE 432

PLAINTIFF'S EXHIBIT "A"

THIS MORTGAGE, Made this 28th day of June, in the year Nineteen Hundred and fifty-seven, by and between Aaron C. Guard and Margaret A. Guard, his wife,

of Prince Georges County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Seventy-three Hundred Dollars ($ 7300.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Seventy-three Hundred Dollars ($ 7300.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of four per centum (4 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Fifty Dollars ($ 50.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of August, 1957, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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

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

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Third District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lot Number Fifteen (15) Block "J J J" on a Plat entitled "Plat No. 7 Cape St. Claire" which said Plat is dated October 31, 1949 and found among the Plat Records of Anne Arundel County in Plat Book 22, Page 2.

BEING the same lot 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 immediately prior hereto, was granted and conveyed by The Capital Building and Loan Association of Baltimore City unto the herein named Mortgagors.

FILED

1959 MAR -6 AM 10:33

2

LIBER 117 PAGE 352

LIBER 1133 PAGE 433

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

Provided, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

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

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

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

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS:

Aaron C. Guard (SEAL)
Aaron C. Guard

Antoinette M. Granese
Antoinette M. Granese

Margaret A. Guard (SEAL)
Margaret A. Guard

_____ (SEAL)

_____

_____ (SEAL)

5

LIBER 117 PAGE 354 LIBER 1133 PAGE 435

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 28th day of June, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Aaron C. Guard and Margaret A. Guard, his wife, known to me to be the above named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

Antoinette M. Granese
Antoinette M. Granese / Notary Public

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

My commission expires May 4, 1959

Rec'd for record July 9 1957 at 2:48 P.M.
Mailed to Kohlerman & Dumler

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 JUL -9 PM 2:48
& RECORDED IN LIBER GTC NO 1133 FOLIO 435
GEO. T. CROMWELL, CLERK

ANNE ARUNDEL COUNTY

Mortgage 31829

FROM
AARON C. GUARD
AND WIFE

TO
THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland
1406 FIDELITY BUILDING

File No. 13243-T

Property: Lot 15, Blk JJJ, Cape St. Claire

Description approved

Execution approved

LIBER 117 PAGE 355

JOHN O. DUMLER, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	
Vs.	*	For
Aaron C. Guard and Margaret A. Guard, his wife	*	Anne Arundel County (In Equity)
	*	
- - -	*	- - - No. 13,117 Equity

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the said State, in and for said City, personally appeared Charles F. Loos, Vice-President of Capital Savings and Loan Association, Inc.(formerly known as The Capital Building and Loan Association of Baltimore City), and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief,

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

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

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

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

Charles F. Loos, Vice Pres.
Charles F. Loos Affiant

SUBSCRIBED AND SWORN to before me, a Notary Public for the State of Maryland, City of Baltimore, this 27th day of February, 1959.

Antoinette M. Granese
Antoinette M. Granese, Notary Public

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

My commission expires May 4, 1959

FILED
1959 MAR -6 AM 10:33

LIBER 117 PAGE 356

JOHN O. DUMLER, Attorney named in Mortgage * IN THE CIRCUIT COURT

*

Vs. * For

*

Aaron C. Guard and Margaret A. Guard, his wife * ANNE ARUNDEL COUNTY (IN EQUITY)

- - - * - - - No. 13,117 Equity

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage dated June 28, 1957	$ 7300.00
Less amount paid thereon	20.97
	$ 7279.03
Interest to April 8, 1959	4.88
Total claim as of date of sale	$ 7283.91

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this fifth day of March, in the year one thousand nine hundred fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of Capital Savings and Loan Association, Inc. (The Capital Building and Loan Association of Baltimore City, having changed its corporate name to Capital Savings and Loan Association, Inc., by amendment to its Charter), and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY BALTIMORE, MD.

Antoinette M. Granese

Antoinette M. Granese Notary Public

My commission expires May 4, 1959

FILED

1959 MAR 6 AM 10:33

1

LIBER 9 PAGE 558 LIBER 117 PAGE 357

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 13,117 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler, 1406 Fidelity Building, Baltimore 1, Maryland

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of EIGHT THOUSAND AND 00/100 ($8,000.00) ----------

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

Sealed with our seals and dated this 25th day of March in the year of our Lord 1959

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Aaron C. Guard and Margaret C. Guard, his wife

to The Capital Building and Loan Association of Baltimore City

bearing date the 28th day of June, 1957 and recorded among the mortgage records of Anne Arundel County, Maryland in Liber G. T. C. No. 1133 Folio 432 and John O. Dumler

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Ann Ambrozak
Ann Ambrozak

John O. Dumler (SEAL)
John O. Dumler

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. Anthony *As to Surety*

By E. V. Shockley
E. V. Shockley *Attorney-in-Fact*

MD3228a—500, 10-57 147555
Mortgagee's or Attorney's Bond

Bond approved this 28th day of March 1959
George T. Cromwell, Clerk

FILED
1959 MAR 28 AM 10:12

KOHLERMAN & DUMLER
Solicitors
1406 Fidelity Buildin
Baltimore 1, Maryla.

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

CAPE ST. CLAIRE, THIRD DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a Mortgage from Aaron C. Guard and Margaret A. Guard, his wife, The Capital Building and Loan Association of Baltimore City, (now known as, "Capital Savings and Loan Association, Inc." by amendment to its Charter), dated June 28, 1957, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1133, folio 432. (Default having occurred thereunder), the undersigned, the Attorney named in said Mortgage will sell at public auction on the premises on

Wednesday, the 8th day of April, 1959 at 2 P. M.

all that lot of ground situate and lying in the Third District of Anne Arundel County, State of Maryland, and described as follows:

Being known and designated as Lot 15, Block "JJJ" on a plat entitled "Plat No. 7, Cape St. Claire", which said plat is dated October 31, 1949, and found among the plat records of Anne Arundel County in Plat Book 22, page 2. Said lot having a frontage of 60' on Westway and a depth of 150' as shown on said plat.

The above lot is in fee simple and is improved by a frame dwelling. The above lot is subject to restrictions of record affecting properties in the development known as Cape St. Claire.

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 to bear interest from day of sale to day of settlement, at six per cent per annum. Taxes and all other public charges to be adjusted to day of sale.

JOHN O. DUMLER
Attorney named in Mortgage.
ALEX COOPER, Auctioneer.

A-2

FILED
6 PM 3:32

OFF OF LIBER 117 PAGE 358

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1959

We hereby certify, that the annexed

Mortgage Sale

Aaron C. Guard

13,117 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of April, 1959. The first insertion being made the 12th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

John O. Dumler, Attorney named in Mortgage

LIBER 117 PAGE 359

~~Capital Savings and Loan Association of Baltimore City~~

Vs.

Aaron C. Guard and
Margaret Guard, His wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

13,117 Equity

KOHLERMAN & DUMLER
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

CAPE ST. CLAIRE, THIRD DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a Mortgage from Aaron C. Guard and Margaret A. Guard, his wife, The Capital Building and Loan Association of Baltimore City, (now known as, "Capital Savings and Loan Association, Inc." by amendment to its Charter), dated June 28, 1957, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1133, folio 432, (Default having occurred thereunder), the undersigned, the Attorney named in said Mortgage will sell at public auction on the premises on

Wednesday, the 8th day of April, 1959 at 2 P. M.

all that lot of ground situate and lying in the Third District of Anne Arundel County, State of Maryland, and described as follows:

Being known and designated as Lot 15, Block "JJJ" on a plat entitled "Plat No. 7, Cape St. Claire", which said plat is dated October 31, 1949, and found among the plat records of Anne Arundel County in Plat Book 22, page 2. Said lot having a frontage of 60' on Westway and a depth of 150' as shown on said plat.

The above lot is in fee simple and is improved by a frame dwelling. The above lot is subject to restrictions of record affecting properties in the development known as Cape St. Claire.

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 to bear interest from day of sale to day of settlement, at six per cent per annum. Taxes and all other public charges to be adjusted to day of sale.

JOHN O. DUMLER
Attorney named in Mortgage.
ALEX COOPER, Auctioneer.

A-2.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 8th day of April, 1959, sold the property described in the attached advertisment of sale at and for the sum of $6,000.00 to Caoital Savings and Loan Association, Inc. they being at that figure the highest bidders therefor, and I further certify that the said sale was fairly made.

Joseph A. Cooper
Alex Cooper Auctioneer
by - Joseph A. Cooper

PURCHASER'S AGREEMENT

I hereby certify that I have this 8th day of April, 1959 purchased the property described in the attached advertisment of sale from John O. Dumler, Attorney named in the mortgage, at and for the sum of $ 6,000.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisment of sale.

Purchaser

CAPITAL SAVINGS AND LOAN ASSOCIATION INC.
BY: Charles F. Loos, V. Pres.
Charles F. Loos Purchaser
Vice-President

TEST:

Ann H. Ambrozak
Ann H. Ambrozak

FILED

1959 APR 11 AM 9:48

10

LIBER 117 PAGE 360

JOHN O. DUMLER, Attorney named in Mortgage

Vs.

Aaron C. Guard and Margaret Guard, his wife

In The Circuit Court

For

Anne Arundel County

13,117 Equity

* - - * - - *

REPORT OF SALE

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

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the 8th day of April, 1959, at 2:00 P.M. sell on the premises, the aforesaid fee simple property unto Capital Savings and Loan Association, Inc., at and for the sum of Six Thousand Dollars ($6,000.00) cash, the said Capital Savings and Loan Association, Inc. having offered the greatest price therefor.

John O. Dumler

John O. Dumler, Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this ninth day of April, 1959, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Antoinette M. Granese

Antoinette M. Granese Notary Public

My commission expires May 4, 1959

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

FILED

1959 APR 11 AM 9.48

ORDER NISI

LIBER 117 PAGE 361

John O. Dumler, Attorney Named in Mortgage

versus

Aaron C. Guard and Margaret Guard, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,117 Equity

Ordered, this 11 day of April, 1959, That the sale of the Property in these proceedings mentioned made and reported by John O. Dumler, Attorney Named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of May next.

The report states that the amount of sale was $6,000.00

True Copy,

George T. Cromwell Clerk.

FILED
1959 APR 11 AM 9:48

TEST: Clerk.

(Final Order)

John O. Dumler, Attorney Named in Mortgage

versus

Aaron C. Guard and Margaret Guard, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of May, 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. Grason
JUDGE.

FILED

1959 MAY 19 PM 2:04

LIBER 117 PAGE 362

OFFICI)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. 13,117 Equity

JOHN O. DUMLER, Attorney Named in Mortgage
versus
AARON C. GUARD and MARGARET GUARD, his wife

Ordered, this 11th day of April, 1959, that the sale of the Property in these proceedings mentioned made and reported by John O. Dumler, Attorney Named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of May next.

The report states that the amount of sale was $6,000.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

M-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 1, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 13,117 Aaron C. Guard

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 May, 1959. The first insertion being made the 16th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 MAY 11 PM 12:09

By D. Tilghman

No. M.G. 7193

3

LIBER 117 PAGE 363

In the Case of

John O. Dumler,
Attorney named in Mortgage
vs.
Aaron C. Guard
and
Margaret A. Guard, his wife

In the

Circuit Court

For

Anne Arundel County

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Laura R. Fechling
Auditor.

May 27, 1959

FILED

1959 JUN -2 AM 10:22

Dr. John O. Dumler, Attorney named in Mortgage vs. Aaron C. Guard in ac.
and Margaret A. Guard, his wife

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	211	10	286	10
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		
The Sun - advertising sale	42	90		
Fidelity & Deposit Co. of Md. - bond premium	32	00		
Alex Cooper - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	3	30		
Antoinette M. Granese - notary fees	1	50	167	00
To Attorney for Taxes, viz: 1959 State and County taxes ($89.23) - 3 months 8 days	24	30	24	30
To Capital Savings and Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	5,503	35	5,503	35
			6,036	75
Amount of mortgage claim filed	7,283	91		
Cr. Amount allowed above	5,503	35		
Balance subject to decree in personam	1,780	56		

with John O. Dumler, Attorney named in Mortgage Cr.

1959					
Apr.	8	Proceeds of Sale	6,000 00		
		Interest on deferred payment of			
		$5,250.00 - 1 month 12 days	36 75		6,036 75
					6,036 75

LIBER 117 PAGE 365

ORDER NISI

John O. Dumler,

Attorney named in Mortgage

VERSUS

Aaron C. Guard

and

Margaret A. Guard, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,117 Equity.

ORDERED, This 2nd day of ~~May~~ June, 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 13th day of ~~May~~ 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 13th day of ~~June~~ July next.

1959 JUN -2 AM 10:22

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of July, 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 JUL 15 PM 2:41

Matthew P. Evans

Judge

LIBER 117 PAGE 367

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,117 Equity
JOHN O. DUMLER,
Attorney named in Mortgage
Versus
AARON C. GUARD and MARGARET A. GUARD, his wife

Ordered, this 2nd day of June, 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 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 13th day of July next.

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

Annapolis, Md., June 27, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,117
Auditor Account
Aaron C. Guard

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 13th day of July, 1959. The first insertion being made the 11th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 90 1/2 1959 JUN 29 AM 11:29

14

LIBER 117 PAGE 368

NOAH A. HILLMAN,
Administrator of the Estate of
Charlotte Y. Ruddock,
Maryland Hotel Building,
Annapolis, Maryland,

COMPLAINANT

VS.

THE J.F. JOHNSON LUMBER COMPANY,
A body corporate,
1900 West Street Extended,
Annapolis, Maryland,

ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOCIATION,
a body corporate,
Main & Francis Streets,
Annapolis, Maryland,

EDWIN N. RUDDOCK,
646 Kelker Street,
Harrisburg, Pennsylvania,

CHARLOTTE D. BRASHEARS,
639 G Street, N.E.,
Washington, D. C.,

LANCELOT C. RUDDOCK,
501 Eye Street, N.E.
Washington, D. C.

KATHERINE JANE RUDDOCK,
Cleveland, Ohio,

MARTHA PEARL RUDDOCK,
2705 Torbett Street,
Nashville, Tennessee,

ERNEST RUDDOCK,
son of Jack Ruddock
address unknown,

CHARLES RUDDOCK,
son of Charles Ruddock, Sr.,
address unknown

AUBREY RUDDOCK,
address unknown

JULIA RUDDOCK,
address unknown

and all of the unknown heirs, devisees, executors, administrators, and personal representatives of CHARLOTTE Y. RUDDOCK, JACK RUDDOCK, CHARLES RUDDOCK, AUBREY RUDDOCK and JULIA RUDDOCK, whether residents or non-residents of the State of Maryland,

Respondents

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 13,779 EQUITY

FILED

1958 JUL 21 AM 9:44

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

1

BILL OF COMPLAINT FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator respectfully shows:

1. That Charlotte Y. Ruddock, single, departed this life, intestate, on the 31st day of July, 1956, a resident of Anne Arundel County, Maryland.

2. That Your Orator was appointed Administrator of the Estate of Charlotte Y. Ruddock on the 7th day of August, 1956; that he has given Notice to Creditors, filed Inventory, and filed a First Administration Account from which it will be seen that there are not sufficient funds with which to pay the creditors, the Court costs, the collateral inheritance tax, and other costs of administration. A certified copy of said Account is filed herewith as " Complainant's Exhibit A " and is prayed to be taken as part hereof.

3. That the said Charlotte Y. Ruddock died seized and possessed of a tract of land, among others, with improvements, known as 112 South Villa Avenue, in the City of Annapolis, Maryland which property was conveyed to Charlotte Y. Ruddock by deed dated June 10, 1939, by Walter H. Myers and wife, said deed is recorded among the Land Records of Anne Arundel County in Liber JHH No. 198, folio 356, one of the Land Records of Anne Arundel County. A certified copy of the deed is filed herewith as " Complainant's Exhibit B " and is prayed to be taken as part hereof.

4. That among the creditors of the Estate of Charlotte Y. Ruddock is the Annapolis Federal Savings and Loan Association, a body corporate, the holder of a mortgage against the herein described property. Said mortgage is dated the 6th day of April 1956,

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

1A

and is recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1015, folio 91. The balance due thereon is approximately Two Thousand Eight Hundred One Dollars and Seventy-Five Cents ($ 2,801.75). A certified copy of said mortgage is filed herewith as " Complainant's Exhibit C " and is prayed to be taken as part hereof.

5. That on July 24, 1956, the J. F. Johnson Lumber Company, a body corporate, duly filed its Mechanics' Lien against the hereinbefore described property in the amount of One Thousand Forty-Six Dollars and Thirty-Two Cents ($ 1,046.32) with interest thereon, and although the same is a valid and subsistent lien on said property, the same has not been paid. A certified copy of said Mechanics' Lien is filed herewith as " Complainant's Exhibit D " and is prayed to be taken as part hereof.

6. That the said Charlotte Y. Ruddock left surviving her as her only heirs at law, the following:

(a) Edwin N. Ruddock, Charlotte D. Brashears, and Lancelot C. Ruddock, children of Edwin John Ruddock, a brother, who died on or about July 29, 1921.

(b) Katherine Jane Ruddock and Martha Pearl Ruddock, daughters of Cecil Benjamin Ruddock, a brother, who died on or about December 19, 1935 at Nashville, Tennessee.

(c) Ernest Ruddock, a son of Jack Ruddock, a brother, who predeceased the said Charlotte Y. Ruddock.

(d) Charles Ruddock, a son of Charles Ruddock, a brother, who predeceased the said Charlotte Y. Ruddock.

(e) Aubrey Ruddock, a brother, and the unknown heirs, if any, of the said Aubrey Ruddock, it not being known whether he be living or dead or whether he left any descendents.

(f) Julia Ruddock, a sister, and the unknown heirs, if any, of the said Julia Ruddock, it not being known whether she

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

be living or dead or whether she left any descendents.

(g) The unknown heirs, devisees, executors, administrators, and personal representatives of each of the said Charlotte Y. Ruddock, Jack Ruddock, Charles Ruddock, Aubrey Ruddock, and Julia Ruddock.

7. That it is unknown whether the said Charlotte Y. Ruddock, Jack Ruddock, Charles Ruddock, Aubrey Ruddock, and Julia Ruddock left any heirs other than those mentioned above, and, if any others, who they are or whether they died testate or intestate or whether Letters of Administration were granted on their estates elsewhere, none having been granted in this County, and their heirs are therefore proceeded against as the unknown heirs, devisees, executors, administrators and personal representatives of said heirs.

8. That all of said heirs, so far as known, are non-residents of the State of Maryland.

TO THE END THEREFORE, YOUR ORATOR PRAYS:

1. That a Trustee or Trustees be appointed by this Court to sell the real estate aforesaid and to distribute the proceeds thereof under the jurisdiction of this Court.

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

May it please Your Honors to grant unto Your Orator the Writ of Subpoena against the said J. F. Johnson Lumber Company, a body corporate, 1900 West Street Extended, Annapolis, Maryland; and the Annapolis Federal Savings and Loan Association, a body corporate, Main and Francis Streets, Annapolis, Maryland, commanding them to appear in this Court at some certain day to be named therein to answer the premises and abide and perform such decrees as may be

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

passed therein, and also the Order of Publication giving notice to the said Edwin N. Ruddock, Charlotte D. Breahears, Lancelot C. Ruddock, Katherine Jane Ruddock, Martha Pearl Ruddock, Ernest Ruddock, Charles Ruddock, Aubrey Ruddock, and Julia Ruddock, and all of the unknown heirs, devisees, executors, administrators, and personal representatives of each of the said Charlotte Y. Ruddock, Jack Ruddock, Charles Ruddock, Aubrey Ruddock and Julia Ruddock, non-residents of this State, of the object and substance of this Bill, authorizing and directing them to appear in this Court in person or by Solicitor, on or before a certain day to be named therein to show cause, if any they have, why a decree ought not be passed as prayed.

AND, as in duty bound, etc.

Morris Turk

Morris Turk
Maryland Hotel Building
Annapolis, Maryland
COLONIAL 3-4341
Solicitor for Complainant

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 117 PAGE 373

IN THE MATTER OF THE	*	IN THE ORPHANS COURT FOR
ESTATE OF	*	ANNE ARUNDEL COUNTY
CHARLOTTE Y. RUDDOCK	*	NO. 9296 ADMINISTRATIONS

* * * * *

FIRST ADMINISTRATION ACCOUNT OF
NOAH A. HILLMAN, ADMINISTRATOR

* * * * *

Your Accountant charges himself with the following assets as of date of qualification as Administrator:

1.	Cash from rents ($ 27.50 plus $ 47.50)	$	75.00
2.	Check for Lynchburg, Virginia property - Rent		29.50
3.	Checks from Teachers Retirement		283.75
4.	County Trust Company of Annapolis - Savings Account # 8 7 9		836.11
5.	County Trust Company of Annapolis - Savings Account # 12,914		62.43
6.	Farmers National Bank of Annapolis - Savings Account # 3 5 5 9		17.39
7.	Farmers National Bank of Annapolis - Checking Account balance		223.91
Total Cash		$	1,528.09
8.	Personal inventory, furniture & 1940 Chevrolet automobile		350.00
TOTAL PERSONAL ESTATE		$	1,878.09

Your Accountant craves the following allowances:

1.	Enterprise Federal Savings & Loan Association of Annapolis, Mortgage balance on South Villa Avenue Apartment house		$	5,744.02
2.	The J. F. Johnson Lumber Company	Debt		1,046.32
3.	Noah A. Hillman	Debt		200.00
4.	Annapolis Utilities	Fuel Oil		31.61
5.	Annapolis Water Company ($19.53 & $8.85)	Water		28.38
6.	Economy Auto Supply	Debt		1.72
7.	J. J. Skislak, for grading lot	Debt		12.50
8.	City of Annapolis (from 6/30/56)	Taxes		105.56
9.	Dr. Willard F. Jones - last illness	Debt		55.00
10.	Gas & Electric Company	Debt		7.53
11.	Leroy E. Meyett, for plumbing	Debt		400.00
12.	Montgomery County, Maryland	Taxes		66.84
13.	Dr. Edward Rickman, last illness	Debt		35.00
14.	Annapolis Block Company	Debt (in question)		179.94
15.	Talbott Concrete Company	Debt (in question)		51.98
16.	John Adams	Debt (in question)		35.00
17.	Jewell Electrical Co. - balance owing	Debt		37.75
18.	Hicks Funeral Home	Funeral		718.60
			$	8,757.75

Exhibit No. 1
Hillman v. Ruddock Eq. 12779
John S. Rowe Jr. Exam
Filed
1958 July 21

EXHIBIT "A"

Re-Filed
1959 JAN 5

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Estate Overpaid - This Amount $ 6,879.66

In Addition to the above overpayment, the following should also be considered:

A. Costs of Administration of Estate

B. Collateral Inheritance Tax

In connection with collateral inheritance tax (7½%), while the personal estate is overpaid, that is, insufficient to pay the debts, there is real estate belonging to your Accountant's decedent, appraised per Inventory as follows:

1.	Apartment building at 49 Lafayette Avenue - Annapolis	$ 8,500.00
2.	Dwelling and 3.7 acres on Bay Ridge Road - Annapolis	4,500.00
3.	Apartment building at South Villa Avenue - Annapolis	16,600.00
4.	Six acres of unimproved land, Montgomery County, Md.	5,000.00
		$ 34,600.00
5.	Dwelling at Lynchburg, Virginia NOT YET APPRAISED	3,000.00 (approx)

Your Accountant files the foregoing as this First Administration Account.

Noah A. Hillman
Administrator

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 1st day of June, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NOAH A. HILLMAN, Administrator of Charlotte Y. Ruddock, deceased, and made oath in due form of law that the foregoing Account is just and true as therein stated; and that he has paid or secured the payment of every sum or sums for which he craves allowance, which, after examination, is passed by Order of the Orphans Court for Anne Arundel County.

As witness my hand and Notarial Seal.

(Notarial Seal)

Naomi K. Cox
Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 117 PAGE 375

STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the First Administration Account

Estate of

Charlotte Y. Ruddock *late of said County deceased* _____ *taken from* the original, filed, recorded and _____

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 3rd *day of* July *in the year of our Lord, nineteen hundred and fifty* eight

H. Stanley Clark

Register of Wills for Anne Arundel County

(INT. REV. STAMP $1.00) MD. STATE STAMP 70¢)

LIBER 117 PAGE 370

THIS DEED, Made this 10 day of June, 1939, by and between Walter H. Myers and Eliza T. Myers, his wife, of Anne Arundel County in the State Maryland , of the first part, and Charlotte Y. Ruddock, Single, of the County and State aforesaid, of the second part.

WITNESSITH,that for and in consideration of the sum of $ 5.00, and other valuable considerations, the said Walter H. Myers and Eliza T. Myers, his wife, do grant and convey unto the said Charlotte Y. Ruddock, her heirs and assigns, in fee simple, all those two lots of ground situate , lying and being in the Second Election District of Anne Arundel County and described as follow, that is to say:

FIRST: All thatlot of ground located on the west side of a twenty foot road way, fronting thereon twenty feet and having a depth therefrom of one hundred and forty-one feet and six inches, more of less, which is designated as lot No. 2.on the plat of the property of John and Priscilla Hawkins, filed in No. 1561 Equity, a case titled " In the Matter of the Sale of tne Morgaged Real Estate of John and Priscilla Hawkins," and whimh Plat may be seen in Equity record G. W. No. 35, folio 130, made by Louis Green, Surveyor, in July, 1892; said lot being located in what is know as Sage Bottom, and running back to the property formerly owned by the late R. McKendree Davis, as shown on said plat.

BEING the first lot of ground which is mentioned in a deed dated December 18, 1929, and which was conveyed to the Grantors herein by Louis B. Myers, etal, recorded among the Land Records of the County aforesaid in Liber F.S.R. 70, folio 40.

SECOND: All that lot of ground adjoining thelot hereby firstly described on the south, fronting on said twenty foot road way twenty feet and having a depth therefrom of one hundred and forty-one feet and six inches, more or less, and running back to the property formerly owned by the late R. McKendree Davis.

BEING the second lot of ground which is mentioned in the deed aforesaid from Louis B. Myers, et al, to the Grantors herein.

TOGETHER WITH the double dwelling house, single dwelling house, and other 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.

8 Filed Eq 12779 July 21 1958

EXHIBIT "B"

Re-Filed Jan 5- 1959

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 Charlotte Y. Ruddock, herheirs and assigns, in fee simple.

LIBER 117 PAGE 377

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 they will execute such further assurances of the same as may be requisite.

WITNESS the hand and Seals of the said Grantors.

TEST: WALTER H. MYERS (SEAL)

REBECCA CLATANOFF ELIZA T. MYERS (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that on this 10th day of June, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Walter H. Myers and Eliza T. Myers, his wife, the above named Grantors, and they each acknowledged the aforesaid deed to be his act.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) REBECCA CLATANOFF

NOTARY PUBLIC

Recorded-June-12-1939-9-A.-M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.,

I HEREBY CERTIFY, that the aforegoing Deed is truly ta ken and copied from Liber J.H.H. No. 198, folio 356, 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 day 24 of May, A. D. 1954.

John N Hopkins 3rd., Clerk

9

LIBER 117 PAGE 378

LIBER 1015 PAGE 91

Form No. 1—County Fee

This Mortgage, made this 6th day of April ,

in the year one thousand nine hundred and Fifty-six , between

CHARLOTTE Y. RUDDOCK, Single of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to CHARLOTTE Y. RUDDOCK, Single

the sum of Six Thousand and 00/100 ($6,000.00)----------dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 5 % per annum, in the manner following:

By the payment of One Hundred Thirteen & 23/100 ($113.23)----------

dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said CHARLOTTE Y. RUDDOCK, Single

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lot s , piece s , or parcel s of ground situate, lying and being in the Sixth election district of Anne Arundel County, State of Maryland and described as follows:

FIRST: ALL that lot of ground situate on the Southeast side of Second Street, Annapolis Maryland, and described as follows:

BEGINNING FOR THE SAME at a point on the Southeast side of Second Street, distant 40 feet in a Northeasterly direction from the South line of the lands of the late James S. Franklin, said point being the division line between Lots Nos. 23 and 24, as designated on the Plat of the Franklin property and running thence Northeasterly and with the line of Second Street 30 feet te a point in the division line between the lot hereby conveyed and the lot formerly sold by J. Wirt Randall to Charles Belknap and running thence Southeasterly and with said division line 100 feet, more or less, to intersect the rear line of Lot No. 24, as shown on said Plat thence with said rear line, Southwesterly 30 feet, more or less, to the division line between the said Lots Nos. 23 and 24, thence with said division line being the Northeastern boundary of Wilson's lot Northeasterly 100 feet, more or less to the line of Second Street and the point of beginning as shown upon a Plat filed in a cause wherein Anne Franklin, et al, were complainants and Thomas

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EXHIBIT "C" Filed JULY 21 1958 Re Filed 1957 JAN 5

Franklin, et al, were defendants, No. 1189 Equity in the Circuit Court for Anne Arundel County.

BEING the same property which was conveyed to the within named Mortgagor, Charlotte Y. Ruddock, by Deed from Richard Tongue (otherwise called Kirby) and Ella S. Tongue (otherwise called Kirby), his wife, dated May 28, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 72, folio 457.

SECOND: ALL those two lots of ground situate in the Sixth Election District of Anne Arundel County and described as follows:

FIRST: ALL that lot of ground located on the west side of a 20 foot Roadway, fronting thereon 20' and having a depth therefrom of 141' 6", more or less, which is designated as Lot No. 2 on the Plat of the property of John & Priscilla Hawkins, filed in No. 1561, Equity, a case titled "In the matter of the sale of the Mortgaged Real Estate of John & Priscilla Hawkins" and which Plat may be seen in Equity Records GW No. 35, folio 130, made by Louis Green, Surveyor, in July 1892, said lot being located in what is known as Sage Bottom and running back to the property formerly owned by the late R. McKendrie Davis, as shown on said Plat.

SECOND: ALL that lot of ground adjoining the lot hereby firstly described on the South, fronting on said 20 foot roadway 20 feet and having a depth therefrom of 141 feet 6 inches, more or less and running back to the property formerly owned by the late R. McKendrie Davis.

BEING the same property which was conveyed to the within named Mortgagor, Charlotte Y. Ruddock, by Deed from Walter H. Myers and Eliza T. Myers, his wife, dated June 10, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.M.P. No. 198, folio 357.

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 30 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that 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.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

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) CHARLOTTE Y. RUDDOCK, Single for herself and her heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 5 ...% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, 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 upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

AND the said Mortgagor , for herself and her heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales 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, costs and commissions the said Mortgagor for herself and her heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its Attorney 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 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 and commissions.

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Betty E. Parks
Betty E. Parks

Exhibit No 3
Hillman v. Ruddock, Eq 12779
John S. Rowe L. Exam

Charlotte Y. Ruddock (SEAL)
Charlotte Y. Ruddock (SEAL)
(SEAL)
(SEAL)

Filed July 1, 1958
Pr. [illegible]
Jan 1958

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LIBER 117 PAGE 381

State of Maryland, Anne Arundel County, to wit: LIBER 1015 PAGE 94

I HEREBY CERTIFY, that on this 6th day of April,

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 Anne Arundel County, personally appeared

CHARLOTTE Y. RUDDOCK, Single, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., 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.

Betty E. Parks

Betty E. Parks - Notary Public.

My commission expires on

May 6, 19 57

Rec'd for record April 6, 1956, at 2:48 P.M.

Mailed to Samuel M. Davey

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LIBER 117 PAGE 382

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Mortgage as recorded in Liber G.T.C. No. 1015, folio 91, 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 10th. day of July, 1958, A. D.,

George T. Cromwell, Clerk

George T. Cromwell, Clerk

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LIBER 117 PAGE 383

THE J. F. JOHNSON LUMBER COMPANY, a body corporate,

versus

CHARLOTTE Y. RUDDOCK, owner

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

12,779

MECHANICS' LIEN

The Plaintiff, The J. F. Johnson Lumber Company, a body corporate, in the above entitled cause claims the sum of One thousand forty-six dollars and thirty-two cents ($1,046.32), with interest thereon from the defendant, the said Charlotte Y. Ruddock, to be due against all that building hereafter described and against the ground adjacent thereto and belonging in like manner to the owner of such building, as may be necessary for the ordinary and useful purposes of said building, the whole of which is situate and lying in the Sixth Election District of Anne Arundel County, Maryland, and particularly described as follows:

All that two-story brick apartment house with asphalt shingle roof, said building being approximately twenty-five (25) feet by fifty-four (54) feet, two (2) inches, with galvanized spouting and gutters, gable ends shingled with white asbestos siding shingles, fronting on South Villa Avenue; as well as against the land on which said building is located, and so much other ground immediately adjoining thereto and used in connection therewith and belonging in like manner to the defendant as may be necessary for the ordinary and useful purposes of said building, which two (2) lots of ground are more particularly described and set forth in a deed from Walter H. Myers and Eliza T. Myers, his wife, to Charlotte Ruddock, dated June 10, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 198, folio 356, said two (2) lots having a total frontage of forty (40) feet on South Villa

Examiner's Exhibit No. 4
Hillman v. Ruddock, Eq. 12779
John S. Rowe L. Exam

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EXHIBIT "D"

Filed 1958 July 21

Re-Filed 1959 Jan 5

Avenue, of which property the defendant herein was the owner or reputed owner at the time of the furnishing of the work and materials set forth on the attached list.

The said claim being for work done and building materials furnished by the lienor for or about the erection of said building at the instance and request of the defendant, at the particular time, and for the nature and kind and amount, and for the prices set forth in the bill of particulars hereto attached; which work has been finished and materials have been furnished within less than six months before the filing of this claim.

Wherefore the said The J. F. Johnson Lumber Company hereby requires the Clerk of the Circuit Court for Anne Arundel County, Maryland, to file and record this claim as a lien as well against the said lots of ground and buildings thereon as against the said Charlotte Y. Ruddock, as the owner or reputed owner thereof, agreeable to the Public General Laws of Maryland with respect to Mechanics' Liens.

And as in duty bound, etc.,

THE J. F. JOHNSON LUMBER CO.

By: C. Carroll Lee
Vice President

s/ Marvin I. Anderson
Marvin I. Anderson, Attorney
for Lienor

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 20th day of July, in the year Nineteen hundred fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Carroll Lee, Vice President of The J. F. Johnson Lumber Company, a body corporate, and he made oath in due form of law that the aforegoing account is just and correct and that it has received no payments thereon except as by credits shown.

As witness my hand and seal Notarial.

Violet B. Taylor
Notary Public

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July 9, 1956

Charlotte Y. Ruddock, owner LIBER 117 PAGE 385

William A. Greene, Contractor

two lots ground fronting twenty feet each on South Villa Avenue, now Sixth Election District - title reference Myers to Ruddock J.H.H. 198 Folio 356

1955 Page #1

May 3		85817		
	8	Single Seal Units	2/7½ x 4/6½ - 2/2	200.00
	4	" " "	2/4½ x 3/2½ - 2/2	88.00
	2	Twin Wd. "	2/7½ x 4/6½ - 2/2	100.00
			Sales Tax	7.76
May 3		86361		
	20 Bags	Blue Bond		24.00
	3 "	Cement		4.50
			Sales Tax	.57
May 4		86112		
	24	42" Lintil		48.00
	4	5/6 "		20.00
	4	4/0 "		9.00
			Sales Tax	1.54
May 5		86285		
	25 Bags	Blue Bond		30.00
			Sales Tax	.60
May 6		86876		
	20 Bags	Blue Bond		24.00
			Sales Tax	.48
May 8		87517		
	1	Door Frame	3/0 x 7/0	10.00
	1	" "	2/8 x 6/8	10.00
			Sales Tax	.40
Aug.16		7384		
	20 pcs.	2 x 4 - 12	VA D43)	
	50 "	2 x 4 - 12	" ")	37.36
			Sales Tax	.75
Aug 25		9057		
	20 pcs	2 x 4 - 8	VA D43	9.36
	4 "	2 x 4 - 12	" "	2.80
	1001ft	Sheathing		9.50
			Sales Tax	.44
Nov 11		25186		
	400 sq'	1 x 6		38.00
	20 pc	2 x 4 - 8	VA	9.36
	4 pc	2 x 4 - 14	"	3.70
			Sales Tax	1.03
Nov 16		26173		
	38 pcs	2 x 8 - 10	VA Sized	50.70
	38 "	2 x 8 - 16	" "	81.10
	10001ft	1 x 6	VA	95.00
	2 pcs	2 x 12- 14	Fir	7.84
	1 keg	8d	Wire	11.75
			Sales Tax	4.93
Nov 18		26292		
	3 pcs	2 x 8 - 14	Rgh VA	5.60
	1 "	2 x 12- 14	Fir	3.92
	10001ft	1 x 6	Sheathing	95.00
			Sales Tax	2.10

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Charlotte Y. Ruddock, owner

William A. Greene, Contractor

two lots ground fronting twenty feet each on South Villa Avenue, now Sixth Election District - title reference Myers to Ruddock J.H.H. 198 Folio 356

1955 cont'd. Page #2

Nov 18		28546		
	22 pcs	2 x 8 - 16	VA D4S	46.90
	22 "	2 x 8 - 12	" "	35.20
	2801ft	6"	Sheathing	19.00
			Sales Tax	2.03
Nov 19		28837		
	2 pcs	2 x 8 - 16	VA D4S	4.30
			Sales Tax	.09
Nov 28		29779		
	15 bags	Blue Bond		18.00
			Sales Tax	.36
Nov 30		30568		
	20 bags	Blue Bond		24.00
			Sales Tax	.48
Nov 30		30157		
	8	Single C Seal Unit	2/7½ x 4/6½ - 2/2	212.00
	4	" " " "	2/4½ x 3/2½ - 2/2	92.00
	2	" " " " T.	2/7½ x 4/6½ - 2/2	106.00
			Sales Tax	8.20
Dec 1		31041		
	10 bags	Blue Bond		12.00
			Sales Tax	.24
Dec 1		31058		
	20 bags	Blue Bond		24.00
	3	6' Lintils		16.80
	16	4' "		39.20
	8	42""		17.20
			Sales Tax	1.95
Dec 5		31588		
	1	Oval Sash Brush		1.85
			Sales Tax	.04
Dec 6		31689		
	70 pcs	2 x 4 - 8'	VA	32.64
	24 "	2 x 4 - 12'	"	16.80
	1 keg	16d	Wire Nails	11.75
	38 pcs	2 x 6 - 16	VA D4S	60.80
	50 "	2 x 6 - 14'	" "	70.00
	1500ft	1 x 6	VA	142.50
	8 pcs	2 x 8 - 10	"	10.70
	2 "	2 x 8 - 14	"	3.70
			Sales Tax	6.98
Dec 6		31680		
	20 bags	Blue Bond		24.00
	16	1/2 x 12	Bolts	3.64
			Sales Tax	.56
Dec 7		31766		
	1 keg	8d Wire		11.75
	48 pcs	2 x 6 - 10	VA D4S	45.60
			Sales Tax	1.15

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July 9, 1956

Charlotte Y. Ruddock, owner

William A. Greene, Contractor

two lots ground fronting twenty feet each on South Villa Avenue, now Sixth Election District - title reference Myers to Ruddock L.H.H. 198 Folio 356

1955 cont'd.				
Dec 8		32509		
	36 pcs	2 x 6 - 14'	VA D&S	50.40
	300'	6"	Sheathing	28.50
			Sales Tax	1.58
Dec 13		32939		
	3001ft	1 x 6	Y.P.	37.50
			Sales Tax	.75
Dec 13		33524		
	11-2/3	Dual Blue Bond		64.59
	3	" " "		21.75
	3 rolls	15# Wire		10.50
	40#	7/8 Roof Nails		7.60
	120 sq'	1 x 6	VA D&S	11.40
			Sales Tax	2.72
Dec 14		33138		
	2	A50B Louvres		9.00
			Sales Tax	.18
Dec 14		33580		
	1 roll	15# Felt		3.50
			Sales Tax	.07
Dec 14		33478		
	1 sq	White Asb. Wavy		13.25
	3	Speed Loads		1.65
			Sales Tax	.30
Dec 15		33682		
	2/3 sq	White Asb. Wavy Shingles		8.84
	20 pc	2 x 4 - 14	VA	18.70
	1000ft	1 x 2	VA	20.00
			Sales Tax	.96
Dec 15		33663		
	150	2 x 4 - 8	VA D&S	70.00
			Sales Tax	1.40
Dec 16		33727		
	1 -	Morgan Door Frame	2/6 x 6/8	10.00
			Sales Tax	.20
Dec 19		34226		
	135 pcs	2 x 4- 8	VA)	
	12 "	2 x 4 - 12	")	71.40
			Sales Tax	1.43
Dec 22		34308		
	250,sq'	1 x 6 - VA		23.75
			Sales Tax	.48
1956				
Jan 4		35981		
	16 pcs	42"	Steel Lentils	34.40
	4 "	7'	Iron Rgh Irons	42.00
	16 bags	Blue Bond		19.20
	8	8 x 8	Flue Lining	8.32
	8	4 x 12	Anchor Bolts	2.00
			Sales Tax	2.12

Charlotte Y. Ruddock, owner — July 9, 1956

William A. Greene, Contractor

two lots ground fronting twenty feet each on South Villa Avenue, new Sixth Election District - title reference Myers to Ruddock J.H.H. 198 Folio 356

Page #4

1956				
Jan 12		36968		
	11/3 sq	Dual Bond Blue T. Shing.		9.67
	150 sq'	1 x 6	D&B Sheathing	14.25
			Sales Tax	.48
Jan 13		37124		
	1 bdl	Wood Lath		3.00
	1	Door	2/4 x 6/8 SXP	12.50
	1	"	3/0 x 7/0 M3969 A	29.00
	1 pr	4 x 4 P.C.		1.00
	1	Schlage Entry Lock		6.85
			Sales Tax	1.05
Jan 16		37574		
	2 bdls	Wood Lath		6.00
	8	1 x 2 - 8	VA	1.28
			Sales Tax	.15
Jan 17		37398		
	12 bags	Blue Bond		14.40
			Sales Tax	.29
Feb 15		2522		
	500lft	1 x 3 Y.P.		31.25
	50	1 x 6 - 14'	P.C.	52.50
	20	4 x 8 - 1/4"	Ext. Ply	96.00
	5#	6d	Finishing	.70
	10#	8/10d	"	1.40
			Sales Tax	3.64
Mar 6		5557		
	9 pc	1 x 4 - 12	Y.P.	9.00
	10 "	2 x 4 - 8	VA	4.64
			Sales Tax	.28
Mar 6		5422		
	600lft	H.F. Bead Trim		57.00
			Sales Tax	1.14
Mar 27		8874		
	3 bags	Gauging		4.65
			Sales Tax	.10
Mar 27		9184		
		6/10d - 6/4d	Fin. Nails	1.56
	4#	10	Galv. Nails	.08
	1	#106	Rule	1.70
			Sales Tax	.08
Mar 29		9118		
	4	Flush Mahog. Doors	2/6 x 6/8	37.00
	4	" " "	2/0 x 6/8	37.00
	1	" " "	2/8 x 6/8	9.25
	200lft	Rab. Strip		12.00
	24 prs	3½ x 3/2	P.C.	19.20
	2	Kwikset Locks Bath		6.00
	10	" " Passage		25.00
			Sales Tax	2.91

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Charlotte Y. Ruddock, owner — July 9, 1956

William A. Greene, Contracter

two lots ground fronting twenty feet each on South Villa Avenue, new Sixth Election District - title reference Myers to Ruddock J.H.H. 198 Folio 356

1956 cont'd — 9648 — Page #5

Mar 30				
	20 sets	N.F. Trim Beaded		35.00
	300 lft	O.G.		18.00
			Sales Tax	1.06
Mar 30		9673		
	10	4 x 8	Plywood S.M.	64.00
	4	KS	Entry Lock	21.20
			Sales Tax	1.71
Apr 3		9735		
	20 sets	N.F. Trim		35.00
	1 gal	Semi-Gloss		4.70
	6	Flush Doors	2/6 x 6/8	55.00
	4	" "	2/0 x 6/8	37.00
	2	" "	2/8 x 6/8	18.50
	10 pc	1 x 6 - 14'	Y.P.	17.50
	13 "	5/4 x 12 - 14	Y.P.	19.50
	5 "	1 x 8 - 12	Y.P.	10.00
	10 sets	Rabt. Strip		10.80
			Sales Tax	4.17
Apr 4		10379		
	4 pcs	4 x 8 - 5/16"	Plywood	15.36
	250 lft	O.G. Mldg		15.00
	2	KS Entry Lock		10.60
	6	KS Closet "		15.00
	2	1 x 12 - 18'	Fir	10.80
			Sales Tax	1.34
Apr 3		10546		
	100 lft	1 x 4	Sheathing	3.14
	4 pcs	1 x 12 - 12	KWP	9.60
	1 "	1 x 12 - 6	"	1.20
	6 "	1 x 6 - 14'	Y.P.	10.50
	16 "	NFT - 7		10.64
	14 "	NFT -3/0		3.99
	100 lft	Shoe		24.00
			Sales Tax	1.27
Apr 6		10476		
	2	KS Privacy		5.70
	4#	Putty		.80
	1 gal	Toy Mahua Undercoat		4.35
	100 lft	1 x 4	Y.P.	8.25
			Sales Tax	.39
Apr 6		10475		
	100 lft	1 x 4	VA	3.14
			Sales Tax	.07
Apr 10		11574		
	2	1 x 4 - 14'	Y.P.	2.25
	250 lft	O.G.		15.00
	1 gal	Semi-Gloss white		4.70
	1 "	Mahog. Stain		4.35
	5 #	Lath Nails		.85
	5 #	8d Fin		.70
	5 #	10d "		.70
	1 can	Plastic Wood		.85
			Sales Tax	.59

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Charlotte Y. Ruddo_, owner LIBER 117 PAGE 390 July 9, 1956

William A. Greene , Contractor

two lots ground fronting twenty feet each on South Villa Avenue, new Sixth Election District - title reference Myers to Ruddock J.H.H. 198 Folio 356

Page #6

1956 cont'd				
Apr 11		10925		
	3 Bdls	Rock Lath		3.84
			Sales Tax	.08
Apr 11		10826		
	1 gal	Semi-Gloss White		4.70
			Sales Tax	.10
Apr 13		11706		
	1 bag	Keene Cement		3.00
			Sales Tax	.06
Apr 17		13006		
	1 qt	Orange Shellac		1.30
	1 "	Davis Super Spar		1.75
	1 gal	Prime White		4.70
			Sales Tax	.16
May 2		15567		
	150 lft	1 x 4	Y.P.	12.50
	18 "	1 x 12	Y.P.	4.50
	40 "	1 x 6	Y.P.	5.00
	1 qt	Orange Shellac		1.20
	300 lft	Shoe		12.00
	9 pcs	4 x 8 - 3/4"	Ext Ply	100.80
	2#	4d Fin		.28
			Sales Tax	2.73
May 15		18427		
	1 pc	3" Clamshell Base 12/0		1.32
	125 lft	O.G. Mldg.		7.50
	9	Glass	27 x 11-3/4	6.12
	3	"	24 x 8	1.44
	2	#400	KS Lock	10.60
	16	Wd Locks		3.20
	8 #	Putty		1.60
	2 pc	2 x 6 - 8'	Fir	2.24
	14 "	Round Gutter		22.40
	6 "	Round O.S.		9.60
	2	3 x 5 End Outlets		1.30
	16	Slip Connector		4.00
	6	Ends		1.80
	8	Shanks & Circles		2.40
			Sales Tax	1.52
May 16		20172		
	5 sets	#60 Track Hdwe.		47.25
	6 lft	Metal Slip Mosing		1.50
			Sales Tax	.98

22

July 9, 1956

Charlotte Y. Ruddock, owner

William A. Greene, Contractor

two lots ground fronting twenty feet each on South Villa Avenue, now Sixth Election District - title reference Myers to Ruddock J.H.H. 198 Folio 356

Page #7

May 16		18609			
	1 pc	7/8 x 2-3/4 Net 12	Y.P.	1.00	
			Sales Tax	.02	
May 16		18444			
	1 pc	3" Clam Shell Base 12'			1.32
			Sales Tax		.03
May 17		19107			
	1 gal	Davis Semi-Gloss			4.70
			Sales Tax		.10
May 17		19108			
	1 gal	Davis O.S. W.		5.50	
	2	11-5/8 x 27 Glass		1.36	
			Sales Tax	.14	
May 17		19127			
	1 gal	Mahogany Varn Stain		4.35	
	1 qt	Spar Var		1.85	
	1	10" Hack Saw Blade		.16	
			Sales Tax	.13	
May 17		19130			
	1	Hack Saw Frame		1.85	
			Sales Tax	.04	
May 16		18450			
	4	Speed Loads		1.80	
			Sales Tax	.04	
May 21		20389			
	6	3" Rd Elbows		2.70	
	4	Shank Hooks		1.20	
	12	Shanks & Circles		3.60	
			Sales Tax	.15	
May 18		20272			
	2 sets	#602 3/4" Sliding Door Track com/wd4/0		19.00	
			Sales Tax	.38	
May 24		20627			
	1 pc	2 x 6 - 8'	Fir	1.12	
	1 "	2 x 6 -12'	"	1.68	
	2	1 x 4 -12'	Y.P.	2.00	
			Sales Tax	.10	
May 23		20705			
	3	hand rail brackets			.90
	1	pair 3½x3½-P.C. butts			.80
			Sales Tax		.04
May 23		20859			
	1	door 2/8x6/8-2 panel			8.00
	16	lft. 1 5/8 round pole			2.40
			Sales Tax		.21

July 9, 1956

Charlotte Y. Ruddock, owner

William A. Greene, Contractor

two lots ground fronting twenty feet each on South Villa Avenue, now Sixth Election District - title reference Myers to Ruddock J.H.H. 198 Folio 356

1956 Page #8

May	24		20731	
		7	pcs. #1053 metal stair nosing 6/0	10.50
			Sales Tax	.21
	25		21373	
		12	door stops	1.20
		2	pairs #1053 stair nosing 6/0	3.00
			Sales Tax	.09
				$4,197.93
	April 11, 1956		Payment on account	3,151.61
			Total	$1,046.32

Recorded-24th-July-1956-at-1:42-P. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Mechanics Lien as recorded in Liber G. T. C. No. 12 Folio 42, one of the Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 7th day of July, A. D., 1958.

George T. Cromwell per T.W. Clerk.

GEORGE T. CROMWELL

NOAH A. HILLMAN,
Administrator of the Estate of
Charlotte Y. Ruddock,
Maryland Hotel Building,
Annapolis, Maryland

COMPLAINANT

VS.

THE J. F. JOHNSON LUMBER COMPANY,
A body corporate,
1900 West Street Extended
Annapolis, Maryland,

ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOCIATION,
a body corporate
Main & Francis Streets
Annapolis, Maryland,

EDWIN N. RUDDOCK,
646 Kelker Street
Harrisburg, Pennsylvania,

CHARLOTTE D. BRASHEARS,
639 "G" Street, N.E.
Washington, D. C.

LANCELOT C. RUDDOCK
501 Eye Street, N. E.
Washington, D. C.

KATHERINE JANE RUDDOCK
Cleveland, Ohio

MARTHA PEARL RUDDOCK
2705 Torbett Street,
Nashville, Tennessee

ERNEST RUDDOCK
son of Jack Ruddock
address unknown

CHARLES RUDDOCK,
son of Charles Ruddock, Sr.
address unknown

AUBREY RUDDOCK
address unknown

JULIA RUDDOCK,
address unknown

and all of the unknown heirs, devisees, executors, administrators, and personal representatives of CHARLOTTE Y. RUDDOCK, JACK RUDDOCK, CHARLES RUDDOCK, AUBREY RUDDOCK and JULIA RUDDOCK, whether residents or non-residents of the State of Maryland,

RESPONDENTS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 12,779 EQUITY

FILED

1958 JUL 23 PM 12:44

36

LIBER 117 PAGE 394

ORDER OF PUBLICATION

The object of this suit is for the appointment of a Trustee to make sale of real estate located in the City of Annapolis, Anne Arundel County, State of Maryland.

The Bill of Complaint recites that Charlotte Y. Ruddock died seized and possessed of a tract of land, among others, known as 112 Villa Avenue, Annapolis, Maryland; that the estate of said Charlotte Y. Ruddock is being administered in the Orphans' Court for Anne Arundel County and Noah A. Hillman was appointed Administrator of the Estate of Charlotte Y. Ruddock, deceased; that there are not sufficient funds to pay the Court costs, collateral inheritance tax, creditors and the mortgagee of the aforementioned property; that it would be to the best interest of the estate to sell the above real estate and distribute the proceeds in order to pay off the existing mortgage on said property, pay creditors, pay the inheritance tax, Court costs, etc.; and that the heirs of Charlotte Y. Ruddock are non residents of the State of Maryland.

IT IS, THEREUPON, this 23 day of July, 1958, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED, that the Complainant, Noah A. Hillman, Administrator of the Estate of Charlotte Y. Ruddock, deceased, by causing a copy of this order to be inserted in some newspaper published in said County once a week for four successive weeks before the 26 day of August, 1958, giving notice to the non-resident respondents of the object and substance of this Bill of Complaint and warn them to be and appear in this Court in person or by Solicitor on or before the 29 day of September, 1958, and show cause, ~~if any they may have, within fifteen (15) days thereafter~~ IF ANY THEY MAY HAVE, why a decree should not be passed as prayed.

George T. Cromwell
George T. Cromwell Clerk

27

LIBER 117 PAGE 395

NOAH A. HILLMAN, Administrator of the Estate of Charlotte Y. Ruddock, Maryland Hotel Building, Annapolis, Maryland,	*	IN THE
Complainant	*	CIRCUIT COURT
vs.		
THE J. F. JOHNSON LUMBER COMPANY, a body corporate, 1900 West Street extended, Annapolis, Maryland,	*	FOR
ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, Main & Francis Streets, Annapolis, Maryland,	*	ANNE ARUNDEL COUNTY
ET AL		
Respondents	*	NO. 12,779 EQUITY

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

ANSWER ON BEHALF OF

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Respondent, Annapolis Federal Savings and Loan Association by Samuel M. Ivrey, Attorney, respectfully shows unto your honor:

1. That the respondent admits the allegations set forth in paragraphs "1", "2", "3" and "4" of the Bill of Complaint.

2. That your respondent neither admits or denies the allegations set forth in paragraphs "5", "6", "7" and "8" of the Bill of Complaint.

WHEREFORE, having answered the Bill of Complaint herein, your Respondent submits its interest to the protection of this Honorable Court.

AND, as in duty bound, etc.

Samuel M. Ivrey,
Attorney for Respondent, Annapolis
Federal Savings and Loan Association

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1958 AUG -2 AM 11:06

28

I hereby certify that a copy of the within Answer has been mailed this 1st day of August, 1958, to Morris Turk, Esq., Maryland Hotel Building, Annapolis, Maryland.

Samuel M. Ivrey

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

NOAH A. HILLMAN, Administrator of the Estate of Charlotte Y. Ruddock,	*	NO. 12,779 EQUITY
Complainant,	*	IN THE
vs.	*	CIRCUIT COURT
THE J. F. JOHNSON LUMBER COMPANY, A body corporate,	*	FOR
ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOCIATION, A body corporate,	*	ANNE ARUNDEL COUNTY
EDWIN A. RUDDOCK, ET AL,	*	
Respondents	*	

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

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes the J. F. Johnson Lumber Company, a body corporate, Respondent in the above entitled case, by its Attorney, Marvin I. Anderson, and in answering the Bill of Complaint for Sale of Real Estate, respectfully, says:

1. That it has no knowledge as to the allegations contained in the first, second, sixth, seventh, and eighth paragraphs of said Bill of Complaint, and neither admits nor denies said allegations.

2. That it admits the allegations and facts contained in the third, fourth, and fifth paragraphs of said Bill of Complaint.

And having answered the said Bill of Complaint insofar as it is advised is necessary, this Respondent prays that the property described in the Bill be sold and your Respondent's claim be paid at the earliest possible time.

And, as in duty bound, etc.

Marvin I. Anderson
Solicitor for Respondent
The J. F. Johnson Lumber Company

FILED

1958 AUG -4 AM 10:47

30

I hereby certify that on this 2nd day of August, 1958, a copy of the aforegoing Answer was mailed to Morris Turk, Esquire, Maryland Hotel Building, Annapolis, Maryland, Solicitor for the Complainant.

Marvin I. Anderson
Solicitor for Respondent
The J. F. Johnson Lumber Company

LIBER 117 PAGE 399

NOAH A. HILLMAN, Administrator, etc.	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	
THE J. F. JOHNSON LUMBER COMPANY, ET AL	:	No. 12,779 Equity

AFFIDAVIT UNDER RULE 105e-f OF MARYLAND RULES OF PROCEDURE AND REGISTERED RECEIPTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 13th day of August, 1958, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Noah A. Hillman, Administrator of the Estate of Charlotte Y. Ruddock and the Plaintiff herein, and made oath in due form of law that he is competent to testify to and has personal knowledge to the following: (1) That in pursuance of Rule 105e and 105f of the Maryland Rules of Procedure, a notice of the Order of Publication together with the Bill of Complaint was sent by registered mail as exhibited by the copies attached hereto, and (2) that the receipts attached hereto are the return receipts showing that the known non-resident defendants received said notice.

WITNESS my hand and Notarial Seal.

Noah A. Hillman

Naomi K. Cole
Notary Public

FILED

1958 AUG 15 AM 11:46

33

LIBER 117 PAGE 400

NOAH A. HILLMAN, Administrator etc.	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	No. 12,779 Equity
THE J. F. JOHNSON LUMBER COMPANY, et al	:	

AFFIDAVIT OF UNKNOWN RESIDENCE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 13th day of August, 1958, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Noah A. Hillman, Administrator of the Estate of Charlotte Y. Ruddock and the Plaintiff herein, who made oath in due form of law that he is competent to testify to and has personal knowledge of the matters and things herein contained, and that he is personally acquainted with three of the non-residents whose addresses are known, namely, Edwin N. Ruddock, Charlotte D. Brashears and Lancelot C. Ruddock, and that he as well as said non-residents have attempted to locate the remainder of theheirs named in the Bill of Complaint in these proceedings, but have not been able to do; that the city shown for Katherine Jane Ruddock is last known city and that no street address is known and it is not known whether or not that is her name at the present time and that the other heirs named have not been in touch with the affiant or with the persons named and whose addresses are shown and known; that he is not apprised of any other courses to take in order to locate the unknown heirs and the heirs whose addresses are not known.

Witness my hand and Notarial Seal.

Noah A. Hillman

Naomi K. Cox
Notary Public

FILED

1958 AUG 15 AM 11:46

32

MORRIS TURK, Solicitor
Maryland Inn
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 12,779 EQUITY

NOAH A. HILLMAN,
Administrator of the Estate of
Charlotte Y. Ruddock,
Maryland Hotel Building,
Annapolis, Maryland
COMPLAINANT

VERSUS

THE J. F. JOHNSON LUMBER COMPANY,
A body corporate,
1900 West Street Extended
Annapolis, Maryland,
ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOCIATION,
a body corporate,
Main & Francis Streets
Annapolis, Maryland,
EDWIN N. RUDDOCK,
646 Kelker Street
Harrisburg, Pennsylvania,
CHARLOTTE D. BRASHEARS,
639 "G" Street, N.E.
Washington, D.C.
LANCELOT C. RUDDOCK
501 Eye Street, N.E.
Washington, D.C.
KATHERINE JANE RUDDOCK
Cleveland, Ohio
MARTHA PEARL RUDDOCK
2705 Torbett Street,
Nashville, Tennessee
ERNEST RUDDOCK
son of Jack Ruddock
address unknown
CHARLES RUDDOCK,
son of Charles Ruddock, Sr.
address unknown
AUBREY RUDDOCK
address unknown
JULIA RUDDOCK,
address unknown
and all of the unknown heirs, devisees, executors, administrators, and personal representatives of CHARLOTTE Y. RUDDOCK, JACK RUDDOCK, CHARLES RUDDOCK, AUBREY RUDDOCK and JULIA RUDDOCK, whether residents or non-residents of the State of Maryland,
RESPONDENTS

Order Of Publication

The object of this suit is for the appointment of a Trustee to make sale of real estate located in the City of Annapolis, Anne Arundel County, State of Maryland.

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 117 PAGE 401

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 15, 1958

We hereby certify, that the annexed Order Publication No. 12779 Estate of Charlotte Y. Ruddock

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of August, 1958. The first insertion being made the 24th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 AUG 15 PM 2:01

By Marie Yates

LIBER 117 PAGE 402

The Bill of Complaint recites that Charlotte Y. Ruddock died seized and possessed of a tract of land, among others, known as 112 Villa Avenue, Annapolis, Maryland; that the estate of said Charlotte Y. Ruddock is being administered in the Orphans' Court for Anne Arundel County and Noah A. Hillman was appointed Administrator of the Estate of Charlotte Y. Ruddock, deceased; that there are not sufficient funds to pay the Court costs, collateral inheritance tax, creditors and the mortgagee of the aforementioned property; that it would be to the best interest of the estate to sell the above real estate and distribute the proceeds in order to pay off the existing mortgage on said property, pay creditors, pay the inheritance tax, Court costs, etc.; and that the heirs of Charlotte Y. Ruddock are non residents of the State of Maryland.

IT IS, THEREUPON, this 23 day of July, 1958, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED, that the Complainant, Noah A. Hillman, Administrator of the Estate of Charlotte Y. Ruddock, deceased, by causing a copy of this order to be inserted in some newspaper published in said County once a week for four successive weeks before the 28 day of August, 1958, giving notice to the non-resident respondents of the object and substance of this Bill of Complaint and warn them to be and appear in this Court in person or by Solicitor on or before the 29 day of September, 1958, and show cause, if any they may have, why a decree should not be passed as prayed.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-14

LIBER 117 PAGE 403

NOAH A. HILLMAN, Administrator, etc.	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
EDWIN N. RUDDOCK, et al	:	No. 12,779 Equity

DECREE PRO CONFESSO

The Respondents, Edwin N. Ruddock, Charlotte D. Brashears, Lancelot C. Ruddock, Katherine Jane Ruddock, Martha Pearl Ruddock, Ernest Ruddock, Charles Ruddock, Aubrey Ruddock, Julia Ruddock and all of the unknown heirs, devisees, executors, administrators, and personal representatives of Charlotte Y. Ruddock, Jack Ruddock, Charles Ruddock, Aubrey Ruddock and Julia Ruddock, after Order of Publication duly published, having failed to appear to the Bill of Complaint and answer same according to the command of the said Order of Publication.

It is, thereupon, this 24th day of October, 1958, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be, and the same is hereby, taken pro confesso against said 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 of Complaint upon giving due notice to the Respondents of the time and place of taking of testimony

Benjamin Michaelson
Judge

FILED
1958 OCT 24 PM 3:56

55

LIBER 117 PAGE 404

NOAH A. HILLMAN, ADMINISTRATOR, etc.	*	IN
	*	THE CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
EDWIN N. RUDDOCK, et al	*	NO. 12,779 EQUITY

* * * * * *

TESTIMONY ON BEHALF OF COMPLAINANT

December 4, 1958

Present:

Mr. Morris Turk, Solicitor for Complainant

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

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Charlotte D. Brashears, pages 2 - 4.

Edwin N. Ruddock, pages 5 - 6.

Fred E. Voges, pages 7 - 8.

Noah A. Hillman, pages 9 - 11.

FILED

1959 JAN -5 PM 2:21

36

Charlotte D. Brashears, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Turk)

1 Mrs. Brashears, would you state your name and address, please?

A Charlotte D. Brashears, 639 "G" Street, N.E., Washington, D.C.

2 Mrs. Brashears, did you know a Charlotte Y. Ruddock?

A I did.

3 And was she related to you?

A Yes.

4 What was the relationship?

A My aunt.

5 Is she now living or dead?

A Dead.

6 Do you know when she died?

A July the 31st, 1956.

7 And do you know when she died if she left a Will or not?

A She did not leave a Will.

8 Now, at the time of her death, Mrs. Brashears, can you tell me her heirs and next of kin that existed at the time of her death?

A At the time of her death her heirs were, Edwin N. Ruddock, Charlotte D. Brashears and Lancelot C. Ruddock also known as Lawrence C. Ruddock, children of Edwin John Ruddock.

(Mr. Rouse)

9 Lawrence C. Ruddock was also known as Lancelot C. Ruddock, is that right?

A Yes, that's right.

(Mr. Turk)

10 Go on.

A Edwin John Ruddock, a brother, who died on or about

July the 29th, 1921. Catherine Jane Ruddock and Martha Pearl Ruddock, daughters of Cecil Benjamin Ruddock, a brother, who died on or about December 19, 1935 at Nashville, Tennessee. Ernest Ruddock, a son of Jack Ruddock, a brother, who predeceased the said Charlotte Y. Ruddock. Charles Ruddock, a son of Charles Ruddock, a brother, who predeceased the said Charlotte Y. Ruddock. Aubrey Ruddock, a brother, and then Julia Ruddock, a sister.

11 Now, do you know if Aubrey Ruddock or Julia Ruddock are living?

A No, I do not.

12 You say you do not know whether they are living or not?

A No, I do not know that.

13 Do you know of any of their heirs that might be living?

A No, I do not know of any of their heirs that might be living.

14 You do not know if they are or if they are not, is that correct?

A That's right.

15 Do you know, in fact, do you know any of the other heirs other than Lawrence Ruddock or Edwin Ruddock, personally?

A No.

16 Do you know where any of them are?

A No.

17 Now, Mrs. Brashears, the names that you have given us constitute all the heirs and next of kin that existed at the time of the death of Charlotte Y. Ruddock, is that correct?

A Yes.

18 Do you know, personally, Mrs. Brashears, those other heirs that you mentioned that have died, do you know if they died leaving a Will or not?

A No, I don't know whether they died leaving a Will or not.

19 Do you know if there was any administration on any of their estates?

A No, I don't know that.

20 Do you know if there's been any administration granted in this county on any of their estates?

A No, there has been no administration granted in this county on their estates.

21 Are any of the heirs residents of the State of Maryland?

A No.

22 Mrs. Brashears, at the time Miss Charlotte Y. Ruddock died, did she die leaving any children?

A No, she didn't.

23 Any parents?

A No, they were both dead.

24 Any grandchildren?

A No.

25 Any grandparents?

A No.

26 You are one of the heirs of Miss Ruddock, is that correct?

A Yes.

27 And you know for what purpose this proceeding is instituted?

A Yes.

28 Do you feel that it would be for the benefit of the estate to sell this particular property that's mentioned in these proceedings?

A Yes, I do.

29 To pay off the debts, is that correct?

A Yes.

QUESTION BY THE EXAMINER:

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

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

Signature...Charlotte D. Brashears

40

Edwin N. Ruddock, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Turk)

1 Would you state your name and address, please?

A Edwin N. Ruddock, 646 Kelker Street, Harrisburg, Pa.

2 Mr. Ruddock, did you know Miss Charlotte Y. Ruddock?

A Yes, I did.

3 Were you related to her?

A Her nephew.

4 Is she living or deceased?

A She is deceased.

5 When did she die?

A On July the 31st, 1956.

6 At the time of her death did she leave a Will, if you know?

A No, there was no Will.

7 Have you read the Bill of Complaint in these proceedings, Mr. Ruddock?

A Yes, I have.

8 You have heard the testimony of Mrs. Charlotte D. Brashears, is that correct?

A Yes, I did.

9 And you have heard the questions that were asked her and her answers, is that correct?

A Yes, I did.

10 Do you concur and verify the answers that she has given to those questions asked?

A Yes, I do.

(Mr. Rouse)

11 Do you know of any other heirs of Miss Charlotte Y. Ruddock other than those listed by Mrs. Brashears in her testimony?

A No, I do not.

(Mr. Turk)

12 Do you know where any of them are?

A No, I do not.

13 Have you ever seen them since the death of Miss Ruddock?

A No, I have not.

14 Of the heirs mentioned, Mr. Ruddock, Mr. Lawrence Ruddock and Charlotte D. Brashears are your brother and sister, is that correct?

A That's correct.

15 And you do know them?

A Yes, I do.

16 Other than those two have you seen any of the other heirs since the death of Miss Ruddock?

A No sir, I have not.

17 And you have no information as to their whereabouts?

A I certainly do not know where they are.

(Mr. Rouse)

18 And your brother is also known as Lawrence Ruddock, but he's also known as Lancelot Ruddock, is that right?

A That's right.

19 Are any of the heirs of Charlotte Ruddock residents of the State of Maryland?

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...Edwin N. Ruddock

43

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

(Mr. Turk)

1 Would you state your name and address, please?

A Fred E. Voges, 3 Church Circle, Annapolis, Maryland, realtor.

2 Mr. Voges, how long have you been in the real estate business?

A 25 years.

3 How long have you been in the real estate business in Anne Arundel County?

A 25 years.

4 During the 25 years you have had occasion to buy and sell property and appraise property?

A I have.

5 Both for personal, or clients and court proceedings?

A I have.

6 Are you familiar with the properties in the City of Annapolis?

A I am.

7 Have you had occasions to appraise property in the City of Annapolis?

A I have.

8 Are you familiar with the property mentioned in these proceedings, known as 112 South Villa Avenue?

A I am.

9 Have you personally inspected this property?

A I inspected this property on November 22nd, 1958.

10 Would you state what this property consist of?

A The property consist of two lots in the Section known as Sage Bottom, with a frontage of 40 feet on South Villa Avenue, the improvements consist of a two story brick building with asbestos shingled roof, which is a little less than three years old. The building

contains four apartments, each of which contain a living room, kitchen, two bedrooms and bath; each of which rents for Fifty Five Dollars ($55.00) a month. The apartments have plaster walls, vinyl tile on the floors, and each apartment is heated by an individual Royal wall heater. The building as a whole seems to be in fairly good condition, structurally, but the interior of the apartments showed signs of hard wear.

11 In what vicinity of the City of Annapolis is Sage Bottom located?

A In the vicinity of Bates High School off of Spa Road.

12 Now, Mr. Voges, what, in your opinion, is the current market value of the property mentioned in these proceedings?

A In my opinion, the current market value of this property is Sixteen Thousand Dollars ($16,000.00).

QUESTION BY THE EXAMINER:

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

Answer..... no

Signature..... Fred E. Voges

46

Noah A. Hillman, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Turk)

1 Would you state your name, address and occupation?

A Noah A. Hillman, lawyer, Annapolis, Maryland.

2 Mr. Hillman, you are familiar with these proceedings, are you not?

A I am.

3 Now, it is stated in the Bill of Complaint that you are the Administrator of the Estate of Charlotte Y. Ruddock, is that right?

A That's right.

4 Do you know when Charlotte Y. Ruddock died?

A July 31st, 1956.

5 Now, as Administrator of the estate in these proceedings, did you file any procedure in the Orphan's Court of Anne Arundel County?

A Yes, I gave the usual notice to creditors and filed an inventory and a first administration account.

(ADMINISTRATION ACCOUNT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

6 Now, in the inventory that you filed, that was the real estate inventory, was it not?

A Yes.

7 And the property that is mentioned in these proceedings is that part of that real estate inventory?

A That's part of it.

8 Miss Ruddock died owning property known as 112 South Villa Avenue, is that correct?

A She owned that along with other property.

(CERTIFIED COPY OF DEED DATED 10 June 1939 FROM WALTER H. MYERS AND ELIZA T. MYERS, HIS WIFE TO CHARLOTTE Y. RUDDOCK FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

9 Now, Mr. Hillman, from the account that has been filed, what was the status of the estate at that time?

A There was insufficient money with which to pay the creditors.

10 That's the creditors of Miss Ruddock, is that correct?

A Creditors of Miss Ruddock, yes.

11 How about the court cost and other expenses?

A Well, there was insufficient to pay creditors, court cost, collateral inheritance tax and other cost.

12 Now, would you state what you know as to the creditors of the estate of Miss Ruddock?

A Well, among the creditors of the estate of Miss Ruddock, the larger ones, were the Annapolis Federal Savings and Loan Association, they have a mortgage on the property.

(MORTGAGE FILED HEREWITH MARKED EXAMINER'S EX.3)

Then there is a debt owing J. F. Johnson Lumber Co. in the form of a mechanic's lien, and that is owing to them because of the original construction of the building, and the amount of that is One Thousand Forty Six Dollars and Thirty Two Cents ($1,046.32) plus interest.

(CERTIFIED COPY OF MECHANIC'S LIEN FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)

13 Now, Mr. Hillman, would it be for the benefit of the estate that this property be sold?

A I think it would be for the benefit, I have considered which properties of hers would be better to be sold, and, in my opinion, this is the property which ought to be sold.

14 And would there, in your opinion, be sufficient funds derived from the sale of this property to pay off the debts and other cost that now exist against the

estate?

A Well, if the sale produces near or more than the appraisal of Mr. Voges there ought to be more than sufficient.

15 As far as you know, as Administrator of the estate, are any of the heirs of Charlotte Y. Ruddock residents of the State of Maryland?

A They are not.

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.....Noah A. Hillman.....

50

49

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

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

Witness my hand and seal this 5th day of January, 1959.

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

John G. Rouse, Jr., Examiner

J.R. $10.00

I.H. $11.00 Pd. J.H.

57

LIBER 117 PAGE 419

NOAH A. HILLMAN, Administrator of Estate of Charlotte Y. Ruddock	)	IN THE
	)	CIRCUIT COURT
Plaintiff		FOR
vs	)	ANNE ARUNdel county
THE J. F. JOHNSON LUMBER CO., et al	)	No. 12,779 Equity
Defendants	)	

D E C R E E

This cause standing ready for hearing and being submitted by the Plaintiff, the Bill ofComplaint, Exhibits, Testimony and all other proceedings were read and considered.

WHEREUPON, it appearing that it is necessary to sell the real estate mentioned, it is thereupon this 20th day of January, 1959, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED, that the real estate described in this cause, with improvements known as 112 S. Villa Avenue, Annapolis, Maryland, be sold and that MORRIS TURK be, and he is hereby, appointed Trustee to make such sale; and that the course and manner of his proceedings be as follows:

1. He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself with a corporate surety to be approved by theClerk of this Court in the penalty of Seventeen thousand dollars ($ 17,000), conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises;

2. He shall then proceed to make said sale, having first given at least 20 days prior notice and at least once in each of three successive weeks (the last publication to be not more than one week prior to sale)by inserting in some newspaper published in Anne Arundel County, and such other notice as he may think proper, of the time, place, manner and terms of sale, which terms shall be as follows:

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1959 JAN 20 PM 3:10

52

A. A deposit of $1500.00, to be paid at time of sale.

B. Balance of purchase price to be paid on final ratification of sale by this Court, or all cash at time of sale, at option of purchaser.

C. Deferred payment to bear interest at 6% from day of sale.

D. Taxes and other public charges, as well as rents, to be adjusted to date of sale.

3. And as soon as may be convenient after such sale, the Trustee shall return to this Court a full and particular account of the same, with an affidavit of tht truth thereof and of the fairness of such sale annexed. Upon ratification of such sale by this Court, and on the payment of the whole purchase money (and not before) the said Trustee by good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser of said property to him sold free, clear and discharged of all claims of the parties to this cause, and any persons claiming by, from or under them or any of them.

4. And the Trustee shall bring into Court the money arising from such sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit and such commissions to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged the trust.

Benjamin Richardson
Judge

LIBER 9 PAGE 518

LIBER 117 PAGE 421

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY — 12,779 Equity

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Morris Turk of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seventeen Thousand Dollars ($17,000.00) - - - - - - - - - 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 27th day of January , 1959.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Noah A. Hillman, Administrator, etc., vs. Edwin N. Ruddock, et al dated January 20, 1959, the said Morris Turk was appointed Trustee to make sale of the property described in said proceedings, and the said Morris Turk 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 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 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:

/ Morris Turk (SEAL)
Morris Turk, PRINCIPAL

Kathleen L. Woelfel
Kathleen L. Woelfel, as to both

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact
SURETY

Bond Filed and approved
this 27th day of January, 1959
George T. Cromwell Clerk

FILED

1959 JAN 27 PM 1:27

54

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

MORRIS TURK, Solicitor
Maryland Inn
Annapolis, Maryland

LIBER 117 PAGE 422

TRUSTEE'S SALE

OF VALUABLE

FOUR APARTMENT

Residential Property

SIXTH ELECTION DISTRICT, CITY OF ANNAPOLIS, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in the proceedings, being Equity No. 12,779, Noah A. Hillman, administrator, etc. vs. Edwin N. Ruddock, et al, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

TUESDAY, FEBRUARY 24, 1959

at 11:00 O'Clock A.M.

All those two tracts or parcels of land situate, lying and being on South Villa Street, in the City of Annapolis, Sixth Election District, Anne Arundel County, Maryland, and described as follows:

Parcel No. 1: All that lot of ground located on the west side of a 20 foot roadway, fronting thereon 20 feet and having a depth of 141 feet 6 inches, more or less, which is designated as lot No. 2 on the plat of John and Priscilla Hawkins, filed in No. 1561 Equity, a case titled "In the Matter of the Sale of the Mortgaged Real Estate of John and Priscilla Hawkins" and which plat may be seen in Equity record G. W. No. 35, folio 130 made by Louis Green, Surveyor, in July 1892, said lot being located in what is known as Sage Bottom and running back to the property formerly owned by the late R. McKendree Davis, as shown on said plat.

Plat No. 2: All that lot of ground adjoining the lot firstly described on the south, fronting on said 20 foot roadway 20 feet and having a depth therefrom of 141 feet 6 inches, more or less, and running back to property formerly owned by the late R. McKendree Davis.

BEING the same property conveyed to Charlotte Y. Ruddock, single, by deed dated June 10, 1939 from Walter H. Myers and wife, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 198, folio 356.

This property fronts on South Villa Street 40 feet opposite the Bates High School. It is improved by a brick apartment building containing four apartments, each of three rooms and bath, with modern facilities. All are rented at the present time.

Terms of Sale: A deposit of $1,500.00 will be required on the day of sale, deferred payment to bear interest at the rate of six (6) per cent per annum from date of sale to date of settlement. Taxes and other public charges, if any, to be adjusted to date of sale.

FILED
1959 FEB 24 PM 12:32

MORRIS TURK,
Trustee

SS

LIBER 117 PAGE 423

NOAH A. HILLMAN, ADMINISTRATOR, etc.	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNT
EDWIN N. RUDBOCK, et al	:	NO. 12,779 Equity

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 14th day of February, 1959, sold the within described property as shown on the reverse side hereof to Aris T. Allen and Faye W. Allen his wife at and for the sum of Sixteen Thousand, Six Hundred Dollars ($16,600.00), being at that figure the highest bidder therefor; and I do hereby further certify that said sale was fairly made.

G. W. Scible
George W. Scible Auctioneer

PURCHASERS' CERTIFICATE

~~(I)~~ (We) hereby certify that ~~(I)~~ (We) have this 14th day of February, 1959, purchased the within described property from Morris Turk, Trustee, at and for the sum of Sixteen Thousand Six Hundred Dollars ($16,600.00), and ~~(I)~~ (We) hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Witness:
Morris Turk

Aris T. Allen

Faye W. Allen

FILED
1959 FEB 24 PM 12:32

56

NOAH A. HILLMAN, Administrator, etc.	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
EDWIN N. RUDDOCK, et al	:	NO. 12,779 Equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Morris Turk, Trustee, appointed by virtue of a decree passed in these proceedings to make sale of the real estate therein mentioned, respectfully shows:

That after giving Bond with security for the faithful performance of his trust, and after having complied with all other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, for at least 20 days before the day of sale, he did pursuant to said notice, attend at the Court House Door at Annapolis, Maryland, on the 24th day of February, 1959, at 11:00 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 those two tracts or parcels of land situate, lying and being on South Villa Street, in the City of Annapolis, Sixth Election District, Anne Arundel County, Maryland, and described as follows:

Parcel No. 1: All that lot of ground located on the west side of a 20 foot roadway, fronting thereon 20 feet and having a depth of 141 feet 6 inches, more or less, which is designated as lot No. 2 on the plat of John and Priscilla Hawkins, filed in No. 1561 Equity, a case titled "In the Matter of the Sale of the Mortgaged Real Estate of John and Priscilla Hawkins" and which plat may be seen in Equity record G.W. No. 35, folio 130 made by Louis Green, Surveyor, in July, 1892, said lot being located in what is known as Sage Bottom and running back to the property formerly owned by the late R. McKendree Davis, as shown on said plat.

Parcel No. 2. All that lot of ground adjoining the lot of ground adjoining the lot firstly described on the south, fronting on said 20 foot roadway 20 feet and having a depth therefrom of 141 feet 6 inches, more or less, and running back to property formerly owned by the late R. McKendree Davis.

FILED
1959 FEB 24 PM 12:32

BEING the same property conveyed to Charlotte Y. Ruddock, single, by deed dated June 10, 1939 from Walter H. Myers and wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 198, folio 356.

And your Trustee sold the above described property to Aris T. Allen and Faye W. Allen, his wife, for the sum of Sixteen Thousand Six Hundred Dollars ($16,600.00), they being the highest bidder therefor.

Respectfully submitted,

Morris Turk

Morris Turk
Trustee

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 24th day of February, 1959, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Morris Turk, Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are t ue to the best of his knowledge and belief, and that the sale therein reported was fairly made; and he made further oath that he is competent to testify to and has personal knowledge of the above matters and things stated.

Witness my hand and Notarial Seal.

Naomi K. Cox

Notary Public

58

ORDER NISI

LIBER 117 PAGE 426

NOAH A. HILLMAN, Administrator, etc.

versus

EDWIN N. RUDDOCK, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,779 Equity

Ordered, this 24th day of February, 1959, That the sale of the property in these proceedings mentioned made and reported by Morris Turk, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of March next.

The report states that the amount of sale was $ 16,600.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 FEB 24 PM 12:32

TEST: _____ Clerk.

(Final Order)

NOAH A. HILLMAN, Administrator, etc.

versus

EDWIN N. RUDDOCK, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 3d day of April, 1959 that the sale made and reported by the trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 APR. 3

59

LIBER 117 PAGE 427

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. 12,779 Equity

NOAH A. HILLMAN, Administrator, etc.

versus

EDWIN N. RUDDOCK, et al.

Ordered, this 24th day of February, 1959, that the sale of the property in these proceedings mentioned made and reported by Morris Turk Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of March next; Provided, a copy of Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of March next.

The report states that the amount of sale was $16,600.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

M-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,779

Sale

Edwin N. Ruddock,

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 30th day of March, 1959. The first insertion being made the 26th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 APR -3 PM 3:00

No. M. G. _____

A. Tilghman

60

MORRIS TURK, Solicitor
Maryland Inn
Annapolis, Maryland

Trustee's Sale

OF VALUABLE FOUR APARTMENT RESIDENTIAL PROPERTY

SIXTH ELECTION DISTRICT
CITY OF ANNAPOLIS
ANNE ARUNDEL COUNTY
MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in the proceedings, being Equity No. 12,779, Noah A. Hillman, administrator, etc. vs. Edwin N. Ruddock, et al, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Tuesday,
February 24, 1959
at 11:00 o'clock a.m.

All those two tracts or parcels of land situate, lying and being on South Villa Street, in the City of Annapolis, Sixth Election District, Anne Arundel County, Maryland, and described as follows:

Parcel No. 1: All that lot of ground located on the west side of a 20 foot roadway, fronting thereon 20 feet and having a depth of 141 feet 6 inches, more or less, which is designated as lot no. 2 on the plat of John and Priscilla Hawkins, filed in No. 1561 Equity, a case titled "In the Matter of the Sale of the Mortgaged Real Estate of John and Priscilla Hawkins" and which plat may be seen in Equity record G.W. No. 35, folio 130 made by Louis Green, Surveyor, in July 1892, said lot being located in what is known as Sage Bottom and running back to the property formerly owned by late R. McKendree Davis, as shown on said plat.

Plat No. 2: All that lot of ground adjoining the lot firstly described on the south, fronting on said 20 foot roadway 20 feet and having a depth therefrom of 141 feet 6 inches, more or less, and running back to property formerly owned by the late R. McKendree Davis.

BEING the same property conveyed to Charlotte Y. Ruddock, single, by deed dated June 10, 1939 from Walter H. Myers and wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 198, folio 356.

This property fronts on South Villa Street 40 feet opposite the Bates High School. It is improved by a brick apartment building containing four apartments, each of three rooms and bath, with modern facilities. All are rented at the present time.

Terms of Sale: A deposit of $1,500.00 will be required on the day of sale, deferred payment to bear interest at the rate of six (6) per cent per annum from date of sale to date of settlement. Taxes and other public charges, if any, to be adjusted to date of sale.

MORRIS TURK,
Trustee.

F-23

LIBER 117 PAGE 428 OFFIC_ OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 8, 1959

We hereby certify, that the annexed

Trustee's Sale
Eq. No. 12779
Edwin N. Ruddock

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of February, 1959. The first insertion being made the 30th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 APR -9 AM 10:05 Late

In the Case of

Noah A. Hillman, Administrator
of the Estate of
Charlotte Y. Ruddock
vs.
The J. F. Johnson Lumber Company,
a body corporate,
et al

In the

Circuit Court

For

Anne Arundel County

No. 12,779 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.

June 4, 1959

FILED
1959 JUN -6 AM 10:40

In the Case of

Dr. Noah A. Hillman, Administrator of the Estate of Charlotte Y. Ruddock
vs. The J. F. Johnson Lumber Company, a body corporate, et al

To Trustee for Commissions, viz:	533	43		
To Trustee for Fee (Order of 5/15/59), viz:	250	00	783	43
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	115	50		
Clerk of Court - Additional Court costs	6	50		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
John G. Rouse, Jr. - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	11	00		
Auditor - stating this account	72	00	237	90
To Trustees for Expenses, viz:				
Capital-Gazette Press - Order of Publication	73	76		
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	14	28		
Fred E. Voges - appraisal and testimony	35	00		
Globe Indemnity Co. - bond premium	68	00		
Clerk of Court - certified copy Mechanics Lien	5	75		
Clerk of Court - certified copy deed and mortgage	10	00		
Register of Wills - certifying copy of administration account		75		
George W. Scible - auctioneer's fee	100	00		
One-half Federal documentary stamps	9	35		
One-half State documentary stamps	9	35		
Naomi K. Cox - notary fees	1	50	396	74
To Trustee for Taxes, viz:				
1959 State and County taxes - 1 month 24 days	26	38		
1958 Annapolis City taxes - 8 months 24 days	96	14	122	52
To Trustee for Benefit Charges, viz:				
Annapolis Water Dept. - metered water from 2/20/59 to 2/24/59	1	16	1	16
To Trustee for Liens, viz:				
Annapolis Federal Savings & Loan Ass'n- in full for mortgage claim	1,918	46		
Clerk of Court - recording release	1	00		
The J. F. Johnson Lumber Co. - in full for mechanics Lien claim	1,232	09		
Clerk of Court - recording order of satisfaction		75	3,152	30
To Trustee for claims filed by Administrator of Estate of Charlotte Y. Ruddock (Order 6/1/59), viz:				
Register of Wills - Court costs	40	25		

Walter H. McNew - claim filed	33	00	
Hicks Funeral Home - balance due on funeral expenses of Charlotte Y. Ruddock	418	60	
Jewell Electrical Co. - 1956 balance due	37	75	
Noah A. Hillman - Administrator's Commissions (10% of $1,878.09) - $187.81			
Less State tax on commissions 18.78	169	03	
Register of Wills - State tax on Administrator's commissions	18	78	
Noah A. Hillman - services rendered in procuring tenants, supervising repairs and commission on rent collections	421	20	
			1,138 61

BALANCE FOR DISTRIBUTION - $10,948.46

Distributed to the heirs at law of Charlotte Y. Ruddock, who died 7/31/56, as follows:

I. To the children of Edwin John Ruddock, brother, who died 7/29/21, viz:			
1. Edwin N. Ruddock, nephew - one-eighteenth $608.24			
Less 7½% collateral inheritance tax 45.62	562	62	
2. Charlotte D. Brashears, niece - one-eighteenth $608.25			
Less collateral inheritance tax 45.62	562	63	
3. Lancelot C. Ruddock, also known as Lawrence C. Ruddock, nephew - one-eighteenth $608.25			
Less collateral inheritance tax 45.62	562	63	
II. To the children of Cecil Benjamin Ruddock, brother, who died 12/19/35, viz:			
1. Katherine Jane Ruddock, niece - one-twelfth $912.37			
Less collateral inheritance tax 68.43	843	94	
2. Martha Pearl Ruddock, niece - one-twelfth $912.37			
Less collateral inheritance tax 68.43	843	94	
III. To Ernest Ruddock, son of Jack Ruddock, brother, who predeceased Charlotte Y. Ruddock - one-sixth $1,824.74			
Less collateral inheritance tax 136.86	1,687	88	
IV. To Charles Ruddock, son of Charles Ruddock, brother, who predeceased Charlotte Y. Ruddock - one-sixth $1,824.74			
Less collateral inheritance tax 136.86	1,687	88	
V. To Aubrey Ruddock, brother, or his unknown heirs - one-sixth $1,824.75			
Less collateral inheritance tax 136.86	1,687	89	

VI. To Julia Ruddock, sister, or her unknown heirs - one-sixth	$1,824.75					
Less collateral inheritance tax	136.86	1,687	89			
To Register of Wills - total collateral inheritance tax		821	16	10,948	46	
				16,781	12	

with Morris Turk, Trustee Cr.

1959						
Feb.	24	Proceeds of Sale		16,600	00	
		Interest on deferred payment of $15,100.00 to 5/5/59		181	12	
						16,781 12
						16,781 12

ORDER NISI LIBER 117 PAGE 434

Noah A. Hillman, Administrator of the estate of Charlotte Y. Ruddock

VERSUS

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

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,779 Equity.

ORDERED, This 6th day of June, 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 13th 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 13th day of July next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of July, 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.

Matthew S. Ennis

JUDGE

1959 JUL 10

LIBER 117 PAGE 435

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,779 Equity

NOAH A. HILLMAN
Administrator of the estate of
CHARLOTTE Y. RUDDOCK
versus
The J. F. JOHNSON LUMBER COMPANY, a body corporate, et al

Ordered, this 6th day of June, 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 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 13th day of July next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
ju-23

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,779 Auditor Account Charlotte Y. Ruddock 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 July, 1959. The first insertion being made the 9th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 9018 1959 JUL -8 AM 9:50 By H. Tilghman

LIBER 117 PAGE 436

R. LEWIS BAINDER, Assignee	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
LAURA HARRIS	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	Equity No. 13,110

MR. CLERK:

Please docket suit in equity and file the attached Mortgage as an Exhibit and enter my appearance as Attorney for Plaintiff.

R. Lewis Bainder

R. Lewis Bainder, Attorney for Plaintiff
1301 Tower Building
Baltimore 2, Maryland
Pl 2-3053

FILED

1959 FEB 27 PM 1:40

BUILDING ASSOCIATION MORTGAGE—CITY OR COU.. Y—WITH CLAUSE—
LUCAS BROS.. INC.. # 28R

LIBER 117 PAGE 437

LIBER 1183 PAGE 137

This Mortgage, Made this 27th day of January

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

Laura Harris

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

Sharon Building and Loan Association, Inc.

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagor, by virtue of, pursuant to, and in the exercise of the powers contained in a deed dated November 18, 1950 from Louis Bloom, recorded in Liber JHH 602 folio 92

being a member of the said body corporate

has received therefrom an advance of Eighteen hundred ($1800.00)

Dollars

on eighteen 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 Mortgagor, by virtue of the powers aforementioned, and in the exercise thereof,

does grant unto Sharon Building and Loan Association, Inc.

and its successors and assigns, all that lot

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

at present known as No. 31 Taylor Street, also known as 31 Pinkney Street in the Sixth Election District

and described as follows:

Beginning for same at a point 218.2 feet from the south intersection of said Taylor Street (formerly Carroll Alley) and East Street, said point of beginning also being the division line of the property heretofore conveyed to Louis Bloom and wife by Clarence C. Evans and wife by deed dated August 12, 1919 recorded among the Land Records of Anne Arundel County in Liber WNW No. 11 folio 278 and the property hereby conveyed, and running from thence with said division line southwesterly 42 feet thence southeasterly 56.1 feet, thence northeasterly 36.25 feet to the southwest side of said Carroll Alley, thence with the southwest side of said Carroll Alley northwesterly fifty-six feet ten inches to the place of beginning. Excepting therefrom such property as was conveyed by Louis Bloom to Joseph Wilder and Margaret Wilder by separate deed, and which property is known as Nos. 29-33 and 35 Carroll Alley.

Being the same lot which by deed dated November 18, 1950 and recorded among the Land Records of Anne Arundel County in Liber 602 folio 92 was granted and conveyed by Louis Bloom, widower, unto the within Mortgagor for life, with full power to sell, mortgage or otherwise dispose of said property during her lifetime.

FILED

1959 FEB 27 PM 1:40

2

Exhib. +

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

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

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

AND the said Mortgagor , her 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 eighteen shares of stock as dues, until the combined payment of dues shall amount to one hundred Dollars for each of said eighteen 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 hereby covenant to pay to the said MORTGAGEE, the further sum of One Dollars and nōi 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 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 her by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagor , her heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

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

WITNESS the hand and seal of the said Mortgagor

LIBER 1183 PAGE 139

TEST:

Norris W. Yorgay

Laura Harris (SEAL)
Laura Harris

(SEAL)

(SEAL)

STATE OF MARYLAND, SS:

I HEREBY CERTIFY, that on this 27th day of January 1958 in the year one thousand nine hundred and fifty-eight , before me, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Laura Harris the Mortgagor named in the aforegoing Mortgage, and she acknowledged the aforegoing Mortgage to be her act. At the same time also appeared Zell C. Hurwitz, Vice-president of said body corporate, the mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

Rec'd for record Feb. 3, 1958 at 9.03 A.M.

Mailed to Zell C. Hurwitz

Martha E. Williams
Notary Public

4

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1959 FEB 27 PM 1:20
& RECORDED IN LIBER GTC
NO 1183 FOLIO 139
GEO. T. CROMWELL, CLERK

Pd. 1.00

MORTGAGE

FROM

Laura Harris

TO

Sharon Building and Loan Association, Inc.

BLOCK NO.

Received for Record ..... at ..... o'clock ..... M. Same day recorded in Liber ..... No. ..... Folio ..... &c., Land Records of ..... and examined per ....., Clerk.

Cost of Record, $.....

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1958 FEB -3 AM 9:03
& RECORDED IN LIBER GTC
NO 1183 FOLIO 137
GEO. T. CROMWELL, CLERK

ZELL C. HURWITZ
Attorney at Law
349 N. CHEVERT STREET
BALTIMORE 2, MARYLAND

BALTIMORE, MARYLAND

February 17, 1959

THE WITHIN MORTGAGE is hereby assigned unto R. LEWIS BAINDER, Attorney, for purposes of Foreclosure.

AT WITNESS THE CORPORATE SEAL of the said Body Corporate and the signature of ZELL C. HURWITZ, Vice-President thereof.

SHARON BUILDING AND LOAN ASSOCIATION, INC.
BY: Zell C. Hurwitz
ZELL C. HURWITZ, Vice-President

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

Marie J. Kunkel
WITNESS MARIE J KUNKEL

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

LIBER 117 PAGE 441

R. LEWIS BAINDER, Assignee

vs.

LAURA HARRIS

IN THE

CIRCUIT COURT No. 2

FOR ~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

In Equity

Docket 18 **Folio** 93

Case No. 13,110

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared ZELL C. HURWITZ

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.

Zell C. Hurwitz
Affiant.

Subscribed and sworn to before me this 18 day of February 19 59

R. Lewis Bainder
Notary Public

R. LEWIS BAINDER NOTARY PUBLIC BALTIMORE, MD.

FILED
1959 FEB 27 PM 1:40

6

STATEMENT OF MORTGAGE CLAIM

R. LEWIS BAINDER, Assignee

vs.

LAURA HARRIS

IN THE LIBER 117 PAGE 442

CIRCUIT COURT

FOR ~~—OR—~~

~~BALTIMORE CITY~~

ANNE ARUNDER COUNTY

In Equity

Equity No. 13,110

STATEMENT OF MORTGAGE DEBT

ORIGINAL MORTGAGE.	$ 1,800.00
DUES PAID	109.83
	$ 1,690.17
INTEREST AND FINES.	40.46
	$ 1,730.63
EXPENSE CREDIT.	71.53
	$ 1,659.10

Add interest of $2.89 weekly after February 21, 1959.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 20 day of February in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared ZELL C. HURWITZ, Vice-President of Sharon Building and Loan Association, Inc.

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

FILED
1959 FEB 27 PM 1:40

As witness my hand and Notarial Seal,

Notary Public.

7

R. LEWIS BAINDER, Attorney
1301 Tower Bldg.
Balto. 2, Md.

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

31 Taylor Street, also known as 31 Pinkney Street Annapolis, Maryland

Under and by virtue of the power of sale set forth in a mortgage from Laura Harris to Sharon Building & Loan Association dated January 27, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1183, folio 139 (default having occured thereunder), the undersigned, as assignee for the purpose of foreclosure will sell at public auction on the premises at

31 Taylor Street, also known as 31 Pinkney Street, Annapolis, Maryland

ON

Tues., April 14, 1959 at 2 o'clock P. M.

Being the same property conveyed by Louis Bloom, widower, unto the said Laura Harris for life with full power to sell, mortgage or otherwise dispose of said property during her lifetime by deed dated November 18, 1950, and recorded among the aforesaid Land Records in Liber JHH No. 602, folio 92.

IMPROVEMENTS: 2 story frame dwelling:

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 price to be payable upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent from the date of sale to the date of settlement. Taxes, water rent and all other expenses are to be adjusted to the date of sale.

R. LEWIS BAINDER
Assignee for purpose of foreclosure

ROBERT H. CAMPBELL,
AUCTIONEER,
121 Prince George St.,
Annapolis, Md.

A-6

8

OFFICE OF

Evening Capital

Published by LIBER 117 PAGE 443

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 13, 1959

We hereby certify, that the annexed

Assignee's Sale

Laura Harris

Equity No. 13,110

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of April, 1959. The first insertion being made the 23rd day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 APR 14 AM 9:29

By H. Tilghman

[TRUSTEE'S BOND] LIBER 9 PAGE 578 The Jeffersonian Print, Towson, Md.

Know All Men By These Presents:

Equity No. 13,110

That we, R. Lewis Bainder

1301 Tower Building - Baltimore 2, Maryland

and The Fidelity and Casualty Company of New York (a corporation of the State of New York) are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand and no/100 ($2000.00) 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 3rd day of April in the year nineteen hundred and fifty-nine

WHEREAS, by decree of the Circuit Court for Anne Arundel County, sitting in Equity, passed in a cause in said court on the 3rd day of April nineteen hundred and fifty-nine between R. Lewis Bainder complainants, and Laura Harris respondents. the above bound R. Lewis Bainder

ha s been appointed Assignee to make sale of the Real Estate and premises in the proceedings in said cause mentioned: Property: 31 Taylor Street, also Known as 31 Pinkney Street Annapolis, Maryland

Now The Conditions Of This Obligation Are Such

That if the above bounden R. Lewis Bainder

do and shall well and truly and faithfully perform the trust reposed in him by aforesaid decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

B. M. Hurwitz

B. M. Hurwitz

Anne Lathroum

Anne Lathroum, as to surety

R. Lewis Bainder [SEAL]

[SEAL]

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK [SEAL]

Samuel R. Zetzer, Attorney-In-Fact [SEAL]

[SEAL]

Bond filed and approved the 14th day of April 1959
George T. Cromwell, Clerk.

FILED

1959 APR 14 PM 1:32

9

R. LEWIS ... R, Attorney
130[illegible] Bldg.
Ba... Md.

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

31 Taylor Street, also known as 31 Pinkney Street Annapolis, Maryland

Under and by virtue of the power of sale set forth in a mortgage from Laura Harris to Sharon Building & Loan Association dated January 27, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1183, folio 139 (default having occured thereunder), the undersigned, as assignee for the purpose of foreclosure will sell at public auction on the premises at

31 Taylor Street, also known as 31 Pinkney Street, Annapolis, Maryland

ON

Tues., April 14, 1959 at 2 o'clock P. M.

Being the same property conveyed by Louis Bloom, widower, unto the said Laura Harris for life with full power to sell, mortgage or otherwise dispose of said property during her lifetime by deed dated November 18, 1950, and recorded among the aforesaid Land Records in Liber JHH No. 602, folio 92.

IMPROVEMENTS: 2 story frame dwelling.

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 price to be payable upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent from the date of sale to the date of settlement. Taxes, water rent and all other expenses are to be adjusted to the date of sale.

R. LEWIS BAINDER
Assignee for purpose of foreclosure

ROBERT H. CAMPBELL,
AUCTIONEER,
121 Prince George St.,
Annapolis, Md.

A-6

LIBER 117 PAGE 445

R. LEWIS BAINDER, Assignee	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
	:	ANNE ARUNDEL COUNTY
LAURA HARRIS	:	IN EQUITY
	:	NO. 13110

. . . . . .

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have this 14 day of April, 1959, sold the property described in the attached advertisement at and for the sum of Two Thousand Two Hundred Sixty ($2260.00) Dollars, to Oscar Brann and Edith E. Brann he being at that figure the highest bidder therefor, and I further certify that the sale was fairly made.

Robert H. Campbell
AUCTIONEER

PURCHASER'S AGREEMENT

I HEREBY CERTIFY that I have this 14 day of April, 1959, purchased the property described in the attached advertisement of sale from R. LEWIS BAINDER, Assignee, at and for the sum of Two Thousand Two Hundred Sixty ($2260.00) Dollars, and I HEREBY AGREE to comply with the terms of sale as set forth in the attached advertisement of sale.

Edith E. Brann
PURCHASER

716 Second St.
Annapolis Md.

FILED
1959 APR 14 PM 3:17

10

...CIATES
Consulting Engineers
Baltimore 1, Maryland
CAP-31-6 G2

R. LEWIS BAINDER, Attorney
1301 Tower Bldg.
Balto. 2, Md.

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

31 Taylor Street, also known as
31 Pinkney Street
Annapolis, Maryland

Under and by virtue of the power of sale set forth in a mortgage from Laura Harris to Sharon Building & Loan Association dated January 27, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1183, folio 139 (default having occured thereunder), the undersigned, as assignee for the purpose of foreclosure will sell at public auction on the premises at
31 Taylor Street,
also known as
31 Pinkney Street,
Annapolis, Maryland
ON

Tues., April 14, 1959
at 2 o'clock P.M.

Being the same property conveyed by Louis Bloom, widower, unto the said Laura Harris for life with full power to sell, mortgage or otherwise dispose of said property during her lifetime by deed dated November 18, 1950, and recorded among the aforesaid Land Records in Liber JHH No. 602, folio 92.

IMPROVEMENTS: 2 story frame dwelling.

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 price to be payable upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent from the date of sale to the date of settlement. Taxes, water rent and all other expenses are to be adjusted to the date of sale.

R. LEWIS BAINDER
Assignee for purpose of foreclosure

ROBERT H. CAMPBELL,
AUCTIONEER,
21 Prince George St.,
Annapolis, Md.

A-6

REPORT OF SALE

LIBER 117 PAGE 446

R. LEWIS BAINDER, Assignee

vs.

LAURA HARRIS

DOCKET ..... FOLIO .....
CASE NO. 13110
FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~

~~OF~~

FOR
ANNE ARUNDEL COUNTY

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

The Report of Sale of R. LEWIS BAINDER, Assignee

~~Trustee~~ appointed by the decree in the above entitled cause, to make sale of the Fee Simple Property 31 TAYLOR STREET (also known as 31 Pinkney Street) in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

the Evening Capitol, a daily newspaper published in Anne Arundel County

~~daily newspaper published in Baltimore City~~ for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee did pursuant to said notice on Tuesday the 14th day of April 19 59 at 2:00 o'clock P.M. attend on the premises and then and there sold the aforesaid Fee Simple Property 31 Taylor Street (also known as 31 Pinkney Street), more specifiically described in the attached advertisement. Annapolis, Maryland, at and for the sum of Two Thousand Two Hundred Sixty Dollars ($2,260.00) to OSCAR PRANN and EDITH E. PRANN, his wife, they being the highest bidders for the same.

R. LEWIS BAINDER, Assignee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 14th day of April 19 59 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared R. LEWIS BAINDER, Assignee

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

FILED
1959 APR 16 AM 9:35

As witness my hand and Notarial Seal.

Notary Public.

ORDER NISI

R. LEWIS BAINDER, Assignee

versus

LAURA HARRIS

IN THE LIBER 117 PAGE 447

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,110 Equity

Ordered, this 16th day of April, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by R. Lewis Bainder, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of May next.

The report states that the amount of sale was $ 2,260.00

FILED 1959 APR 16 AM 9:35
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

R. LEWIS BAINDER, Assignee

versus

LAURA HARRIS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of May, 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 MAY 26 PM 3:32

12

LIBER 117 PAGE 448

OFFICE OF

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. 13,110 Equity

R. LEWIS BAINDER, Assignee,
versus
LAURA HARRIS

Order Nisi

Ordered, this 16th day of April, 1959, that the sale of the Property in these proceedings mentioned, made and reported by R. Lewis Bainder, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of May next.

The report states that the amount of sale was $2,260.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

M-8

FILED

No. 1959 MAY 11 PM 2:54

1.3

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 11, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,110

Laura Harris

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of May, 1959. The first insertion being made the 17th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tolghman

Additional
[TRUSTEE'S BOND]

LIBER 9 PAGE 599

LIBER 117 PAGE 449

The Jeffersonian Print, Towson, Md.

No. 13,110 Equity

Know All Men By These Presents:

That we, R. Lewis Bainder

1301 Tower Building - Baltimore 2, Maryland

and The Fidelity and Casualty Company of New York (a corporation of the State of New York) are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred and no/100---

---

Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 14th day of April in the year nineteen hundred and fifty-nine

WHEREAS, by decree of the Circuit Court for ~~Baltimore~~ Anne Arundel County, sitting in Equity, passed in a cause in said court on the 14th day of April nineteen hundred and fiftynine between R. Lewis Bainder, Assignee

complainants, and Laura Harris

respondents.

the above bound R. Lewis Bainder, Assignee

ha__s been appointed Trustee to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

Now The Conditions Of This Obligation Are Such

That if the above bounden R. Lewis Bainder, Assignee

do and shall well and truly and faithfully perform the trust reposed in him by aforesaid decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Marie J. Kunkel

Anne Lathroum

Anne Lathroum, as to both

R. Lewis Bainder [SEAL]

[SEAL]

The Fidelity and Casualty Company of New York

By: Robert S. Zetzer [SEAL]

Robert S. Zetzer, Attorney-In-Fact

[SEAL]

Additional Bond filed and approved This 26th day of May 1959

George T. Cromwell, Clerk

FILED

1959 MAY 26 AM 9:43

14

LIBER 117 PAGE 450

In the Case of

R. Lewis Bainder,
Assignee
vs.
Laura Harris

In the

Circuit Court

For

Anne Arundel County

No. 13,110 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

June 12, 1959

Dr. R. Lewis Bainder, Assignee vs. Laura Harris in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	101	20	151	20
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Auditor - stating this account	18	00	59	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	29	07		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	13	26		
Fidelity & Casualty Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	60	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	1	37		
Jerome Piven - notary fee		50	132	68
Miscellaneous Expense - telephone calls	2	10		
To Assignee for Taxes, viz:				
1958 State and County taxes - 6 months	7	27		
1959 State and County taxes - adjusted	8	82		
1957 Annapolis City taxes	14	56		
1958 Annapolis City taxes - adjusted	20	33	50	98
To Sharon Building & Loan Ass'n, Inc., mortgagee - in full for mortgage claim	1,659	10		
Interest at $2.89 weekly from 2/21/59 to 4/14/59 - 8 weeks	23	12	1,682	22
To Baltimore Federal Savings & Loan Ass'n, judgment creditor - this balance on account claim in #A-1641 Law (Order 5/4/59)	196	62	196	62
			2,273	20
Principal of judgment	1,774	40		
Interest from 4/21/59 (Sale 4/14/59)	19	00		
Court costs	266	16		
Attorney's fee				
	2,059	56		
Cr. Amount allowed above	196	62		
Balance due	1,862	94		

14

with R. Lewis Bainder, Assignee Cr.

1959							
Apr.	14	Proceeds of Sale		2,260	00		
		Interest on deferred payment of $1,760.00 to 6/2/59		13	20	2,273	20
						2,273	20

FILED
1959 JUN 16 PM 1:49

ORDER NISI

LIBER 117 PAGE 453

R. Lewis Bainder,
Assignee
VERSUS
Laura Harris

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,110 Equity.

ORDERED, This 16th day of June, 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 20th 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 20th day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of July, 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 JUL 21 PM 1:42

Matthew S. Evans
JUDGE

OFFICE

LIBER 117 PAGE 454

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. 13,110 Equity

R. LEWIS BAINDER, Assignee
versus
LAURA HARRIS

Ordered, this 16th day of June, 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 20th 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 20th day of July next.

GEORGE T. CROMWELL, Clerk

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,110
Auditor Account

Laura Harris

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 20th day of July, 1959. The first insertion being made the 18th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 9214 1959 JUL -9 PM 3:49 By H. Tilghman

19

LIBER 117 PAGE 455

IN THE MATTER	*	IN THE
OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
ANN S. OAKLEY and ARTHUR R. OAKLEY, her husband	*	NO. 13116 EQUITY 18-96

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

MR. CLERK:

Please docket this case and file the original Mortgage, Statement of Mortgage Debt and Military Affidavit.

Samuel M. Ivrey, Atty.

Samuel M. Ivrey - Attorney
named in the Mortgage

FILED
1959 MAR -5 AM 10:56

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

LIBER 117 PAGE 456
LIBER 1184 PAGE 480

Form No. 1—County Fee

No. 13,116 Equity

This Mortgage, made this 8th day of February,

in the year one thousand nine hundred and Fifty-eight, between

ANN S. OAKLEY and ARTHUR R. OAKLEY, her husband, of

Anne Arundel County, in the State of Maryland, Mortgagor (s), and

Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to

ANN S. OAKLEY and ARTHUR R. OAKLEY, her husband,

the sum of Ten Thousand Six Hundred and 00/100 ($10,600.00)---------- dollars,

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

By the payment of Eighty-nine and 46/100 ($89.46)----------

dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said ANN S. OAKLEY and ARTHUR R. OAKLEY, her husband,

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all that lot, piece, or parcel of ground situate,

lying and being in the Second election district of Anne Arundel County, State of Maryland, and described as follows: BEGINNING for the same at an iron pipe found at the end of the first line of the conveyance from Cirul to Saulit (WNW 58, folio 120) and running thence South 77 degrees 38 minutes West 250.58 feet to a pipe; thence north 46 degrees 27 minutes 40 seconds East 469.71 feet to a point; thence south 43 degrees 31 minutes East 207.83 feet; thence south 46 degrees 29 minutes West 329 feet to the place of beginning. Containing 1.88 Acres more or less. Subject to a 12 foot right of way.

BEING the same property conveyed to Ann S. Oakley, one of the within named Mortgagors, by deed from Anna Saulit, widow, dated November 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1144, folio 396.

FILED

1959 MAR -5 AM 10:56

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 30 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that 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.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

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) ANN S. OAKLEY and ARTHUR R. OAKLEY, her husband for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, 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 upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

AND the said Mortgagor , for themselves, their heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales 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, costs and commissions the said Mortgagor for themselves, their heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its Attorney 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 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 and commissions.

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey; as to both

Ann S. Oakley (SEAL)
Ann S. Oakley

(SEAL)

Arthur R. Oakley (SEAL)
Arthur R. Oakley

(SEAL)

LIBER 117 PAGE 459

LIBER 1184 PAGE 483

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 8th day of February in the year one thousand nine hundred and Fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared ANN S. OAKLEY and ARTHUR R. OAKLEY, her husband, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. GARDINER CHANEY, President of Annapolis 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.

Samuel M. Ivrey Notary Public.

My commission expires on May 4 1959. Rec'd for record Feb 10 1958 at 3:30 P.M.

Mailed to Samuel M. Ivrey

Mortgage

FROM

ANN S. OAKLEY and

ARTHUR R. OAKLEY, her husband

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

1.88 Acres, Second Election District, Anne Property Arundel County, State of Maryland

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

Same day recorded in Liber ... folio ... &c. ... of the Land Records of Anne Arundel County and examined per ... Clerk.

Cost of Record $ 10.00

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

11 55

Property:

Description approved

Execution approved

LIBER 117 PAGE 460

IN THE MATTER	*	IN THE
OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
ANN S. OAKLEY and ARTHUR R. OAKLEY, her husband	*	NO. 13116 EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under Mortgage to the said Association from Ann S. Oakley and Arthur R. Oakley, her husband, dated February 8th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1184 folio 480, said Mortgage being in default.

Balance due through February 28, 1959	$10,643.88
Interest to April 3, 1959	58.48
	$10,702.36

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 3rd day of March, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of the Annapolis Federal Savings and Loan Association of Annapolis, Maryland, a body corporate, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on their Mortgage claim described herein, and that the said Association has not received any security or any satisfaction therefore other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Samuel M. Ivrey

Samuel M. Ivrey - Notary Public

My Commission Expires: May 4, 1959.

FILED

1959 MAR -5 AM 10:56

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

6

LIBER 117 PAGE 461

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

IN THE MATTER	*	IN THE
OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
ANN S. OAKLEY and ARTHUR R. OAKLEY, her husband	*	NO. 13,116 EQUITY

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

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Brendan O'Dwyer, Executive Secretary of the Annapolis Federal Savings and Loan Association, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States.

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

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.

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

Brendan O'Dwyer
Affiant

Subscribed and sworn to before me this 3rd day of March, 1959.

Samuel M. Ivrey
Samuel M. Ivrey - Notary Public
Commission Expires: May 4, 1959.

FILED

1959 MAR -5 AM 10:56

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

7

G 22056

LIBER 117 PAGE 462

LIBER 9 PAGE 564

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

B O N D No. 13,116 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey , as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eleven Thousand Five Hundred Dollars ($11,500.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 3rd day of April , 1959.

WHEREAS, by virtue of a power of sale contained in a mortgage from Ann S. Oakley and Arthur R. Oakley, bearing date on or about February 8, 1958 the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Samuel M. Ivrey does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Samuel M. Ivrey (SEAL)

Samuel M. Ivrey, PRINCIPAL
GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV, Attorney-in-fact

Kathleen L. Woelfel as to both

SURETY

Bond approved this 3rd day of April 1959

George T. Cromwell, Clk

FILED

1959 APR -3 AM 10:55

Attorney's Sale
OF VALUABLE IMPROVED REAL ESTATE

SOUTH RIVER ADJACENT TO GLEN ISLES, ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Ann S. Oakley and Arthur R. Oakley, her husband, dated February 8th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1184, folio 480, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the Courthouse Door, Annapolis, Maryland, on

Friday, April 3, 1959
at 11 o'clock A.M.

All that lot, piece, or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows: Beginning for the same at an iron pipe found at the end of the first line of the conveyance from Cirul to Saulit (WNW 58, folio 120) and running thence South 77 degrees 38 minutes West 250.58 feet to a pipe; thence north 46 degrees 27 minutes 40 seconds East 469.71 feet to a point; thence south 43 degrees 31 minutes East 207.83 feet; thence south 46 degrees 29 minutes West 329 feet to the place of beginning. Containing 1.88 acres, more or less. Subject to a 12 foot right of way.

BEING the same property conveyed to Ann S. Oakley by deed from Anna Saulit, Widow, dated November 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1144, folio 396.

This property is improved by a frame and asbestos shingle dwelling containing 5 rooms and a bath, full basement and carport.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney.
144 Gloucester Street,
Annapolis, Maryland.
Auctioneer:
Robert H. Campbell.

M-27

LIBER 117 PAGE 463 OFFIC. OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1959

We hereby certify, that the annexed Attorney's Sale Equity No 13,116 Ann S. Oakley

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 3 day of April, 1959. The first insertion being made the 6th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 APR 13 AM 9:[illegible]

By [illegible]

EVENING CAPITAL

LIBER 117 PAGE 464

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

SOUTH RIVER
ADJACENT TO GLEN ISLES
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

No. 13,116 Equity

Under and by virtue of the power of sale contained in the Mortgage from Ann S. Oakley and Arthur R. Oakley, her husband, dated February 8th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1184, folio 480, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the Courthouse Door, Annapolis, Maryland, on

Friday, April 3, 1959

AT 11 O'CLOCK A.M.

All that lot, piece, or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows: Beginning for the same at an iron pipe found at the end of the first line of the conveyance from Cirul to Saulit (WNW 58, folio 120) and running thence South 77 degrees 38 minutes West 250.58 feet to a pipe; thence north 46 degrees 27 minutes 40 seconds East 469.71 feet to a point; thence south 43 degrees 31 minutes East 207.83 feet; thence south 46 degrees 29 minutes West 329 feet to the place of beginning. Containing 1.88 acres, more or less. Subject to a 12-foot right of way.

BEING the same property conveyed to Ann S. Oakley by deed from Anna Saulit, Widow, dated November 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1144, folio 396.

This property is improved by a frame and asbestos shingle dwelling containing 5 rooms and a bath, full basement and carport.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney
144 Gloucester Street
Annapolis, Maryland

FILED
1959 APR 13 PM 1:07

— PRINTED BY —
CAPITAL-GAZETTE PRESS, INC., ANNAPOLIS, MD.

No. 13 116 County

I, We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $ 10,400.00 and I/We agree to abide by the terms therein.

WITNESS my/our hand and Seal this 3rd day of April, 1959.

WITNESS:

Brendan O'Dwyer

Brendan O'Dwyer
Executive Secretary

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
BY: R. Gardiner Chaney (SEAL)
R. Gardiner Chaney - Pres.

I hereby certify that I sold property described on the reverse side of this handbill to ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION at and for the price of $ 10,400.00 he/they, being then and there the highest bidder therefore.

WITNESS my hand and Seal this 3rd day of April, 1959.

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey

Auctioneer (SEAL)

LIBER 117 PAGE 466

IN THE MATTER	*	IN THE
OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
ANN S. OAKLEY and ARTHUR R. OAKLEY, her husband	*	NO. 13,116 EQUITY

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

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given Bond with surety, which was duly approved, and having given 20 days notice of time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Friday, April 3rd, 1959, at 11 o'clock A. M., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage, to wit:

ALL THAT LOT, PIECE, OR PARCEL OF GROUND situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows: Beginning for the same at an iron pipe found at the end of the first line of the conveyance from Cirul to Saulit (WNW 58, folio 120) and running thence South 77 degrees 38 minutes West 250.58 feet to a pipe; thence north 46 degrees 27 minutes 40 seconds East 469.71 feet to a point; thence south 43 degrees 31 minutes East 207.83 feet; thence south 46 degrees 29 minutes West 329 feet to the place of beginning. Containing 1.88 acres, more or less. Subject to a 12-foot right of way.

BEING the same property conveyed to Ann S. Oakley by deed from Anna Saulit, Widow, dated November 16, 1956, and recorded among the Land Records of

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1959 APR 13 PM 1:07

12

Anne Arundel County in Liber GTC 1144, folio 396.

Said property being sold to Annapolis Federal Savings and Loan Association at and for the sum of Ten Thousand Four Hundred and 00/100 ($10,400.00) Dollars, it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey, atty.

Samuel M. Ivrey
Attorney ~~named in the Mortgage~~

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

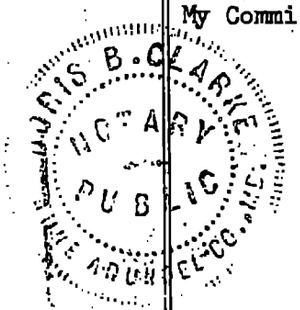
I HEREBY CERTIFY that on this 10th day of April, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SAMUEL M. IVREY, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Alma B. Clarke

Notary Public

My Commission Expires: May 4, 1959



LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

13

ORDER NISI

LIBER 117 PAGE 468

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ANN S. OAKLEY and ~~XXXXXX~~ ARTHUR R. OAKLEY, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,116 Equity

Ordered, this 13th day of April, 19 59, That the sale of the Property in these proceedings mentioned, made and reported by Samuel M. Ivrey, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of May next.

The report states that the amount of sale was $ 10,400.00

FILED 1959 APR 13 PM 1:07

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ANN S. OAKLEY and ~~XXXXXX~~ ARTHUR R. OAKLEY, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 19th day of May, 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 MAY 19 PM 2:04

OFF : OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 117 PAGE 469

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,116 Equity

In the Matter of the Mortgaged Real Estate of
Ann S. OAKLEY and
ARTHUR R. OAKLEY, her husband

band

Ordered, this 13th day of April, 1959. That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of May next.

The report states that the amount of sale was $10,400.00.

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

FILED

1959 MAY 15 AM 9:58

No. M. G. 7-20-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 14, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,116

Ann S. Oakley

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 18th day of May, 1959. The first insertion being made the 15th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 117 PAGE 470

In the Case of

In the Matter of the
Mortgaged Real Estate
of
vs.
Ann S. Oakley
and
Arthur R. Oakley, her husband

In the

Circuit Court

For

Anne Arundel County

No. 13,116 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. Fiedeling
Auditor.

June 15, 1959

Dr. In the Matter of the Mortgaged Real Estate of Ann S. Oakley and Arthur R. Oakley, herhusband in ac.

To Attorney for Commissions, viz:	342	00		
To Attorney for Fee, viz:	35	00	377	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	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	67		
Globe Indemnity Co. -bond premium	46	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	5	77		
Doris B. Clarke - notary fee		50	173	72
To Attorney for Taxes, viz: 1959 State and County taxes ($115.72) - adjusted to 4/3/59 - 3 mos. 3 days	29	94	29	94
To Annapolis Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,767	84	9,767	84
			10,400	00
Amount of mortgage claim filed	10,702	36		
Cr. Amount allowed above	9,767	84		
Balance subject to decree in personam	934	52		

with Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1959				
Apr.	3	Proceeds of Sale	10,400 00	10,400 00
				10,400 00

FILED
1959 JUN 16 PM 1:18

ORDER NISI LIBER 117 PAGE 473

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Ann S. Oakley and Arthur R. Oakley, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,116 Equity.

ORDERED, This 16th day of June, 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 20th 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 20th day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of July, 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 JUL 21 PM 1:42

Matthew S. Crouse
JUDGE

LIBER 117 PAGE 474

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,116 Equity

IN the Matterof the Mortgaged Real Estate of ARTHUR R. OAKLEY and ANN S. OAKLEY, his wife

Ordered, this 16th day of June, 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 20th 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 20th day of July next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,116
Auditor Account

Arthur R. Oakley

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 20th day of July, 1959. The first insertion being made the 18th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JUL -9 PM 3:19

By H. Tilghman

No. M. G. 9817

30

LIBER 117 PAGE 475

GEORGE C. BAST, JR.,	:	
ASSIGNEE OF MORTGAGE.	:	IN THE CIRCUIT COURT
VS.	:	OF ANNE ARUNDEL COUNTY.
FRANK A. DOWLING AND	:	IN EQUITY
DOLORES DOWLING, HIS WIFE.	:	No. 13,122 Equity

MR. CLERK:

Please docket the above entitled case and file the attached Mortgage as "Petitioner's Exhibit No. 1".

GEORGE C. BAST, JR.
Assignee of Mortgage.

FILED

1959 MAR 12 PM 3:43

1

LIBER 117 PAGE 476

LIBER 1216 PAGE 197

No. 13129 Equity

This Mortgage, Made this 1st day of JULY, in the year one thousand, nine hundred and FIFTY-EIGHT, between - - - - - - - - - - - - - - - - -

FRANK A. DOWLING AND DOLORES DOWLING, 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 ELEVEN THOUSAND FIVE HUNDRED ($11,500.00)- - - - - - - - - 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-four dollars and ten cents ($74.10) - - - - - - - - - - - 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. 1731, 1732 AND 1733, SECTION C, FERNDALE FARMS AS SHOWN ON THE PLAT 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 304 CHALMERS AVENUE.

SUBJECT TO A POLE AGREEMENTS IN F.A.M. 136 FOLIO 416.

SUBJECT TO RESTRICTIONS IN F.S.R. 75 FOLIO 128.

BEING THE SAME LOT OF GROUND WHICH BY DEED OF ASSIGNMENT OF EVEN DATE HEREWITH AND RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IMMEDIATELY PRIOR HERETO WAS GRANTED AND CONVEYED BY CUSIMANO CONSTRUCTION CORPORATION UNTO THE WITHIN NAMED MORTGAGORS.

"PETITIONER'S EXHIBIT NO. 1"

FILED

1959 MAR 12 PM 3:43

LIBER 117 PAGE 477

LIBER 1216 PAGE 198

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 lots 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....1.s.t.....day of..MAY.....and....Nov.•.... 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 M gagee may be applied to the extinguis ent of the principal, interest and expenses secured by this Mortg e whether then due or not, but shall n 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; (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. 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 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 FIFTEEN 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:

Bernadine C. Magsamen

Frank A Dowling (SEAL)
FRANK A. DOWLING

Dolores F Dowling (SEAL)
DOLORES DOWLING

(SEAL)

(SEAL)

LIBER 117 PAGE 479

LIBER 1216 PAGE 200

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of JULY, 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared FRANK A. DOWLING AND DOLORES DOWLING, 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.

1275

Bernadine C. Magsamen
Bernadine C. Magsamen Notary Public.

BERNADINE C. MAGSAMEN NOTARY PUBLIC Baltimore County Md.

Rec'd for record July 2 1958 at 12.18 P.M.
Mailed to Bradford Federal Savings & Loan Asso. of Balto.

File in Equity 13/29

SHORT ASSIGNMENT OF MORTGAGE FROM BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION TO GEORGE C. BAST, Jr.

Received for Record at ... recorded in Liber ... Folio ... Records of Baltimore County and examined.

RECEIVED FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1959 MAR 12 PM 2 07 & RECORDED IN LIBER GTC NO. 1216 FOLIO 200 GEO. T. ROMWELL, CLERK

Per ... Clerk.

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 9th day of March, 1959.

Witness; the corporate seal of said body corporate and the signature of Herbert F. Norris, its Executive Vice-President.

Witness: Ann K. Rahll
Ann K. Rahll

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION
By: Herbert F. Norris
Herbert F. Norris, Executive Vice-Pres.

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION INCORPORATED 1903

LIBER 117 PAGE 480

GEORGE C. BAST, JR., : IN THE

ASSIGNEE OF MORTGAGE : CIRCUIT COURT FOR

Plaintiff : ANNE ARUNDEL COUNTY.

VS : ~~BALTIMORE COUNTY~~

FRANK A. DOWLING AND : Docket No. ____, Folio _____

DOLORES DOWLING, HIS WIFE, : Case No. 13,129 Equity

Defendant

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE ~~COUNTY~~ CITY, To Wit:

I HEREBY CERTIFY, that on this 9th day of March 19 59, 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
Affiant

FILED

1959 MAR 12 PM 3:44

6

LIBER 117 PAGE 481

GEORGE C. BAST, JR.,

ASSIGNEE OF MORTGAGE.

VS.

FRANK A. DOWLING AND

DOLORES DOWLING, HIS WIFE.

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 13,129 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Bradford Federal Savings and Loan Association

under the mortgage from Frank A. Dowling and Dolores Dowling, his wife,

to Bradford Federal Savings and Loan Association

dated the 1st day of July, 19 58, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 1216 Folio 197.

Amount of mortgage	-	$ 11,500.00
Expenses paid, Taxes, Ground Rent, Fire Ins.	-	153.60
Interest to March 31st, 1959	-	520.26
		$ 12,173.86
Less: Total amount paid by borrowers	-	513.92
Amount of Mortgage Claim.	-	$ 11,659.94

Bradford Federal Savings and Loan Association

By: Herbert F. Norris, Executive Vice-Pres.

STATE OF MARYLAND, ~~COUNTY~~ CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 9th day of March in the year nineteen hundred and Fifty-nine, 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

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

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

Fred K. Rahll

Ann K. Rahll - Notary Public.

1959 MAR 12 PM 3:43

7

1498

Trustee's Bond

Equity No 13,129

LIBER 9 PAGE 576

KNOW ALL MEN BY THESE PRESENTS:

LIBER 117 PAGE 482

THAT WE GEORGE C. BAST, JR., Assignee of Mortgage, 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 TWELVE THOUSAND AND 00/100----------($12,000.00)----- 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 8th day of April in the year of our Lord one thousand nine hundred and fifty-nine.

WHEREAS, the above bounden GEORGE C. BAST, JR., Assignee of Mortgage by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee in / Foreclosure to sell Property situate at 304 Chalmers Avenue, Anne Arundel County, Maryland mentioned in the proceedings in the case of GEORGE C. BAST, JR., Assignee of Mortgage

vs.

Frank A. Dowling and Dolores Dowling, 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., Assignee of Mortgage do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Helen Martins

Signed, sealed and delivered in the presence of

William A. Willis

G. 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~~ Anne Arundel County, sct:

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 8th day of April, 1959.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

By: James Crawford
Vice President

ATTEST: E. D. Ellithorp
Assistant Secretary
E. D. Ellithorp

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

April 8th 19 59

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

E. D. Ellithorp
Assistant Secretary

FILED

1959 APR 14 AM 10:41

Bond filed and approved this 14th day April 1959
George T. Cromwell, Clerk

8

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

VS.

FRANK A. DOWLING and

DOLORES DOWLING, his wife

—IN THE—

LIBER 117 PAGE 483

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

No. 13,129 Equity

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

The Report of Sale of George C. Bast, Jr., Assignee of Mortgage, ~~Trustees 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 prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in "The Maryland Gazette"

newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said ~~Trustees~~ Assignee of Mortgage did pursuant to said notice on Thursday the 23rd day of April, 19 59, at 2:30 o'clock, P.M., attend on the premises and then and there sold all that leasehold lots of ground together with the improvements thereon known and designated as Lots Numbered 1731, 1732 and 1733, Section C, Ferndale Farms, as shown on the Plat 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 304 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 $10,000.00, said purchaser being then and there the highest bidder.

FILED 1959 APR 28 AM 9:24

George C. Bast, Jr., Assignee of Mortgage ~~Trustee~~

State of Maryland, ~~County~~ CITY of Baltimore, Sct.

I Hereby Certify, that on this 27th day April, 19 59 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. ~~Trustee~~ 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.

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

Ann K. Rahll - Notary Public

9

ORDER NISI

LIBER 117 PAGE 484

George C. Bast, Jr., Assignee of Mortgage

versus

Frank A. Dowling and Dolores Dowling, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,129 Equity

Ordered, this 28th day of April, 1959, That the sale of the Property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee of Mortgage

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

The report states that the amount of sale was $10,000.00

George T. Cromwell Clerk.

True Copy,
FILED
1959 APR 28 AM 9:24

TEST: _____ Clerk.

(Final Order)

George C. Bast, Jr., Assignee of Mortgage

versus

Frank A. Dowling and Dolores Dowling, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 2d day of June, 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 JUN -2 PM 3:27

10

NORRIS, BAST and ROSE,
Solicitors
2810 Pulaski Highway,
Baltimore 24, Md.

Assignee's Sale

DESIRABLE LEASEHOLD DWELLING PROPERTY

304 CHALMERS AVENUE, FERNDALE FARMS, 5TH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power and authority contained in a mortgage from Frank A. Dowling and Dolores Dowling, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 1st day of July, 1958, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1216, Folio 197, etc., (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

Thurs., April 23, 1959
at 2:30 o'clock P. M.

All that piece or parcel of ground situate and lying in Anne Arundel County and being known and designated as Lots Nos. 1731, 1732 and 1733, Section C, Ferndale Farms as shown on the Plat 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 304 Chalmers Avenue. Subject to an annual ground rent of $72.00.

The improvements consist of a ONE-STORY BRICK DWELLING with forced air heat (gas).

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

TERMS OF SALE. A cash deposit of $750 will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of 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, Md.
PL 2-3580

A-16

LIBER 117 PAGE 485 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

#13,129 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 30, 1959

We hereby certify, that the annexed

Assignee's Sale

Frank A. Dowling
304 Chalmers Ave.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 23rd day of April, 1959. The first insertion being made the 19th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

FILED
APR 30 PM 1:43 59

LIBER 117 PAGE 486

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. 13,129 Equity
GEORGE C. BAST, JR.
Assignee of Mortgage
versus
FRANK A. DOWLING and DOLORES DOWLING, his wife

Ordered, this 28th day of April, 1959, That the sale of the Property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee of Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of June next.

The report states that the amount of sale was $10,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 23, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 13,129 Frank A. Dowling 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 June, 1959. The first insertion being made the 30th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 MAY 25 PM 1:49

By H. Tilghman

No. M. G. 71 45

1

In the Case of

George C. Bast, Jr.,
Assignee of Mortgage
VS.
Frank A. Dowling
and
Dolores Dowling, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,129 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. Dowling
Auditor

June 11, 1959

Dr. George C. Bast, Jr., Assignee of Mortgage vs. Frank A. Dowling in ac.
and Dolores Dowling, his wife

To Assignee for Fee, viz:	115	00		
To Assignee for Commissions, viz:	331	85	446	85
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	59	45		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	23	60		
Indemnity Insurance Co. of N.A.- bond	48	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Ann K. Rahll - notary fees	1	50	189	05
To Assignee for Taxes, viz: 1959 State and County taxes adjusted - 3 months 23 days	65	07	65	07
To Assignee for Benefit Charges, viz: Water and sewer benefit charge - 3 months 23 days	6	75		
Metered water to 4/1/59	11	30	18	05
To Assignee for Ground Rent, viz: Semi-annual ground rent of $36.00 due 5/1/59 - 5 months 23 days	34	60	34	60
To Bradford Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,256	54	9,256	54
			10,061	66
Amount of mortgage claim filed	11,659	94		
Interest on principal balance of $10,986.08 - 23 days	42	11		
	11,702	05		
Cr. Amount allowed above	9,256	54		
Balance subject to decree in personam	2,445	51		

14

with George C. Bast, Jr., Assignee Cr.

1959							
Apr.	23	Proceeds of Sale		10,000	00		
		Interest on deferred payment of					
		$9,250.00 to 6/3/59		61	66	10,061	66
						10,061	66

15

LIBER 117 PAGE 490

ORDER NISI

George C. Bast, Jr.,
Assignee of Mortgage
VERSUS
Frank A. Dowling
and
Dolores Dowling, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,129 Equity.

1959 JUN 16 PM 1:05

ORDERED, This 16th day of June, 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 27th 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 27th day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th day of July, 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 JUL 29 PM 12:05

Benjamin Michaelson
JUDGE

16

LIBER 117 PAGE 491

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. 13,129 Equity
GEORGE C. BAST, JR., Assignee of Mortgage
Versus
FRANK A. DOWLING and DOLORES DOWLING, his wife

Ordered, this 16th day of June, 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 27th 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 27th day of July next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
jy-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 28, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,129
Auditor Account
Frank A. Dowling

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of July, 1959. The first insertion being made the 25th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JUL 29 BAM

No. M. G. 9215

17

LIBER 117 PAGE 492

GEORGE C. BAST, JR., :

ASSIGNEE OF MORTGAGE. :

VS. :

JAMES HENRY McPHERSON AND :

BETTY JANE H. McPHERSON, HIS WIFE. :

IN THE CIRCUIT COURT

OF ANNE ARUNDEL COUNTY.

IN EQUITY

No. 13,130 Equity

MR. CLERK:

Please docket the above entitled case and file the attached Mortgage as "Petitioners' Exhibit No. 1".

George C. Bast, Jr.,
Assignee of Mortgage.

FILED

1959 MAR 12 PM 3:44

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

LIBER 1103 PAGE 405

LIBER 117 PAGE 493
MARYLAND

MORTGAGE

No. 13,130 Equity

THIS MORTGAGE, made this 26th day of FEBRUARY A. D. 19 57, by and between JAMES HENRY McPHERSON AND BETTY JANE H. McPHERSON, HIS WIFE

of ANNE ARUNDEL COUNTY- - - - - - - - - - - - , in the State of Maryland, hereinafter called the Mortgagor, and BRADFORD 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 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 AND ONE-HALF per centum (4½ %) per annum until paid, principal and interest being payable at the office of BRADFORD 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 **March** , 1957 , and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **February** , 19 **82** . 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:

ok

KNOWN AND DESIGNATED AS LOT NO. 10, BLOCK B, PLAT OF PASADENA MANOR, SECTION 1, SAID PLAT BEING RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK NO. 28 FOLIO 50.

SUBJECT TO POLES AGREEMENT IN LIBER G.T.C. 1017 FOLIO 544.

SUBJECT TO SUBDIVISION AGREEMENT IN LIBER G.T.C. 1055 FOLIO 206.

SUBJECT TO RESTRICTIONS IN LIBER G.T.C. 1072 FOLIO 256.

BEING THE SAME LOT OF GROUND WHICH BY DEED OF ASSIGNMENT OF EVEN DATE HEREWITH AND RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IMMEDIATELY PRIOR HERETO WAS GRANTED AND CONVEYED BY ANN K. RAHLL UNTO THE WITHIN NAMED MORTGAGORS.

" PETITIONER'S EXHIBIT NO. 1"

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 9th day of March, 1959.

AS WITNESS the corporate seal of said body corporate and the signature of Herbert F. Norris, its Executive Vice-President.

Witness: Ann K. Rahll

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION.

By: Herbert F. Norris

Herbert F. Norris, Executive Vice-Pres.

FILED
1959 MAR 12 PM 3.44

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

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition 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:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, FOR ALL THE REST AND RESIDUE OF THE TERM OF YEARS YET TO COME, AND UNEXPIRED THEREIN, WITH THE BENEFITS OF RENEWAL FOREVER, SUBJECT TO THE PAYMENT OF THE ANNUAL RENT OF $108.00 PAYABLE IN EQUAL INSTALLMENTS HALF YEARLY ON THE 26th DAY OF Feb. AND August IN EACH AND EVERY YEAR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

Ann K. Rahll
Ann K. Rahll

James Henry McPherson [SEAL]
JAMES HENRY McPHERSON

[SEAL]

Betty Jane H. McPherson [SEAL]
BETTY JANE H. McPHERSON

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 26th day of FEBRUARY, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the CITY OF BALTIMORE aforesaid, personally appeared JAMES HENRY McPHERSON AND BETTY JANE H. McPHERSON, HIS WIFE - - - - - -the above named Mortgagors, and THEY acknowledged the foregoing mortgage to be THEIR - - - - - - - - - - - - - - - act.

At the same time also personally appeared CHARLES H. SCHULTZ - - - - - - - - - , 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.

Ann K. Rahll
Ann K. Rahll *Notary Public.*

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Mar. 9 1957 at 10.53 A.M.

Mailed to Norris, Bast & Rose

WIFE

NUE (24)

SHORT ASSIGNMENT
OF MORTGAGE

FROM

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

TO

GEORGE C. BAST, JR.

Rec'd for record MAR 12 1957 at 10 06 A.M. and recorded in Liber G.T.B. No. 2 Same day M. Folio 10 one of the Records of Baltimore County, and examined

Per

Clerk

LIBER 117 PAGE 497

GEORGE C. BAST, JR., : IN THE

ASSIGNEE OF MORTGAGE. : CIRCUIT COURT FOR
Plaintiff

ANNE ARUNDEL
VS : ~~BALTIMORE~~ COUNTY

JAMES HENRY McPHERSON AND : Docket No. ____, Folio _____

BETTY JANE H. McPHERSON, HIS WIFE. : Case No. 13130 Equity
Defendant

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE ~~COUNTY~~ CITY, To Wit:

I HEREBY CERTIFY, that on this 9th day of March 19 59, 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 h__ 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
Affiant

FILED
1959 MAR 12 PM 3:44

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LIBER 117 PAGE 498

GEORGE C. BAST, JR.

ASSIGNEE OF MORTGAGE.

VS.

JAMES HENRY McPherson and

BETTY JANE H. McPHERSON, HIS WIFE

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 13,130 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Bradford Federal Savings and Loan Association

under the mortgage from James Henry McPherson and Betty Jane H. McPherson, his wife,

to Bradford Federal Savings and Boan Association

dated the 26th day of Feburary, 19 57, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.G. No. 1103 Folio 405.

Amount of Mortgage Loan	-	$ 10,200.00
Interest to March 31st, 1959	-	952.16
		$ 11,152.16
Less: Total amount paid by borrowers		911.20
		$ 10,240.96
OVERDRAFT in Property Expense Account	-	118.26
Amount of Mortgage Claim	-	$ 10,359.22

Bradford Federal Savings and Loan Association

BY: Herbert F. Norris

HERBERT F. NORRIS-Executive Vice-President

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 9th day of March in the year nineteen hundred and Fifty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Herbert F. Norris, Executive Vice-President of Bradford Federal Savings and Loan Association,

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

ANN K. RANDALL NOTARY PUBLIC BALTIMORE, MD.

Ann K. Randall

Ann K. Randall -Notary Public.

FILED

1959 MAR 12 PM 3:44

7

Norris, Bast and Rose, Solicitors
Norris Building
2810 Pulaski Highway,
Baltimore 24, Md.

Assignee's Sale

DESIRABLE LEASEHOLD DWELLING PROPERTY

710 HOLLY STREET,
PASADENA MANOR,
3RD ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MD.

Under and by virtue of the power and authority contained in a mortgage from James Henry McPherson and Betty Jane McPherson, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 26th day of February, 1957, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1103, Folio 405, etc., (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

Thurs., April 23, 1959

at 3 o'clock P. M.

ALL that piece or parcel of ground situate and lying in Anne Arundel County and being known and designated as Lot No. 10, Block B, Plat of Pasadena Manor, Section 1, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 28, Folio 30. The improvements thereon being known as 710 Holly Street. Subject to an annual ground rent of $108.00.

The improvements consist of a ONE-STORY FRAME DWELLING with hot-air heat (gas).

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

Terms of Sale: A cash deposit of $750 will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of 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 and CO., INC.,
Auctioneers
JOHN M. MILLER, JR.,
President
120-26 W. North Avenue
Baltimore 1, Md.

PL. 2-3580. A-16
A-16

LIBER 117 PAGE 499

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1959

We bereby certify, that the annexed Assignee's Sale

James Henry McPherson
710 Holly St. Equity No 13,130

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 23rd day of April, 1959. The first insertion being made the 19th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 APR 13 A. 9:49

By H. Tilghman

8

Trustee's Bond

Equity No. 13,130

KNOW ALL MEN BY THESE PRESENTS:

LIBER 9 PAGE 577

LIBER 117 PAGE 500

THAT WE GEORGE C. BAST, JR., Assignee of Mortgage

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 TEN THOUSAND FIVE HUNDRED AND 00/100---($10,500.00)-- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 8th day of April in the year of our Lord one thousand nine hundred and fifty-nine.

WHEREAS, the above bounden GEORGE C. BAST, JR., Assignee of Mortgage by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee in / Foreclosure to sell Property situate at 710 Holly Street, Anne Arundel County, Maryland mentioned in the proceedings in the case of George C. Bast, Jr., Assignee of Mortgage

vs.

James Henry McPherson and Betty Jane McPherson, 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., Assignee of Mortgage do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Helen Martino

Signed, sealed and delivered in the presence of

William A Mills

GEORGE C. BAST, JR. (SEAL)

(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~~ Anne Arundel County, sct:

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 8th day of April, 1959.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

By: James Crawford
Vice President

ATTEST: E. D. Ellithorp
Assistant Secretary

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

April 8th, 1959

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

E. D. Ellithorp
Assistant Secretary

FILED

1959 APR 14 AM 10:41

Bond filed and approved this 14th day April 1959
Thos. T. Cromwell Clerk

9

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

VS.

JAMES HENRY McPHERSON and

BETTY JANE McPHERSON, his wife

—IN THE—

LIBER 117 PAGE 501

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

No. 13,130 Equity

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,

~~The undersigned, 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 prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in "The Maryland Gazette"

newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee of Mortgage did pursuant to said notice on Thursday the 23rd day of April, 1959, at 3:00 o'clock, P. M., attend on the premises and then and there sold all that leasehold lot of ground together with the improvements thereon known and designated as Lot s No. 10, Block B, as shown on the Plat of Pasadena Manor, Section 1, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 30. The improvements thereon being known as 710 Holly Street; subject to an annual ground rent of $108.00 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 $10,000.00, said purchaser being then and there the highest bidder.

George C. Bast, Jr., Assignee of Mortgage

FILED

1959 APR 28 AM 9:24

State of Maryland, ~~County~~ City of Baltimore, Sct.

I Hereby Certify, that on this 27th day April, 1959 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.

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

Ann K. Rahll

Ann K. Rahll - Notary Public

10

ORDER NISI

LIBER 117 PAGE 502

George C. Bast, Jr., Assignee of Mortgage

versus

James Henry McPherson and Betty Jane McPherson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,130 Equity

Ordered, this 28th day of April, 19 59, That the sale of the Property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee of Mortgage

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

The report states that the amount of sale was $ 10,000.00

George T. Cromwell Clerk.

True Copy,

FILED
1959 APR 28 AM 9:24

TEST: _____ Clerk.

(Final Order)

George C. Bast, Jr., Assignee of Mortgage

versus

James Henry McPherson and Betty Jane McPherson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 2d day of June, 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 JUN -2 PM 3:27

11

LIBER 117 PAGE 503

OFFICE OF

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,130 Equity
GEORGE C. BAST, JR.
Assignee of Mortgage

versus

JAMES HENRY McPHERSON and BETTY JANE McPHERSON his wife

Ordered, this 28th day of April, 1959, That the sale of the property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee of Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of June next; Provided, a copy of this Order be insterted in some newspaper published in Anne Arundel County, once in each of three succes ive weeks before the 1st day of June next.

The report states that the amount of sale was $10,000.00.

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

M-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 23, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,130

James Henry McPherson

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 June, 1959. The first insertion being made the 30th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 2446 1959 MAY 25 PM 1:49 By A. Tilghman

12

LIBER 117 PAGE 504

In the Case of

George C. Bast, Jr.,
Assignee of mortgage
VS.
James Henry McPherson
and
Betty Jane H. McPherson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,130 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. Fickeling
Auditor.

June 12, 1959

Dr. George C. Bast, Jr., Assignee of Mortgage vs. James Henry McPherson and Betty Jane H. McPherson, his wife

in ac.

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	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	25		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Indemnity Insurance Co. of N. A. - bond premium	42	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Ann K. Rahll - notary fees	1	50	156	25
To Assignee for Taxes, viz: 1959 State and County taxes - 3 months 23 days	46	15	46	15
To Assignee for Ground Rent, viz: Semi-annual ground rent of $54.00 due 8/26/59 - adjusted to 4/23/59	16	50	16	50
To Bradford Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,541	26	9,541	26
			10,061	66
Amount of mortgage claim filed	10,359	22		
Interest on principal balance of $10,200. from 3/31/59 to 4/23/59 - 23 days	39	10		
	10,398	32		
Cr. Amount allowed above	9,541	26		
Balance subject to decree in personam	857	06		

with George C. Bast, Jr., Assignee of Mortgage Cr.

1959				
Apr.	23	Proceeds of Sale	10,000 00	
		Interest on deferred payment of $9,250.00 to 6/3/59	61 66	10,061 66
				10,061 66

ORDER NISI

LIBER 117 PAGE 507

George C. Bast, Jr.,
Assignee of Mortgage

VERSUS

James Henry McPherson
and
Betty Jane H. McPherson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,130 Equity.

1959 JUN 16 PM 2:15

ORDERED, This 16th day of June, 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 27th 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 27th day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th day of July, 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 JUL 29 PM 12:05

Benjamin Michaelson
Judge.

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LIBER 117 PAGE 508

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 28, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,130 Auditor Account James Henry McPherson was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of July, 1959. The first insertion being made the 25th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JUL 29 AM 9:23

By H. Tilghman

17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,130 Equity
GEORGE C. BAST, JR.,
Assignee of Mortgage
Versus
JAMES HENRY McPherson and BETTY JANE H. McPherson, his wife

Ordered, this 16th day of June, 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 27th 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 27th day of July next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

jy-9

No. M. G. _____

LIBER 117 PAGE 509

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GUSTAVE LEIDIG AND LILLIAN LEIDIG, HIS WIFE	:	(In Equity)

No. 12,769 Equity

Mr. Clerk:

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

1. Original Mortgage from the said Gustave Leidig and Lillian Leidig, his wife to Baltimore Federal Savings and Loan Association, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1073 folio 184.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 JUL 17 PM 2:57

City and County Form.

LIBER 117 PAGE 510
LIBER 1073 PAGE 181

No. 12,769 Equity

This Mortgage, Made this 19th day of October, in the year one thousand, nine hundred and fifty-six, between GUSTAVE LEIDIG AND LILLIAN LEIDIG, 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 per annum in the manner following:

By the payment of SIXTY-FOUR AND 46/100ths ($64.46) Dollars, commencing on the first day of December, 1956, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 15, in Block A, as shown on the Second Revised Plat of Bodkin 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 Aruddel County immediately prior hereto was granted and assigned by The Wilco Holding Company, unto the within named Mortgagors.

Plaintiff's Exhibit "A"

FILED
1958 JUL 17 PM 2:57

2

Lot 15 - 6 Bodkins Plain

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 19th days of April and October 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.....90.00.....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: Robert F. Nayden ROBERT F. NAYDEN

Gustave Leidig (SEAL)

(SEAL)

Lillian Leidig (SEAL)

Lillian Leidig

(SEAL)

5

LIBER 117 PAGE 513

LIBER 1073 PAGE 184

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 19th day of October, 1956, before me, a Notary Public of said State, personally appeared Gustave Leidig and Lillian Leidig, 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 they 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.

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

Robert F. Nayden

ROBERT F. NAYDEN Notary Public

Rec'd for record Oct 24 1956 at 12.25 P.M.
Mailed to Callahan + Calwell

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

GUSTAVE LEIDIG AND
LILLIAN LEIDIG, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

n No. 42439
by
by
n Record
Examiner

AS WITNESS the Corporate Seal of the said body corporate, and the signature of the Vice-President thereof, duly attested to by its Secretary.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

By Joseph M. Hisley, Vice-President

Joseph R. Schmeder, Secretary

LIBER 117 PAGE 514

No. 12,769 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of July 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendant s Gustave Leidig and Lillian Leidig, his wife against whom foreclosure proceedings were instituted 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

NOTARY PUBLIC BALTIMORE CITY CLARA M. LINK

FILED

1958 JUL 17 PM 2:57

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 Gustave Leidig and Lillian Leidig, his wife to Baltimore Federal Savings and Loan Association, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1073, folio 181 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on

Wednesday, August 20th, 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 Lockwood Road near Mountain Road, Pasadena Section, and described as follows:-

Being known and designated as Lot No. 15 in Block A, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

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

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil 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.,
Auctioneer

A-14

OFFICE C

LIBER 117 PAGE 515

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 15, 1958

We hereby certify, that the annexed

Attorney's Sale

Gustave Leidig

No. 12,769 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of August, 1958. The first insertion being made the 24th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED
AUG 15 PM 2:49

7

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

GUSTAVE LEIDIG AND

LILLIAN LEIDIG, HIS WIFE

IN THE

LIBER 117 PAGE 516

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,769

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **said Gustave Leidig and Lillian Leidig, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **19th** day of **October** 1956, and recorded among the Land Records of **AnneArundel** County in Liber **G.T.C.** No. **1073** Folio **184** .

Amount of Mortgage		$8995.00
Less - amount paid on principal		323.52
		8671.48
Plus - interest to 8/20/58		245.80
		8917.28
Less - balance in expense account		3.75
		8913.53

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **15th** day of **August** in the year nineteen hundred and **fifty-eight** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, 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 AUG 16 AM 10:21

Clara M. Link

Clara M. Link Notary Public

8

[redacted] Attorney's Bond. 1-369

LIBER 117 PAGE 51 /

263888

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

LIBER 9 PAGE 393

No. 12,769

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND AND 00/100 ($9,000.00) - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 14th - day of August - - - - - - - in the year nineteen hundred and fifty-eight

Whereas, the above bounden Walter S. Calwell by virtue of the power contained in a Mortgage from Gustave Leidig and Lillian Leidig, his wife to the Baltimore Federal Savings & Loan Association bearing date the 19th day of October nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1073, Folio 184, and Lot 15 Block "A" Bodkins Plains 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 ~~do~~ does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Frick

Attest:

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 AUG 16 AM 10:15

Bond approved this 16th day of August 1958
George S. Cromwell, Clerk

9

LIBER 117 PAGE 518

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
GUSTAVE LEIDIG AND LILLIAN LEIDIG, HIS WIFE	:	No. 12,769

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Walter S. Calwell, Attorney Named in Mortgage, respectfully represents -

That acting under and in pursuance of the power of sale conferred upon your Petitioner in a Mortgage filed as Exhibit 'A' " in these proceedings and after due notice, your Petitioner sold, on the premises, the leasehold property known as Lot No. 15, Block A, as shown on a Plat entitled "Second RevisedPlat Bodkins Plains" recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, on the 20th day of August, 1958 to The Cedarhurst Construction Company, subject to the payment of an annual ground rent of $90.00, at and for the sum of $7600.00.

That the purchaser, said The Cedarhurst Construction Company, paid your Petitioner the sum of $500.00 as a deposit on account of the purchase price, at the time of sale, in accordance with the terms and provisions of the advertisement of sale, and that the sale was heretofore reported to and finally ratified and confirmed by this Honorable Court on October 10th, 1958.

That your Petitioner has called upon said The Cedarhurst Construction Company to pay the balance of the purchase money for said property, in accordance with the terms and conditions upon which the sale was made and although a considerable time has elapsed since the ratification of the sale and notwithstanding the importuning by your Petitioner the purchaser has failed to make settlement for said property and has indicated in the letter hereto attached as "Exhibit B", to your Petitioner, and prayed to be taken as a part hereof, that it will not consummate the transaction.

FILED
1958 NOV -5 AM 10:56

10

= That it would be to the best interest of Baltimore Federal Savings and Loan Association, the holder of the Mortgage, the subject of these proceedings, that said property be re-advertised and re-sold for the highest price obtainable for the account, at the risk and expense of said The Cedarhurst Construction Company.

TO THE END THEREFORE, your Petitioner prays, that an Order be passed by this Honorable Court authorizing and directing him to re-advertise and re-sell the aforementioned leasehold property for the account, at the risk and expense of said The Cedarhurst Construction Compant, who has refused and failed to complete said purchase.

AND AS IN DUTY BOUND ETC.

Walter S. Calwell
Attorney Named in Mortgage, Petitioner

STATE OF MARYLAND, CITY 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 City aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage, and he made oath in due form of Law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

11

UPON the aforegoing Petition, Affidavit and Exhibit, it is this 6th day of November, 1958 by the Circuit Court for Anne Arundel County

ORDERED that Walter S. Calwell, Attorney Named in Mortgage, in these proceedings, be and he is hereby authorized and directed to re-advertise and re-sell the property mentioned in this Petition, known as Lot No. 15, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, for the account, at the risk and expense of said The Cedarhurst Construction Company, former purchaser.

Matthew S. Evans
Judge

FILED
1958 NOV -6 PM 2:34

12

Federal Homes, Inc.

1025 FIDELITY BUILDING
BALTIMORE 1, MARYLAND
TELEPHONE: MU 5-2888

October 24, 1958

Callahan & Calwell
Attorneys at Law
Baltimore Federal Bldg.
Baltimore 2, Md.

Re: Bodkins Plains

Attention: Walter S. Calwell, Esq.

Sir:

This is to acknowledge receipt of your letter dated October 22, 1958.

Please be advised that I have no defense to your proposed action, and I hereby waive the one weeks' notice you were kind enough to extend to me.

Sincerely,
The Cedarhurst Construction Co.

Benjamin E. Masters

EXHIBIT "B"

FILED
1951 NOV 5 AM 10 56

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 Gustave Leidig and Lilliao Leidig, his wife to Baltimore Federal Savings and Loao Association, dated October 19th, 1956 and recorded amoog the Land Records of Anne Arundel County in Liber G. T. C. No. 1073, folio 181 (default having occurred thereunder) the uodersigned, Attorney, will sell at Public Auction on

Wed.. Dec. 3, 1958
at 3:10 P.M.

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

Being known and designated as Lot No. 15 in Block A, as designated aod shown on a Plat entitled "Second Revised Plat. Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel Couoty 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 aod/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 heat, aod 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 Aruodel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

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

N -25

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1177 PAGE 522

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Attorney's Sale

Gustave Leidig

12,769

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 3rd day of December, 1958. The first insertion being made the 6th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

DEC -3 AM 11:59 By Marie Tate

13

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

GUSTAVE LEIDIG AND

LILLIAN LEIDIG, his wife

IN THE

LIBER 117 PAGE 523

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No.12,769

AMENDED

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Gustave Leidig and Lillian Leidig, his wife

to Baltimore Federal Savings and Loan Association

dated the 19th day of October 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1073 Folio 181 .

Amount of Mortgage		$8995.00
Less - amount paid on principal		323.52
		8671.48
Plus - interest to 12/3/58		394.59
		9066.07
Plus - overdraft in expense account		41.25
		9107.32

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

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, 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

Clara M. Link

Notary Public

1958 DEC -8 AM 9.19

14

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 Gustave Leidig and Lillian Leidig, his wife to Baltimore Federal Savings and Loan Association, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1073, folio 181, (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on

Wed., Dec. 3, 1958 at 3:10 P.M.

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

Being known and designated as Lot No. 15 in Block A, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

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

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil 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.,
Auctioneer

N -29

LIBER 117 PAGE 524

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
GUSTAVE LEIDIG AND LILLIAN LEIDIG, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 12,769

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1073 folio 181 from said Gustave Leidig and Lillian Leidig, 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 re- by advertisement inserted in "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 and under an Order of this Court, dated November 6th, 1958 did, pursuant to said notice, on the 3rd day of December, 1958 at 3.10 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County known as Lot No. 15, in Block A, as shown on Plat entitled "Second Revised Plat of Bodkins Plains", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale; for the account, at the risk, and expense of The Cedarhurst Construction Company, former purchaser.

FILED

1958 DEC -6 AM 9:19

15

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 Loan Association, subject to the payment of an annual ground rent of $90.00, at and for the sum of $ 6500.00, said purchaser being then and there the highest bidder.

LIBER 117 PAGE 525

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of December, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE

Clara M. Link, Notary Public

ORDER NISI

LIBER 117 PAGE 526

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

GUSTAVE LEIDIG and

LILLIAN LEIDIG, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,769 Equity

Ordered, this 6th day of December, 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 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $6500.00

Filed 6 Dec. 1958 - 9:19 A.M. George T. Cromwell Clerk.
True Copy,

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

GUSTAVE LEIDIG and

LILLIAN LEIDIG, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 13th 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 13 PM 1:10

17

LIBER 117 PAGE 527

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. 12,769 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
GUSTAVE LEIDIG and
LILLIAN LEIDIG, his wife

Ordered, this 6th day of December, 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 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $6,500.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12769

Gustave Leidig

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 January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M. G. 16837 1959 JAN -7 AM 9:50

18

LIBER 117 PAGE 528

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
VS.
Gustave Leidig
and
Lillian Leidig, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,769 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. Jicklings
Auditor.

June 17, 1959

19

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Gustave Leidig and Lillian Leidig, his wife in ac.

To Attorney for Fee, viz:	90	00		
To Attorney for Commissions, viz:	241	37	331	37
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	75		
Auditor - stating this account	13	50	56	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - first advertisement of sale	45	00		
Capital-Gazette Press - second advertisement of sale	43	76		
Capital-Gazette Press - order nisi on first sale	8	00		
Capital-Gazette Press - order nisi on second sale	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterday Casualty Co. - bond premium	36	00		
E.T. Newell & Co.,Inc. - auctioneer's fee on first sale	25	00		
E.T. Newell & Co.,Inc. - auctioneer's fee on second sale	25	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Clara M. Link - six affidavits	3	00	206	91
To Attorney for Ground Rent, viz:				
Semi-annual ground rent of $45.00 due 4/19/59 - 1 month 14 days	11	00	11	00
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,449	77	6,449	77
			7,055	30
Amount of mortgage claim filed	9,107	32		
Cr. Amount allowed above	6,449	77		
Balance subject to decree in personam	2,657	55		

with Walter S. Calwell, Attorney named in Mortgage Cr.

1958						
Aug.	20	Proceeds of first Sale	500	00		
Dec.	3	Proceeds of Second sale	6,500	00		
		Interest on $6,500.00 to 1/14/59 - 42 days	45	50	7,045	50
		Refund 1958 State and County taxes- 28 days	9	80	9	80
					7,055	30

LIBER 117 PAGE 531

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Gustave Leidig
and
Lillian Leidig, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,769 Equity.

1959 JUN 19 PM 1:30 FILED

ORDERED, This 19th day of June, 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 27th 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 27th day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th day of July, 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 JUL 31 AM 11:40

Matthew S. Evans
JUDGE

22

LIBER 117 PAGE 532

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. 12,769 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
GUSTAVE LEIDIG and LILLIAN LEIDIG, his wife

Ordered, this 19th day of June, 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 on or before the 27th 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 27th day of July next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
jy-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1959

We hereby certify that the annexed

Order Nisi - Aud. Acct. Eq. 12769

Gustave Leidig

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of July, 1959. The first insertion being made the 24th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Slater

FILED
JUL 29 PM 3:50

No. M. G. 983/259

v3

LIBER 117 PAGE 533

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JAMES F. HARE AND MARGARET J. HARE, his wife	:	(In Equity)

12,480 Equity

Mr. Clerk:

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

1. Original Mortgage from the said James F. Hare and Margaret J. Hare, his wife to Baltimore Federal Savings and Loan Association, dated January 31st, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1096 folio 356.

Walter S. Calwell
Attorney Named in Mortgage

FILED
1958 JAN -8 PM 1:56

City and County Form.

LIBER 117 PAGE 534

LIBER 1096 PAGE 356 No. 12,480 Equity

This Mortgage, Made this 31st day of January, in the year one thousand, nine hundred and fifty-seven, between JAMES F. HARE and MARGARET J. HARE, 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 (6%) per cent per annum in the manner following:

By the payment of Sixty-four and 45/100ths ($64.45) Dollars, commencing on the first day of March, 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 Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot 14, Block A as shown on a plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 by James D. Hicks, Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Book 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 Wilco Holding Company unto the within named mortgagors.

FILED

1958 JAN 8 PM 11 56

"Plaintiff's Exhibit #1"

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 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 Ninety ($90.00) 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:

James F. Hare ..... (SEAL)
James F. Hare

Margaret J. Hare ..... (SEAL)

..... (SEAL)
Margaret J. Hare

John R. Holland, Jr. ..... (SEAL)
JOHN R. HOLLAND, JR.

LIBER 1096 PAGE 359

LIBER 117 PAGE 537

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 31st day of January, 1957, before me, a Notary Public of said State, personally appeared James F. Hare and Margaret J. Hare, 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 they executed the same for the purposes therein contained, ~~and 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

JOHN R. HOLLAND, JR.

Notary Public.

JOHN R. HOLLAND JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Feb 2 1957 at 10:45 A.M.

Mailed to Callahan & Calwell

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

JAMES F. HARE AND
MARGARET J. HARE, his wife

PLAINTIFF'S EXHIBIT "A"

Application No. 43229

Entered by EER

Approved by Examiner

Ready for Record

LIBER 117 PAGE 538

MILITARY AFFIDAVIT

Docket 17 folio 213
No. 12,480 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of January, 19 58 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 that the Defendants James F. Hare and Margaret J. Hare, 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, that [redacted], 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 JAN -8 PM 1:56

6

LIBER 117 PAGE 539 OFFI OF

12,447

CALLAHAN & CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from James F. Hare and Margaret J. Hare, his wife, to Baltimore Federal Savings and Loan Association, dated January 31st, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1096, folio 356 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, Feb. 18, 1958
at 3:45 P.M.

All that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Lockwood Road, near Pasadena Section.

Being known and designated as Lot No. 14 in Block A as designated and shown on a plat entitled "Second Revised Plat, Bodkins Plains" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

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

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

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

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. Newell & Co., Inc.
Auctioneer.

F-13

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1958

We hereby certify, that the annexed

Attorney's Sale

James F. Hare

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of February, 1958. The first insertion being made the 23rd day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

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

7

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

JAMES F. HARE AND

MARGARET J. HARE, HIS WIFE

IN THE

LIBER 117 PAGE 540

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,480 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **James F. Hare and Margaret J. Hare, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **31st** day of **January** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1096** Folio **356** .

Amount of Mortgage		$8995.00
Less - amount paid on principal		98.05
		8896.95
Plus - interest to 2/18/1958		338.07
		9235.02
Plus - overdraft in expense account		143.69
		9378.71

STATE OF MARYLAND, CITY OF BALTIMORE, Set.

I HEREBY CERTIFY, that on this **21st** day of **March** in the year nineteen hundred and **fifty-eight** before me, the subscriber **a Notary Public, of the State of Mafyland, in and for the City** of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association**

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

As witness my hand and Notarial seal.

FILED

1958 MAR 22 AM 9:33

Clara M. Link

Clara M. Link Notary Public

8

Mortgagee's Attorney's Bond. 1-369

262204

LIBER 117 PAGE 541

LIBER 9 PAGE 258

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

No. 12,480 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINETY-FOUR HUNDRED AND 00/100 ($9400.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 14th - day of February - - - - - - - in the year nineteen hundred and fifty-eight.

Whereas, the above bounden Walter S. Calwell by virtue of the power contained in a Mortgage from James F. Hare and Margaret J. Hare, his wife to the Baltimore Federal Savings & Loan Association bearing date the 31st day of January nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1096, Folio 356, and

Lot 14 Block "A" Bodkins Plains, Anne Arundel Co Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Fink

Walter S. Calwell (Seal)

(Seal)

(Seal)

Attest:

[signature]
Assistant Secretary
V.N.Mercier

NEW AMSTERDAM CASUALTY COMPANY

By [signature]
Vice-President
G. Lee Burgess

FILED
1958 MAR 22 AM 9:33

Bond approved this 22nd day of March 1958.
George T. Cromwell, Clerk

9

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JAMES F. HARE AND MARGARET J. HARE, HIS WIFE	:	(In Equity) No. 12,480

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Petition of Walter S. Calwell, Attorney Named in Mortgage, respectfully represents:-

That acting under and in pursuance of the power of sale conferred upon your Petitioner in a Mortgage filed as "Exhibit 'A' " in these proceedings and after due notice, your Petitioner sold, on the premises the leasehold property known as Lot No. 14 in Block A as designated 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, on the 27th day of March, 1958 to The Cedarhurst Construction Company, subject to the payment of an annual ground rent of $90.00, at and for the sum of $8100.00.

That the purchaser, said The Cedarhurst Construction Company, paid to your Petitioner the sum of $500.00 as a deposit on account of the purchase price, at the time of sale, in accordance with the terms and provisions of the advertisement of sale; and that the sale has been reported to and duly ratified and confirmed by this Honorable Court on May 6th, 1958.

That your Petitioner has called upon said The Cedarhurst Construction Company to pay the balance of the purchase money for said property, in accordance with the terms and conditions upon which the sale was made and although a considerable time has elapsed since the ratification of the sale and notwithstanding the importuning by your Petitioner the purchaser has failed to make settlement for said property and has indicated in the letter hereto attached as "Exhibit B", to your Petitioner, and prayed to be taken as a part hereof, that it will not consummate the transaction.

FILED
1958 NOV -3 PM 3:54

10

That it would be to the best interest of Baltimore Federal Savings and Loan Association, the holder of the Mortgage, the subject of these proceedings, that said property be re-advertised and re-sold for the highest price obtainable for the account, at the risk and expense of said The Cedarhurst Construction Company.

TO THE END THEREFORE, your Petitioner prays, that an Order be passed by this Honorable Court authorizing and directing your Petitioner to re-advertise and re-sell said leasehold property known as Lot No. 14, Block A, as designated on a Plat entitled "Second Revised Plat, Bodkins Plains", recorded as aforesaid, for the account, at the risk and expense of said The Cedarhurst Construction Company, who has refused and failed to complate said purchase.

AND AS IN DUTY BOUND ETC.

Walter S. Calwell,
Attorney Named in Mortgage, Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th day of October, 1958 before me, the subscriber a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage, and he made oath in due form of Law that the matters and facts herein set forth are true to the best of hisknowledge and belief.

WITNESS my hand and Notarial seal.

Clara M. Link - Notary Public

UPON the aforegoing Petition, Affidavit and Exhibit, it is this 6th day of November, 1958 by the Circuit Court for Anne Arundel County

ORDERED that Walter S. Calwell, Attorney Named in Mortgage, in these proceedings, be and he is hereby authorized and directed to re-advertise and re-sell the property mentioned in this Petition, known as Lot No. 14 in Block A as designated 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, for the account, at the risk and expense of said The Cedarhurst Construction Company, former purchaser.

Matthew S. Evans
Judge

FILED
1958 NOV -6 PM 2:33

17

Federal Homes, Inc.

1025 FIDELITY BUILDING
BALTIMORE 1, MARYLAND
TELEPHONE: MU 5-2888

October 24, 1958

Callahan & Calwell
Attorneys at Law
Baltimore Federal Bldg.
Baltimore 2, Md.

Re: Bodkins Plains

Attention: Walter S. Calwell, Esq.

Sir:

This is to acknowledge receipt of your letter dated October 22, 1958.

Please be advised that I have no defense to your proposed action, and I hereby waive the one weeks' notice you were kind enough to extend to me.

Sincerely,
The Cedarhurst Construction Co.

Benjamin E. Masters

EXHIBIT "B"

FILED

1958 NOV -3 PM 3:54

13

CALLAHAN & CALWELL
Baltimore Federal Building
Solicitors
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from James F. Hare and Margaret J. Hare, his wife, to Baltimore Federal Savings and Loan Association, dated January 31st, 1957, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1096, folio 356 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Dec. 2, 1958
at 3:20 P.M.

All that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Lockwood Road, near Pasadena Section.

Being known and designated as Lot. No. 14 in Block A as designated and shown on a plat entitled "Second Revised Plat, Bodkins Plains" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privcleges, appurtenances and advantages thereunto belonging, or in any wise 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 wil be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. Newell & Co., Inc.
Auctioneer

N-26

LIBER 117 PAGE 546 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 3, 1958

We hereby certify, that the annexed

Attorney's Sale

James F Hare

12.480

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

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED
-3 AM 11:59

filed 1958 Dec 3 AM 11:59

14

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

JAMES F. HARE AND

MARGARET J. HARE, HIS WIFE

IN THE LIBER 117 PAGE 547

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,480

AMENDED

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **James F. Hare and Margaret J. Hare, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **31st** day of **January** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1096** Folio **356** .

Amount of Mortgage	$8995.00
Less - amount paid on principal	98.05
	8896.95
Plus - interest to 12/2/58	714.80
	9611.75
Plus - overdraft in expense account	233.69
	9845.44

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **26th** day of **November** 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 DEC -9 AM 9:29

Clara M. Link

Clara M. Link Notary Public

15

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

JAMES F. HARE AND
MARGARET J. HARE, HIS WIFE

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)
No.12480

CALLAHAN & CALWELL
Baltimore Federal Building
Solicitors
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from James F. Hare and Margaret J. Hare, his wife, to Baltimore Federal Savings and Loan Association, dated January 31st, 1957, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1096, folio 356 (default having occurred thereunder) the undersigned. Attorney, will sell at Public Auction on the premises on

Tues., Dec. 2, 1958 at 3:20 P.M.

All that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Lockwood Road, near Pasadena Section.

Being known and designated as Lot. No. 14 in Block A as designated and shown on a plat entitled "Second Revised Plat, Bodkins Plains" ,which plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

Together with the buildings thereupon. and all rights, alleys, ways. waters. priveleges. appurtenances and advantages thereunto belonging, or in any wise 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 wil be required of the purchaser, at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. Newell & Co., Inc.
Auctioneer

N-2

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 31st, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No.1096 folio 356 from said James F. Hare and Margaret J. Hare, 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 re- advertisement inserted in "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 and under an Order of this Court, dated November 6th, 1958 did, pursuant to said notice, on the 2nd day of December, 1958 at 3.20 P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County known and designated as Lot No. 14, Block A as shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale; for the account, at the risk and expense of The Cedarhurst Construction Company, former purchaser.

FILED

1958 DEC -9 AM 9:29

16

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 $90.00, at and for the sum of $6500.00, 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 4th day of December, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

ORDER NISI

LIBER 117 PAGE 550

WALTER S. CALWELL, Attorney named in Mortgage

versus

JAMES F. HARE and MARGARET J. HARE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,480 Equity

Ordered, this 9th day of December, 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 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $ 6,500.00

FILED 1958 DEC 9 AM 9:29

George T. Cromwell Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

JAMES F. HARE and MARGARET J. HARE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 13th 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 13 PM 1:10

18

LIBER 117 PAGE 551

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. 12,480 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
JAMES F. HARE and
MARGARET J. HARE, his wife

Ordered, this 9th day of December, 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 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $6,500.00.

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

No. M. G. 7509

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12480

James F. Hare

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 January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JAN 7 PM 2 59

By Maria Tate

19

LIBER 117 PAGE 552

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

VS.

James F. Hare
and
Margaret J. Hare, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,480 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. Jickling
Auditor.

June 17, 1959

Dr. Walter S. Galwell, Attorney named in Mortgage vs. James F. Hare in ac.
and Margaret J. Hare, his wife

To Attorney for Fee, viz:	90	00		
To Attorney for Commissions, viz:	241	40	331	40
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	75		
Auditor - stating this account	13	50	56	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - first advertisement of sale	45	00		
Capital-Gazette Press - second advertisement of sale	46	24		
Capital-Gazette Press - third advertisement of sale	43	76		
Capital-Gazette Press - order nisi (first sale)	8	00		
Capital-Gazette Press - order nisi (second sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	37	60		
E.T. Newell & Co.,Inc. - auctioneer's fee (first sale)	25	00		
E.T. Newell & Co.,Inc. -auctioneer's fee (second sale)	25	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Clara M. Link - six affidavits	3	00	254	75
To Attorney for Ground Rent, viz:				
Semi-annual ground rent of $45.00 due 5/29/59 - 3 days		75		75
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,413	58	6,413	58
			7,056	73
Amount of mortgage claim filed	9,845	44		
Cr. Amount allowed above	6,413	58		
Balance subject to decree in personam	3,431	86		

21

with Walter S. Calwell, Attorney named in Mortgage Cr.

1958						
Mar.	37	Proceeds of first sale	500	00		
Dec.	2	Proceeds of second sale	6,500	00		
		Interest on $6,500.00 to 1/14/59 - 43 days	46	58	7,046	58
		Refund 1958 State and County taxes- 29 days	10	15	10	15
					7,056	73

LIBER 117 PAGE 555

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

James F. Hare
and
Margaret J. Hare, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,480 Equity.

ORDERED, This 19th day of June, 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 27th 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 27th day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th day of July, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
JUDGE

1959 JUN 19 PM 1:23

23

LIBER 117 PAGE 556

OFFIC_ OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1959

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq 12480

James F. Hare

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of July, 1959. The first insertion being made the 25th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,480 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
JAMES F. HARE and MARGARET J. HARE, his wife

Ordered, this 19th day of June, 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 27th 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 27th day of July next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
jy-9

FILED

No. M. G. 9835 1959 JUL 29 PM 3:57

24

LIBER 117 PAGE 551

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RAYMOND A. DIVVER AND NAOMI M. DIVVER, his wife	:	(In Equity) 12,492 Equity

Mr. Clerk:

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

1. Original Mortgage from the said Raymond A. Divver and Naomi M. Divver, his wife to Baltimore Federal Savings and Loan Association, dated September 4th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1059 folio 360.

Walter S. Calwell
Attorney Named in Mortgage

FILED
1958 JAN 16 AM 9:39

City and County Form.

No. 12,492 Equity

This Mortgage, Made this 4th day of September, in the year one thousand, nine hundred and fifty-six, between [redacted] RAYMOND A. DIVVER and NAOMI M. DIVVER, 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 SIX HUNDRED ($8,600.00) /[redacted] Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of Sixty-one and 62/100ths ($61.62) /[redacted] Dollars, commencing on the first day of November, 19 56, 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. 13 in Block D as shown on a plat entitled "Second Revised Plat, Bodkin Plains" dated February, 1953, by James D. Hicks, Surveyor, and recorded among the plat records of Anne Arundel County on July 1, 1954 in Plat Book 25, folio 12. BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by CONDUIT, INC., to the within named Mortgagors.

FILED "Plaintiff's Exhibit 'A'"

1958 JAN 16 AM 9:39

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 and 00/100ths ($90.00) Dollars payable half-yearly on the 9th days of February and August in each and every year.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary. and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of.....$100.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

WITNESS:

Robert F. Nayden

ROBERT F. NAYDEN

Raymond A. Divver (SEAL)

Raymond A. Divver (SEAL)

Naomi M. Divver (SEAL)

Naomi M. Divver (SEAL)

5

LIBER 117 PAGE 561

LIBER 1059 PAGE 363

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of September, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared ~~[illegible]~~ Raymond A. Divver and Naomi M. Divver, his wife, the herein named Mortgagors, and they acknowledged the aforegoing mortgage to be their act. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

Robert F. Nayden
ROBERT F. NAYDEN Notary Public.

Rec'd for record Sept. 6, 1956, at 1:31 P.M.
Mailed to Callahan & Calwell

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

RAYMOND A. DIVVER AND
NAOMI M. DIVVER, his wife

PLAINTIFF'S EXHIBIT "A"

Application No. ~~[illegible]~~ 48098
Written by pet
Approved by [illegible] Examine
Ready for Record

LIBER 117 PAGE 562

MILITARY AFFIDAVIT

Docket 17 folio 220
12,492 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of January 1958 before me, the subdcriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Raymond A. Divver and Naomi M. Divver, his wife against whom foreclosure proceedings were instituted were 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 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, that [illegible], and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell
Walter S. Calwell - Affiant

Clara M. Link
Clara M. Link - Notary Public

FILED
1958 JAN 16 AM 9:39

FILED
1958 JAN 16 AM 9:39

LIBER 117 PAGE 563 OFFIC OF 12,2..

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 Raymond A. Divver and Naomi M. Divver, his wife to Baltimore Federal Savings and Loan Association, dated September 4th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1059 folio 360 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tuesday, Feb. 18, 1958
at 4:00 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Hilda Road near Mountain Road, Pasadena Section.

Being known and designated as Lot No. 13 in Block D, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

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

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

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

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO. INC.,
Auctioneer F-13

No. 7

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

Raymond A. Divver

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of February, 1958. The first insertion being made the 23rd day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Naomi Tate

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

WALTER S. CALWELL,

Attorney Namedin Mortgage

VS.

RAYMOND A. DIVVER AND

NAOMI M. DIVVER, his wife

IN THE

LIBER 117 PAGE 564

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,492 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Raymond A. Divver and Naomi M. Divver, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **4th** day of **September** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1059** Folio 360 .

Amount of Mortgage	**$8600.00**
Less - amount paid on principal	209.32
	8390.68
Plus - interest to 2/18/1958	235.00
	8625.68
Less - balance in expense account	49.05
	8576.63

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **21st** day of **March** in the year nineteen hundred and **fifty-eight** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association**

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

WITNESS my hand and Notarial seal.

FILED

1958 MAR 22 AM 9:33

Clara M. Link

Clara M. Link Notary Public

8

~~Mortgagee's~~ Attorney's Bond.

I-369

LIBER 117 PAGE 565

LIBER 9 PAGE 259

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

262205

No. 12,492 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

EIGHTY-SIX HUNDRED AND 00/100 ($8600.00) Dollars,

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

Sealed with our seals, and dated this 14th day of February in the year nineteen hundred and fifty-eight.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Raymond A. Divver and Naomi M. Divver his wife to the Baltimore Federal Savings & Loan Association

bearing date the 4th day of September nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1059, Folio 360, and

Lot 13 Block "D" Bodkins Plains Anne Arundel Co Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

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

Signed, Sealed and Delivered
in the presence of

Clara M. Link

Attest:

V.N. Mercier
Assistant Secretary

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President G. Lee Burgess

FILED

1958 MAR 22 AM 9:33

Bond Approved this 22nd day of March 1958.
George T. Cromwell, Clerk

9

WALTER S. CALWELL, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY (In Equity)
RAYMOND A. DIVVER and NAOMI M. DIVVER, his wife	*	No. 12,492

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Petition of Walter S. Calwell, Attorney Named in Mortgage, respectfully represents:-

That acting under and in pursuance of the power of sale conferred upon your Petitioner in a Mortgage filed as "Exhibit 'A'" in these proceedings and after due notice, your Petitioner sold, on the premised the leasehold property known as Lot No. 13 in Block D as designated 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, on the 27th day of March, 1958 to The Cedarhurst Construction Company, subject to the payment of an annual ground rent of $90.00, for the sum of $7400.00.

That the purchaser, said The Cedarhurst Construction Company, paid to your Petitioner the sum of $500.00 as a deposit on account of the purchase price, at the time of sale, in accordance with the terms and provisions of the advertisement of sale; and that the sale has been reported to and duly ratified and confirmed by said Honorable Court on May 7th, 1958.

That your Petitioner has called upon said The Cedarhurst Construction Company to pay the balance of the purchase money for said property, in accordance with the terms and conditions upon which the sale was made, and although a considerable time has elapsed since the ratification of the sale and notwithstanding the importuning by your Petitioner the purchaser has failed to make settlement for said property and has indicated in the letter hereto attached as "Exhibit B", to your Petitioner, and prayed to be taken as a part hereof, that it will not consummate the transaction.

FILED
1958 NOV -3 PM 3:54

10

That it would be to the best interest of Baltimore Federal Savings and Loan Association, the holder of the Mortgage, the subject of these proceedings, that said property be re-advertised and re-sold for the highest price obtainable for the account, at the risk and expense of said The Cedarhurst Construction Company.

TO THE END THEREFORE, your Petitioner prays, that an Order be passed by this Honorable Court authorizing and directing your Petitioner to re-advertise and re-sell said leasehold property known as Lot No. 13 Block D as designated on a Plat entitled "Second Revised Plat, Bodkins Plains" recorded as aforesaid, for the account, at the risk and expense of said The Cedarhurst Construction Company, who has refused and failed to complete said purchase.

AND AS IN DUTY BOUND ETC.

Walter S. Calwell
Walter S. Calwell,
Attorney Named in Mortgage, Petitioner

STATE OF MARYLAND, CITY 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 City aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage, and he made oath in due form of Law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link - Notary Public

11

UPON the aforegoing Petition, Affidavit and Exhibit, it is this 6th day of November, 1958, by the Circuit Court for Anne Arundel County

ORDERED that Walter S. Calwell, Attorney Named in Mortgage, in these proceedings, be and he is hereby authorized and directed to readvertise and re-sell the property mentioned in this Petition, known as Lot No. 13 in Block D as designated 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 for the account, at the risk and expense of said The Cedarhurst Construction Company, former purchaser.

Matthew S. Evans
Judge

FILED
1958 NOV -6 PM 2:33

12

Federal Homes, Inc.

1025 FIDELITY BUILDING
BALTIMORE 1, MARYLAND
TELEPHONE: MU 5-2888

October 24, 1958

Callahan & Calwell
Attorneys at Law
Baltimore Federal Bldg.
Baltimore 2, Md.

Re: Bodkins Plains

Attention: Walter S. Calwell, Esq.

Sir:

This is to acknowledge receipt of your letter dated October 22, 1958.

Please be advised that I have no defense to your proposed action, and I hereby waive the one weeks' notice you were kind enough to extend to me.

Sincerely,
The Cedarhurst Construction Co.

Benjamin E. Masters

EXHIBIT "B"

FILED

1958 NOV -3 PM 3:54

13

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 Raymond A. Divver and Naomi M. Divver, his wife to Baltimore Federal Savings and Loan Association, dated September 4th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1059 folio 360 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Dec. 2, 1958
at 3:25 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Hilda Road near Mountain Road, Pasadena Section.

Being known and designated as Lot No. 13 in Block D, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

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

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

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

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

N-26

OFFICE OF LIBER 117 PAGE 570

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

Raymond A. Divver

12,492

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

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

FILED
1958
DEC -3 AM 11:58

14

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

RAYMOND A. DIVVER AND

NAOMI M. DIVVER, HIS WIFE

IN THE

LIBER 117 PAGE 571

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,492

AMENDED

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Raymond A. Divver and Naomi M. Divver, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the 4th day of **September, 1956** , and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1059** Folio 360 .

Amount of Mortgage	$8600.00
Less amount paid on principal	209.32
	8390.68
Plus - interest to 12/2/58	632.20
	9022.88
Less - balance in expense account	4.05
	9018.83

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 26th day of **November** 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.

Clara M. Link Notary Public

1958 DEC -6 AM 9:19

15

LIBER 117 PAGE 572

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 Raymond A. Divver and Naomi M. Divver, his wife to Baltimore Federal Savings and Loan Association, dated September 4th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1059 folio 360 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Dec. 2, 1958

at 3:25 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Hilda Road near Mountain Road, Pasadena Section.

Being known and designated as Lot No. 13 in Block D. as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

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

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

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

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

N-46

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
RAYMOND A. DIVVER AND NAOMI M. DIVVER, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 12,492

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 4th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1059 folio 360 from said Raymond A. Divver and Naomi M. Divver, hiswife 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 re- advertisement inserted in "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 and under an Order of this Court, dated November 6th, 1958 (after default having occurred thereunder) did, pursuant to said notice, on the 2nd day of December, 1958 at 3.25 P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County known and designated as Lot No. 13 in Block D as shown on Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforesaid Mortgage and in the attached advertisement of sale; for the account, at the risk and expense of The Cedarhurst Construction Company, former purchaser.

FILED

1958 DEC -6 AM 9:19

16

LIBER 117 PAGE 573

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 $90.00, at and for the sum of $6500.00, 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 4th day of December, 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, and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link
Clara M. Link, Notary Public

17

ORDER NISI

LIBER 117 PAGE 574

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

RAYMOND A. DIVVER AND
NAOMI M. DIVVER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,492 Equity

Ordered, this 6th day of December, 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 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $6500.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 DEC 6 AM 9:19

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

RAYMOND A. DIVVER AND
NAOMI M. DIVVER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 13th 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 13 PM 1:11

18

LIBER 117 PAGE 575

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. 12,492 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
RAYMOND S. DIVVER and
NAOMI M. DIVVER, his wife

Ordered, this 8th day of December, 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 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $6,500.00.

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

No. M. G. 16840

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Calw - Eq. 12492

Raymond S. Divver

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 January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JAN -7 9:48

By Mary Tate

19

In the Case of

LIBER 117 PAGE 576

Walter S. Calwell,
Attorney named in Mortgage
VS.
Raymond A. Divver
and
Naomi M. Divver, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,492 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.

Louisa R. Jacklung
Auditor.

June 11, 1959

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Raymond A. Divver and Naomi M. Divver, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	241	29	341	29
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	75		
Auditor - stating this account	13	50	56	25
To Attorney for Expenses, viz:				
Capital-Gazette Press -first advertisement of sale	43	76		
Capital-Gazette Press -second advertisement of sale	43	76		
Capital-Gazette Press - third advertisement of sale	43	76		
Capital-Gazette Press - order nisi (first sale)	8	00		
Capital-Gazette Press - order nisi (second sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co.-bond premium	34	40		
E.T. Newell & Co.,Inc. -auctioneer's fee (first sale)	25	00		
E.T. Newell & Co., Inc. -auctioneer's fee (second sale)	25	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Clara M. Link - six affidavits	3	00	247	83
To Attorney for Ground Rent, viz:				
Semi-annual ground rent ($45.00) due 2/9/59 - 3 months 23 days	28	25	28	25
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,379	74	6,379	74
			7,053	36
Amount of mortgage claim filed	9,018	83		
Cr. Amount allowed above	6,379	74		
Balance subject to decree in personam	2,639	09		

21

with Walter S. Calwell, Attorney named in Mortgage Cr.

1958						
Mar.	27	Proceeds of First sale	500	00		
Dec.	2	Proceeds of Second Sale	6,500	00		
		Interest on deferred payment of $6,000.00 to 1/14/59 - 43 days	43	00	7,043	00
		Refund 1958 State and County taxes 29 days	10	36	10	36
					7,053	36

LIBER 117 PAGE 579

1959 JUN 17 PM 2:35 FILED

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Raymond A. Divver
and
Naomi M. Divver, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,492 Equity.

ORDERED, This 17th day of June, 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 27th 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 27th day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th day of July, 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 JUL 31 AM 11:53

Benjamin Michaelson
JUDGE

27

LIBER 117 PAGE 580

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1959

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq. 12492

Raymond A. Divver

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of July, 1959. The first insertion being made the 25th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

No. M. G. 9820 1959

FILED JUL 29 PM 3:50

24

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,492 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
Versus
RAYMOND A. DIVVER and
NAOMI M. DIVVER, his wife

Ordered, this 17th day of June, 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 27th 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 27th day of July next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
jy-9

LIBER 117 PAGE 581

MEYER MINDEL, ATTORNEY NAMED IN MORTGAGE	:	
	:	IN THE
VS	:	CIRCUIT COURT
RODGER W. KISER Sometimes Known as ROGER W. KISER: And MARGARET KISER, His Wife	:	FOR ANNE ARUNDEL COUNTY
	:	IN EQUITY No. 11,865

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

ORDER TO DOCKET MORTGAGE FORECLOSURE SUIT

Mr. Clerk:

Please docket suit in the above entitled case and file the accompanying Mortgage as Plaintiff's Exhibit No. 1, and file the accompanying Assignment of Mortgage as Plaintiff's Exhibit No. 2, the said Mortgage being now in default.

Meyer Mindel

Meyer Mindel, Attorney Named In Mortgage

FILED

1956 SEP 10 AM 9:39

THIS MORTGAGE, Made this 3rd day of September, 1955, by and between RODGER W. KISER, sometimes known as ROGER W. KISER, and MARGARET KISER, his wife, Mortgagors, of Anne Arundel County, State of Maryland, of the first part, and POPLAR REALTY INC., a body corporate, of the State of Maryland, Mortgagee, of the second part.

WHEREAS the said Mortgagors stand and are justly indebted unto the said Mortgagee in the full and just sum of Five Thousand One Hundred Fifty Dollars ($5,150.00), the same being money this day advanced by said Mortgagee to said Mortgagors, which said Mortgage Debt the said Mortgagors agree to repay unto the said Mortgagee as follows:

To pay the sum of Thirty-Five Dollars Seventy-Five Cents ($35.75) monthly hereafter as principal until the full sum of Five Thousand One Hundred Fifty Dollars ($5,150.00) shall be paid; at the same time to also pay the sum of Twenty-Five Dollars Seventy-Five Cents ($25.75) each month as interest upon the Mortgage Debt, with the understanding that said monthly interest shall abate fifty cents (50¢) upon the payment of each One Hundred Dollars ($100.00) on account of said principal; and at the same time also to pay the sum of Seven Dollars Fifty Cents ($7.50) each month, being the present estimated one-twelfth of the annual taxes, insurance premiums and other public charges or assessments for which the property is liable, and if said one-twelfth of the aforesaid charges are insufficient to pay said charges or any additional charges for which the property may be or become liable, then upon demand of said Mortgagee, its successors or assigns, the Mortgagors, their personal representatives, heirs or assigns shall pay such additional monthly amounts as shall be necessary to pay said charges.

Said monthly payments shall become due on the first of each month, the first payment becoming due on October 1, 1955.

Interest is to be paid at the rate of six per cent per annum, the monthly interest to abate fifty cents (50¢) upon the payment of each One Hundred Dollars ($100.00) on account of said principal.

And to secure the prompt payment of said Mortgage Debt and other payments provided herein, these presents are executed, the execution thereof having been agreed upon as a condition precedent to the granting of said advance.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said RODGER W. KISER, sometimes known as ROGER W. KISER, and MARGARET KISER, his wife, do grant and convey unto POPLAR REALTY INC., a body corporate, its successors and assigns, in fee simple all that lot of ground situate and lying in the Third Election District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEGINNING for the same on the Northwest side of Chestnut Hill Avenue, at a point distant 405.49 feet Southwesterly from the Southwesterly side of Ritchie Highway; running thence binding on the Northwest side of Chestnut Hill Avenue, South 69 degrees 54 minutes West 50 feet to the end of the fourth line of the land described in a deed from Charles R. Kiser and wife to Agnes A. Geoghan, dated March 2nd, 1946, and recorded among the Land Records of Anne Arundel County; running thence reversely on said line,

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1956 SEP 10 AM 9:39

Plaintiff's Exhibit No 1

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North 20 degrees 6 minutes West, 201.25 feet, more or less to intersect the third line of the land described in a deed from Conrad Listman and wife to Herman Clemons and wife, dated March 22, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 306, folio 14; running thence on said third line North 69 degrees 54 minutes East 50 feet to a point, running thence parallel to the second line of this description, South 20 degrees 6 minutes East 201.25 feet, more or less, to the place of beginning.

BEING the same lot which by deed dated March 2, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 353 Folio 182 was granted and conveyed by Charles R. Kiser and wife to the Mortgagors.

It is particularly understood and agreed that if the Mortgage Debt is paid before maturity, six month's interest at the rate specified in this Mortgage on the amount prepaid shall be paid to the Mortgagee.

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.

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.

Mortgagors agree to pay a "Late Charge" of five per cent of any installment which is not paid within Fifteen (15) days of the due date thereof, to cover the extra expense involved in the handling of such delinquent payments.

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

TO HAVE AND TO HOLD the aforesaid lot of ground and premises unto and to the proper use and benefit of Poplar Realty Inc., a body corporate, its successors and assigns, forever, in fee simple.

PROVIDED, That if the said Rodger W. Kiser, sometimes known as Roger W. Kiser, and Margaret Kiser, his wife, their executors, administrators, heirs or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of Five Thousand One Hundred Fifty Dollars ($5,150.00) 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 for thirty (30) days as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Meyer Mindel, the duly authorized Attorney or Agent of the said Mortgagee, its successors or assigns

after any default in the covenants or conditions of this Mortgage for thirty days, 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 counsel fee of One Hundred Fifty Dollars ($150.00) for conducting the proceedings and also 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 hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court Costs and all expenses incident to the foreclosure proceedings under this Mortgage including a counsel fee of Seventy-Five Dollars ($75.00) 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, counsel fee and commission the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors or assigns, or Meyer Mindel, 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, counsel fee 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, counsel fee and commission.

AND it is agreed that until default be made in the premises, the said parties of the first part, their executors, administrators, heirs or assigns, shall possess the aforesaid property upon paying in the meantime all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the Mortgage Debt and interest, hereby secured; 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 hereby mortgaged property to the amount of at least Five Thousand One Hundred Fifty Dollars ($5,150.00) 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 party of the second part to the extent of its lien or claim thereunder.

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WITNESS the hands and seals of said Mortgagors.

Rodger W. Kiser (SEAL)
Rodger W. Kiser

Sometimes known as: Roger W. Kiser (SEAL)
Roger W. Kiser

Mary G Ross
Witness as to all
Mary G.Ross

Margaret Kiser (SEAL)
Margaret Kiser

STATE OF MARYLAND, CITY OF BALTIMORE, S.S.:

I HEREBY CERTIFY THAT ON this 3rd day of September, 1955 before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared RODGER W. KISER, sometimes known as ROGER W. KISER, and MARGARET KISER, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared MEYER MINDEL, Vice-President of POPLAR REALTY INC., a body corporate, Mortgagee, and he 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.

Mary G Ross
Mary G. Ross, Notary Public

Rec'd for record Sept. 6, 19 55, at 9 A.M.
Per George T. Cromwell, Clerk.
Mailed to Meyer Mindel Attorney
Balt. 1, Md.

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LIBER 117 PAGE 586
LIBER 1030 PAGE 202

THIS ASSIGNMENT OF MORTGAGES, Made this 22nd day of May, 1956, by POPLAR REALTY INC., a body corporate, of the State of Maryland, party of the first part, and THE BOND REALTY COMPANY, a body corporate, of the same State, party of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, receipt of which is hereby acknowledged, the said party of the first part does hereby grant and assign unto the party of the second part without recourse, all its right, title and interest in the following mortgages made to the party of the first part:

(1.) Mortgage from Fay C. Strosnider and Agnes E. Strosnider, his wife, dated January 24, 1956 and recorded among the Land Records of Anne ArundelCounty in Liber G.T.C. No. 996 folio 346, etc., which Mortgage covers the property at the intersection of the South side of Evelyn Avenue and the West side of Franklin Avenue.

(2.) Mortgage from Oswell Nicholson and Grace Nicholson, his wife, dated October 15, 1955 and recorded among said Land Records in Liber G.T.C. No. 973 folio 84, etc., which Mortgage covers 11 Jackson Avenue or Road.

(3.) Mortgage from Rodger W. Kiser, sometimes known as Roger W. Kiser, and Margaret Kiser, his wife, dated September 3, 1955 and recorded among said Land Records in Liber G.T.C. No. 961 folio 157, etc.

AS WITNESS the Corporate Seal of the party of the first part and the signature of its President the day and year first above written.

POPLAR REALTY INC.

Mary G. Ross, Witness

By Lottie E. Jacobs, President

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 22nd day of May, 1956, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared LOTTIE E. JACOBS, President of Poplar Realty Inc., a body corporate, and she acknowledged the foregoing Assignment of Mortgages to be the act of said body corporate.

As Witness my hand and Notarial Seal.

Mary G. Ross, Notary Public

Rec'd for record May 24, 1956 at 12 01 P.M.
Mailed to Meyer Mindel, atty.

FILED
1956 SEP 10 AM 9:39

Plaintiff's Exhibit No. 2

LIBER 117 PAGE 587

MEYER MINDEL, ATTORNEY
NAMED IN MORTGAGE

Plaintiff
VS.
RODGER W. KISER
Sometimes Known As ROGER W. KISER
And
MARGARET KISER, His Wife

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

~~BALTIMORE COUNTY~~
In Equity
Docket No. ____, Folio ____

Case No. 11,865

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, Baltimore City ~~BALTIMORE COUNTY~~, To wit:

I HEREBY CERTIFY that on this 7th day of SEPTEMBER, 1956, before me, the Subscriber, a Notary Public in and for the State of Maryland, City ~~County~~ of Baltimore, personally appeared Meyer Mindel, Attorney Named In Mortgage and made oath in due form of Law that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

(1) Said defendant(s) are not in the Military Service of the United States.

(2) Said defendant(s) are not in the Military Service of any Nation allied with the United States.

(3) Said defendant(s) have not been ordered to report for induction under the Selective Trainging and Service Act.

(4) Said defendant(s) are not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

Meyer Mindel
Meyer Mindel, Attorney Named In Mortgage — Affiant

Mary G. Ross
Mary G. Ross, Notary Public

FILED
1956 SEP 10 AM 9:39

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LIBER 117 PAGE 588

MEYER MINDEL, ATTORNEY : IN THE

NAMED IN MORTGAGE : CIRCUIT COURT FOR
Plaintiff

ANNE ARUNDEL COUNTY

VS : ~~XXXXXXXXXXXXXXX~~
In Equity

RODGER W. KISER
Sometimes Known As ROGER W. KISER Docket No. 16, Folio 319

And

MARGARET KISER, His Wife : Case No. 11,865
Defendants

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, Baltimore City ~~XXXXXXXXXXXXXXX~~, To Wit:

I HEREBY CERTIFY, that on this 30th day of September 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City), personally appeared Meyer Mindel, 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 ~~is~~ are not in the Military Service of the United States of America;

(2) Said Defendants ~~is~~ are not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendants ~~has~~ have not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendants ~~is~~ are not ~~a~~ members of the Enlisted Reserve Corps who has been ordered to report for Military Service:

Meyer Mindel, ~~XXXXXXXXXXXXX~~
Attorney Named In Mortgage

Mary A. Lisiecki Affiant

Mary A. Lisiecki,
Notary Public

FILED

1958 OCT -1 AM 9:27

10

MEYER MINDEL, ATTORNEY NAMED IN MORTGAGE Plaintiff	:	Equity No. 11,865 IN THE CIRCUIT COURT FOR
vs	:	ANNE ARUNDEL COUNTY
RODGER W. KISER Sometimes Known as ROGER W. KISER and MARGARET KISER, His Wife Defendants	:	IN EQUITY DOCKET 16, FOLIO 319

: :

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of The Bond Realty Company, Assignee of the mortgage from Rodger W. Kiser, sometimes known as Roger W. Kiser, and Margaret Kiser, his wife, to Poplar Realty Inc. dated September 3, 1955, recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 961 folio 157, which mortgage was on May 22, 1956 assigned to The Bond Realty Company.

	October 1, 1958
Original amount of mortgage	$5,150.00
Paid on account of principal	1,271.25
	$3,878.75
Interest from July 1, 1958 to Oct. 10, 1958	64.63
Late charge for July, August and September	10.35
	$3,953.73
Expense account credit	20.13
Total due	$3,933.60

THE BOND REALTY COMPANY

By: Meyer Mindel
Meyer Mindel, President

Meyer Mindel
Meyer Mindel, Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 1st day of October, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared Meyer Mindel, Attorney Named in Mortgage, and Meyer Mindel, President of The Bond Realty Company, and made oath in due form of law that the aforegoing is a true and just statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Mary A. Fowler
Notary Public

FILED
1958 OCT -1 AM 9:27

11

Jud. 14042.

LIBER 117 PAGE 590

MORTGAGEE OR ATTORNEYS' BOND

No. 11865 County

LIBER 9 PAGE 424

Know all Men by these Presents:

THAT WE Meyer Mindel

111 N. Charles Street, Baltimore 1, Maryland

of

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five thousand and 00/100 ($5,000.00) - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, 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* 25th *day of* September *in the year of our Lord nineteen hundred and* fifty-eight.

WHEREAS, the above bounden Meyer Mindel *by virtue of a power contained in mortgage from* Rodger W. Kiser sometimes known as Roger W. Kiser and Margaret Kiser, his wife *to* Poplar Realty, Inc. (which mortgage was on 5/22/56 assigned to The Bond Realty Company) *dated* September 3, 1955 *and recorded in Liber* G.T.C. *No.* 961 *folio* 157 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* Meyer Mindel *is about to execute the power vested in him in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Mary A. Lisiecki
Mary A. Lisiecki

Meyer Mindel [SEAL]
Meyer Mindel

[SEAL]

MARYLAND CASUALTY COMPANY

By Edward Annen
Edward Annen

ATTEST:

Carol Bates
Carol Bates

FILED

1958 OCT -1 AM 9:27

Read, approved this 1st day of October, 1958
George T. Cornwell, Clk

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OK.

LIBER 117 PAGE 591

MEYER MINDEL, ATTORNEY	:	IN THE
NAMED IN MORTGAGE Plaintiff	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity
VS	:	~~BALTIMORE COUNTY~~
RODGER W. KISER Sometimes Known As ROGER W. KISER	:	Docket No. 16, Folio 319
And MARGARET KISER, His Wife Defendants	:	Case No. 11,865

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE ~~COUNTY~~ City To Wit:

I HEREBY CERTIFY, that on this 13th day of March 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City), personally appeared Meyer Mindel, 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 of America;

(2) Said Defendants are not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendants have not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendants are not a members of the Enlisted Reserve Corps who has been ordered to report for Military Service:

Mary A. Lisiecki
Mary A. Lisiecki, Notary Public

Meyer Mindel
Meyer Mindel, Affiant
Attorney Named In Mortgage

FILED

1959 MAR 13 AM 10:45

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LIBER 117 PAGE 592

MEYER MINDEL, ATTORNEY	:	Equity No. 11,865
NAMED IN MORTGAGE Plaintiff	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs	:	IN EQUITY
RODGER W. KISER Sometimes Known as ROGER W. KISER and MARGARET KISER, His Wife Defendants	:	DOCKET 16, FOLIO 319

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of The Bond Realty Company, Assignee of the mortgage from Rodger W. Kiser, sometimes known as Roger W. Kiser and Margaret Kiser, his wife, to Poplar Realty Inc. dated September 3, 1955, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 961 folio 157, which mortgage was on May 22, 1956 assigned to The Bond Realty Company.

March 13, 1959

Original amount of mortgage	$5,150.00
Paid on account of principal	1,525.25
	$3,624.75
Interest from Jan. 1, 1959 to April 15, 1959	63.42
Late Charge for Jan., Feb., March and April, 1959	13.80
Expense account debit	15.42
Total due	$3,717.39

THE BOND REALTY COMPANY

By: Meyer Mindel
Meyer Mindel, President

Meyer Mindel
Meyer Mindel, Attorney
Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, To wit:

I HEREBY CERTIFY, That on this 13th day of March, 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared Meyer Mindel, Attorney Named in Mortgage, and Meyer Mindel, President of The Bond Realty Company, and made oath in due form of law that the aforegoing is a true and just statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Mary A. Lisicka
Notary Public

FILED
1959 MAR 13 AM 10:45

14

MEYER MINDEL, Solicitor
111 N. Charles Street
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

ON CHESTNUT HILL AVE. IN EARLEIGH HEIGHTS THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of the power of sale and authority contained in a mortgage from Rodger W. Kiser, sometimes known as Roger W. Kiser and Margaret Kiser, his wife to Poplar Realty Inc. dated September 3, 1955, recorded among the Land Records of Anne Arundel County in G.T.C. No. 961, folio 157, which mortgage was on May 22, 1956 assigned to The Bond Realty Company, said assignment being recorded among said Land Records in G.T.C. No. 1030 folio 202 (default having occurred thereunder), the undersigned, the attorney named in said mortgage will sell at public auction on the premises on Chestnut Hill Avenue, Earleigh Heights on

Wednesday,
April 15, 1959
at 3 p.m.

all that lot of ground in the Third District of Anne Arundel County, Maryland described as follows:

BEGINNING for the same on the Northwest side of Chestnut Hill Avenue, at a point distant 405.49 feet Southwesterly from the Southwesterly side of Ritchie Highway; running thence binding on the Northwest side of Chestnut Hill Avenue, South 69 degrees 54 minutes West 50 feet to the end of the fourth line of the land described in a deed from Charles R. Kiser and wife to Agnes A. Geoghan, dated March 2nd, 1946, and recorded among the Land Records of Anne Arundel County; running thence reversely on said line, North 20 degrees 6 minutes West, 201.25 feet, more or less to intersect the third line of the land described in a deed from Conrad Listman and wife to Herman Clemons and wife, dated March 22, 1944, and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 306, Folio 14; running thence on said third line North 69 degrees 54 minutes East 50 feet to a point, running thence parallel to the second line of this description, South 20 degrees 6 minutes East 201.25 feet, more or less, to the place of beginning.

The above lot is in fee simple and is improved by a brick veneer over cinder block dwelling. The property will be sold subject to conditions, restrictions, and agreements of record affecting same, if any.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments shall be adjusted to date of sale.

MEYER MINDEL
Attorney named in Mortgage.
E. T. Newell & Co., Inc.,
Auctioneers. A-9

LIBER 117 PAGE 593 OFFICE OI

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1959

We hereby certify, that the annexed

Mortgage Sale

Rodger W. Kiser

Equity No. 11,865

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 April, 1959. The first insertion being made the 19th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 APR 13 By W. Tilghman

LIBER 117 PAGE 594

MEYER MINDEL, ATTORNEY NAMED IN MORTGAGE Plaintiff	:	EQUITY NO. 11,865
vs	:	IN THE CIRCUIT COURT FOR
RODGER W. KISER Sometimes Known as ROGER W. KISER And MARGARET KISER, His Wife Defendants	:	ANNE ARUNDEL COUNTY IN EQUITY DOCKET 16 FOLIO 319

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

MEYER MINDEL, Solicitor
111 N. Charles Street
Baltimore 1, Maryland D.K.

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY

ON CHESTNUT HILL AVE. IN EARLEIGH HEIGHTS THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of the power of sale and authority contained in a mortgage from Rodger W. Kiser, sometimes known as Roger W. Kiser and Margaret Kiser, his wife to Poplar Realty Inc. dated September 3, 1955, recorded among the Land Records of Anne Arundel County in G.T.C. No. 961, folio 157, which mortgage was on May 22, 1956 assigned to The Bond Realty Company, said assignment being recorded among said Land Records in G.T.C. No. 1030 folio 202 (default having occurred thereunder), the undersigned, the attorney named in said mortgage will sell at public auction on the premises on Chestnut Hill Avenue, Earleigh Heights on

Wednesday,
April 15,, 1959
at 3 p.m.

all that lot of ground in the Third District of Anne Arundel County, Maryland described as follows:

BEGINNING for the same on the Northwest side of Chestnut Hill Avenue, at a point distant 405.49 feet Southwesterly from the Southwesterly side of Ritchie Highway; running thence binding on the Northwest side of Chestnut Hill Avenue, South 69 degrees 54 minutes West 50 feet to the end of the fourth line of the land described in a deed from Charles R. Kiser and wife to Agnes A. Geoghan, dated March 2nd, 1946, and recorded among the Land Records of Anne Arundel County; running thence reversely on said line, North 20 degrees 6 minutes West, 201.25 feet, more or less to intersect the third line of the land described in a deed from Conrad Listman and wife to Herman Clemons and wife, dated March 22, 1944, and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 306, Folio 14; running thence on said third line North 69 degrees 54 minutes East 50 feet to a point, running thence parallel to the second line of this description, South 20 degrees 6 minutes East 201.25 feet, more or less, to the place of beginning.

The above lot is in fee simple and is improved by a brick veneer over cinder block dwelling. The property will be sold subject to conditions, restrictions, and agreements of record affecting same, if any.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments shall be adjusted to date of sale.

MEYER MINDEL
Attorney named in Mortgage.
E. T. Newell & Co., Inc.,

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 15th day of April, 1959, sold the property described in the attached advertisement of sale at and for the sum of $5600 W/X to JOSEPH R. KISER being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made. E.T. NEWELL Co, INC., AUCTIONEER

BY Jacob Gorry
E. T. Newell & Co., Inc., Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 15th day of April, 1959, purchased the property described in the attached advertisement of sale from Meyer Mindel, Attorney Named In Mortgage, at and for the sum of $5600 W/X and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Joseph R. Kiser
Purchaser

Test:
Meyer Mindel

FILED
1959 APR 16 AM 9:23

16

O.R.

MEYER MINDEL, ATTORNEY NAMED IN MORTGAGE Plaintiff	:	Equity No. 11,865
vs	:	IN THE CIRCUIT COURT FOR
RODGER W. KISER Sometimes Known as ROGER W. KISER and MARGARET KISER, His Wife Defendants	:	ANNE ARUNDEL COUNTY IN EQUITY DOCKET 16 FOLIO 319

: : : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Meyer Mindel, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows that after giving bond for the faithful discharge of his trust, which bond was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceeding the day of sale, the said Meyer Mindel, Attorney Named in said mortgage, did, pursuant to said notice, on the 15th day of April, 1959 at 3:00 o'clock P.M. sell on the premises the fee simple property mentioned and described in said mortgage, and in the advertisement attached to the Auctioneer's certificate made a part hereof, unto Joseph R. Kiser at and for the sum of Five Thousand Six Hundred Dollars ($5,600.00) cash, the said Joseph R. Kiser having offered the greatest price therefor.

Meyer Mindel

Meyer Mindel, Attorney Named In Mortgage

FILED
1959 APR 16 AM 9:2

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of April, 1959, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Meyer Mindel, Attorney Named in Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Mary A. Lisiecki

Mary A. Lisiecki, Notary Public

17

LIBER 117 PAGE 596

ORDER NISI

MEYER MINDEL, ATTORNEY NAMED IN MORTGAGE

versus

RODGER W. KISER, Sometimes known as ROGER W. KISER and MARGARET KISER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,865 Equity

Ordered, this 16th day of April, 1959, That the sale of the Property in these proceedings mentioned made and reported by Meyer Mindel, Attorney Named in the Mortgage

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

The report states that the amount of sale was $5600.00

George T. Cromwell Clerk.

True Copy,
FILED
1959 APR 16 AM 9:23

TEST: _____ Clerk.

(Final Order)

MEYER MINDEL, ATTORNEY NAMED IN MORTGAGE

versus

RODGER W. KISER, Sometimes known as ROGER W. KISER and MARGARET KISER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 26th day of May, 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 MAY 26 PM 3:33

18

Jud. 14042.

LIBER 9 PAGE 581 LIBER 117 PAGE 597

Additional
MORTGAGEE OR ATTORNEYS' BOND

No. 11,865-Equity

Know all Men by these Presents:

THAT WE Meyer Mindel

111 N. Charles Street

of Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the ~~full and just~~ additional sum of Six Hundred and 00/100 ($ 600.00) . . . . . 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 16th day of April in the year of our Lord nineteen hundred and fifty-nine.

WHEREAS, the above bounden Meyer Mindel by virtue of a power contained in mortgage from Rodger W. Kiser, sometimes known as Roger W. Kiser and Margaret Kiser, his wife to Poplar Realty, Inc.
(Which Mortgage was on 5/22/56 assigned to The Bond Realty Company)
dated September 3, 1955 and recorded in Liber GTC No. 961 folio 157 etc., one of the Land Record Books of Anne Arundel County, Maryland is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said Meyer Mindel is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Mary A. Lisiecki
Mary A. Lisiecki

Meyer Mindel [SEAL]
Meyer Mindel

[SEAL]

MARYLAND CASUALTY COMPANY

By Edward Annen
Edward Annen, Attorney-in-fact

ATTEST:

L. Pill
L. Pill

Bdd'l Bond approved
this 20-april 1959
George T. Cromwell
19 clerk

FILED

1959 APR 20 AM 9:13

LIBER 117 PAGE 598 FFIC 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. 11,865 Equity

Meyer Mindel, Attorney Named in Mortgage

versus

Rodger W. Kiser, Sometimes known as Roger W. Kiser and Margaret Kiser, his wife

Ordered, this 16th day of April, 1959, That the sale of the Property in these proceedings mentioned made and reported by Meyer Mindel, Attorney Named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of May next.

The report states that the amount of sale was $5600.00

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
M-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 19, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,865

Rodger W. Kiser

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of May, 1959. The first insertion being made the 23rd day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 7227 1959 MAY 19 PM 1:08 By H. Tilghman

20

In the Case of

Meyer Mindel,
Attorney named in Mortgage
vs.
Rodger W. Kiser (sometimes
known as Roger W. Kiser) and
Margaret Kiser, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,865 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. Jackling
Auditor

June 24, 1959

FILED
1959 JUN 11 11:38

Copy of Order Nisi rece. this day of June, 1959 MARYLAND GAZETTE
Inc. Capital Gazette Press, Inc.
By

Dr. Meyer Mindel, Attorney named in Mortgage vs. Rodger W. Kiser in ac. (sometimes known as Roger W. Kiser) and Margaret Kiser, his wife

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	199	58	349	58
To Attorney for Court costs, viz:				
Clerk of Court - final Court costs	23	25		
Auditor - stating this account	18	00	41	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - additional bond premium	2	40		
E.T. Newell & Co.,Inc. -auctioneer's fee	175	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	6	60		
Mary A. Lisiecki - notary fees	1	50	260	32
To The Bond Realty Co., Assignee of the mortgage filed in these proceedings - in full for mortgage claim filed	3,717	39	3,717	39
To Refrigeration Finance Co., judgment creditor - in full for claim in #A-1162 Law, viz:				
Debt $ 1,183.92				
Interest from 2/19/59 to 4/15/49 - 55 days 10.85				
Court costs 20.55				
Fi. Fa. 3.75				
Sheriff's costs 9.43				
Recording order of satisfaction .75				
	1,229	25	1,229	25
To Rodger W. Kiser (sometimes known as Roger W. Kiser) and Margaret Kiser, his wife, mortgagors - this balance	111	95	111	95
			5,709	74

with Meyer Mindel, Attorney named in Mortgage Cr.

1959				
Apr.	15	Proceeds of Sale	5,600 00	
		Interest on deferred payment of $5,100.00 to 6/17/59	52 70	5,652 70
		Refund 1959 State and County taxes 8 months 15 days	57 04	57 04
				5,709 74

LIBER 117 PAGE 602

ORDER NISI

Meyer Mindel,

Attorney named in Mortgage

VERSUS

Rodger W. Kiser (sometimes known as Roger W. Kiser) and Margaret Kiser, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,865 Equity.

ORDERED, This 29th day of June, 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 3rd 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 3rd day of August next.

George T. Cromwell Clerk

JUN 29 AM 11:38 1959

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of August, 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 AUG -4 PM 3:48

Benjamin Michaelson

Judge.

94

LIBER 117 PAGE 603 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. 11,865 Equity
MEYER MINDEL
Attorney named in Mortgage
versus
RODGER W. KISER (Sometimes known as ROGER W. KISER)
and
MARGARET KISER, his wife

Ordered, this 29th day of June, 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 3rd 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 3rd day of August next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Jy-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1959

We hereby certify, that the annexed

Order Nisi - Audi. Acct. Eq. 11865

Rodger W. Kiser

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of August, 1959. The first insertion being made the 2nd day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 9184 1959 JUL 29 PM 3:51 By Marie Yates