LIBER 118 PAGE 1

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RICHARD R. SLAGLE AND JANET E. SLAGLE, HIS WIFE	:	(In Equity) No 12,624 Equity 17-295

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 Richard R. Slagle and Janet E. Slagle, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076 folio 14.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 APR 22 PM 2:54

City and County Form.

LIBER 118 PAGE 2

No. 12,624 Equity

LIBER 1076 PAGE 14

This Mortgage, Made this 1st day of November, in the year one thousand, nine hundred and fifty-six, between RICHARD R. SLAGLE and JANET E. SLAGLE, 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 Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of SIXTY-FOUR and 46/100ths ($64.46) Dollars, commencing on the first day of January, 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 No. 12, in Block A, as designated and shown on a Plat entitled "Second Revised Plat, Bodkin Plains" dated February, 1953 and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 12 on July 1, 1954.

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 which was granted and assigned by The Wilco Holding Company unto the within named Mortgagors.

FILED

1958 APR 22 PM 2:54

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 and00/100ths ($90.00) Dollars payable half-yearly on the 1st 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.....$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 the corporate seal of the said Mortgagor, and the signature of its Vice-President.

WITNESS:

Richard R. Slagle (SEAL)
RICHARD R. SLAGLE

(SEAL)

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

Janet E. Slagle (SEAL)
JANET E. SLAGLE

(SEAL)

LIBER 118 PAGE 5

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: LIBER 1076 PAGE 17

On this 1st day of November, 19 56, before me, a Notary Public of said State, personally appeared Richard R. Slagle and Janet E. Slagle, 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, [illegible] 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 Nov. 2, 1956, at 1:32 P.
Mailed to Callahan & Calwell

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

RICHARD R. SLAGLE AND
JANET E. SLAGEL, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Application No. 42022
Written by D.H.
Approved by [illegible] Examiner
Ready for Record [illegible]

LIBER 118 PAGE 6

No 12,624 Equity

MILITARY AFFIDAVIT

Docket 17 folio 295

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of April 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 Richard R. Slagle and Janet E. Slagle, 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

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1958 APR 22 PM 2:54

6

WALTER S. CALWELL, - LIBER 118 PAGE 7

IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

RICHARD R. SLAGEE AND

No. 12,624

JANET E. SLAGLE, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Richard R. Slagle and Janet E. Slagle, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **1st** day of **November** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1076** Folio **14** .

Amount of Mortgage	**$8995.00**
Less - amount paid on principal	**239.94**
	8755.06
Plus - interest to 5/21/1958	249.56
	9004.62
Plus - overdraft in expense account	100.66
	9105.28

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **16th** day of **May** in the year nineteen hundred and **fifty-eight** before me, the subscriber a Notary Public of the State of Maryland in and for 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.

Clara M. Link Notary Public

FILED

1958 MAY 20 AM 10:53

7

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 Richard R. Slagle and Janet E. Slagle, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076 folio 14 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction on the premises on

Wed., May 21, 1958, at 3:30 P.M. (E.D.T.)

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

Being known and designated as Lot No. 12, in Block A, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Plat Records of Anne Arundel County in Plat Book 25 folio 12.

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

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes, round 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. M-15

LIBER 118 PAGE 8

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
RICHARD R. SLAGLE AND JANET E. SLAGLE, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

No. 12,624 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076 folio 14 from said Richard R. Slagle and Janet E. Slagle, 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 21st day of May, 1958 at 3.30 P.M. E.D.T.) attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 12, in Block A, as designated and 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, on July 1, 1954; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED
1958 MAY 24 AM 10:15

8

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 The Cedarhurst Construction Company, subject to the payment of an annual ground rent of $90.00, at and for the sum of Seventy-six Hundred ($7600.00) 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 23rd day of May, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared 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 118 PAGE 10

Walter S. Calwell
Attorney Named in Mortgage

versus

Richard R. Slagle and
Janet E. Slagle

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,624 Equity

Ordered, this 24th day of May, 19 , 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 30th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of June next.

The report states that the amount of sales was $ 7600.00

George T. Cromwell Clerk.

True Copy,

Filed 1958 May 24 - AM 10:15

TEST: Clerk.

(Final Order)

Walter S. Calwell
Attorney Named in Mortgage

versus

Richard R. Slagle and
Janet E. Slagle

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of July, 19 58, that the sale made and reported by the Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1958 JUL -9 AM 11:39

19

~~Mortgagee and~~ Attorney's Bond

1-369

LIBER 118 PAGE 11

263171

No 12,624

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Equity

LIBER 9 PAGE 307

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINETY-TWO HUNDRED AND 00/100 (9200.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th - - - - - - - - - - - - - - - - day of May - - - - - - - - - - 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 Richard E. Slagle and Janet E. Slagle his wife, to the Baltimore Federal Savings & Loan Association bearing date the 1st day of November nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1076, Folio 14, and

Lot 12 Block "A" Bodkins Plains
Anne Arundel County - Maryland

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Link

~~Attest:~~ Witness as to Surety:

M S Kraus
M.S. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By [signature]
F. T. Nichols Attorney-in-Fact

Bond approved this 20th day of May 1958
George T. Cromwell
Clerk

FILED 1958 MAY 20 AM 10:53

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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 Richard R. Slagle and Janet E. Slagle, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076 folio 14 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction on the premises on

Wed., May 21, 1958, at 3:30 P.M. (E.D.T.)

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

Being known and designated as Lot No. 12, in Block A, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Plat Records of Anne Arundel County in Plat Book 25 folio 12.

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

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

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

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer. M-15

12

LIBER 118 PAGE 12 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 2, 1958

We hereby certify, that the annexed

Attorney's Sale

12,624

Richard R. Slagle

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of May, 1958. The first insertion being made the 24th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
By N. Tilghman
1958 JUN -4 PM 12:32

LIBER 118 PAGE 13 OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,624 Equity

Walter S. Calwell
Attorney named in Mortgage
versus
Richard R. Slagle and
Janet E. Slagle

Ordered, this 24th day of May, 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
30TH DAY OF JUNE
next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of June next.

The report states that the amount of sale was $7,600.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1958

We hereby certify, that the annexed
Order Nisi Sale
Eq. 12,624
Richard R. Slagle
was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of June, 1958. The first insertion being made the 29th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
JUL -8 AM 11:55

No. M. G. 3127 1958 By N. Tilghman

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RICHARD R. SLAGLE AND JANET E. SLAGLE, HIS WIFE	:	(In Equity) No.12,624

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. 12, in Block A, as designated and 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, on the 21st day of May, 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 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 was heretofore reported to and finally ratified and confirmed by this Honorable Court on July 8th, 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 resold 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 aforesaid property 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 BALTIMORE CITY

Clara M. Link - Notary Public

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LIBER 118 PAGE 16

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. 12, 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.

Filed: 1958
Nov-6 P.M. 2,32

Matthew S. Evans
Judge

[redacted] 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

FILED - 1958 Nov 5 AM 10:57

EXHIBIT "B"

LIBER 118 PAGE 17 OFFIC OF

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 Richard R. Slagle and Janet E. Slagle, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1076 folio 14 default having occurred thereunder the undersigned Attorney will sell at Public Auction on the premises on

Wed., Dec. 3, 1958
at 3:05 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. 12 in Block A, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Plat 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 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-26

17

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

Richard R. Slagle

12 624

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 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

WALTER S. CALWELL, LIBER 118 PAGE 18 IN THE

Attorney Named in Mortgage CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS. IN EQUITY

RICHARD R. SLAGLE AND No. 12,624

JANET E. SLAGE, HIS WIFE

AMENDED

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Richard R. Slagle and Janet E. Slagle, his wife

to Baltimore Federal Savings and Loan Association

dated the 1st day of November 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076 Folio 14 .

Amount of Mortgage	$8995.00
Less - amount paid on principal	239.94
	8755.06
Plus - interest to 12/3/1958	529.74
	9284.80
Plus - overdraft in expense account	195.66
	9480.46

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

FILED
1958 DEC -6 AM 9:19

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 Richard R. Slagle and Janet E. Slagle, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1076 folio 14 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction on the premises on

Wed., Dec. 3, 1958 at 3:05 P.M.

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

Being known and designated as Lot No. 12 in Block A, as designated and shown on a Plat entitled "Second Revised Plat. Bodkins Plains" dated February, 1953 and recorded among the Plat 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 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-46

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RICHARD R. SLAGLE AND JANET E. SLAGLE, HIS WIFE	:	(In Equity) No.12624

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076 folio 14 from said Richard R. Slagle and Janet E. Slagle, 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- ~~x~~ 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 occurring and thereunder)~~ did, pursuant to said notice, on the 3rd day of December, ~~xxx~~ 1958 at 3.05 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. 12, in 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 -6 AM 9:19

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

LIBER 118 PAGE 21

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

RICHARD R. SLAGLE and
JANET E. SLAGLE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,624 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

RICHARD R. SLAGLE and
JANET E. SLAGLE, 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 1:12

LIBER 118 PAGE 22 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. 12,624 Equity

WALTER S. CALWELL, Attorney Named in Mortgage
VERSUS
RICHARD R. SLAGLE and JANET E. SLAGLE, 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 $8,500.00.

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. 12624

Richard R. Slagle

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 AM 9:49

By Marie Pate

No. M. G. 16836

In the Case of LIBER 118 PAGE 23

Walter S. Calwell,
Attorney named in Mortgage
VS.
Richard R. Slagle
and
Janet E. Slagle, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,624 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. Jacklang
Auditor

June 23, 1959

FILED

1959 JUN 29 AM 11:39

24

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Richard R. Slagle and Janet E. Slagle, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	241	26	341	26
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	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	36	80		
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	206	47
To Attorney for Ground Rent, viz:				
Semi-annual ground rent of $45.00 due 5/1/59 - 33 days	8	00	8	00
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,439	55	6,439	55
			7,051	53
Amount of mortgage claim filed	9,480	46		
Cr. Amount allowed above	6,439	55		
Balance subject to decree in personam	3,040	91		

25

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

1958				
May	21	Proceeds of first sale	500 00	
Dec.	3	Proceeds of second sale	6,500 00	
		Interest on deferred payment of $6,000.00 to 1/15/59	42 08	7,042 08
		Refund 1958 State and County taxes - 28 days	9 45	9 45
				7,051 53

ORDER NISI LIBER 118 PAGE 26

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Richard R. Slagle

and

Janet E. Slagle, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,624 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 ~~xxx~~ 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 ~~xxx~~ August next.

FILED JUN 29 AM 11:39 1959

George T. Cromwell, Clerk

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

FILED

1959 AUG -4 PM 3:47

Benjamin Michaelson

Judge

LIBER 118 PAGE 27 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. 12624

Richard R. Slagle

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

1959 JUL 29 BY Marie Yates

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,624 Equity
WALTER S. CALWELL
Attorney named in Mortgage
versus
RICHARD R. SLAGLE and JANET E. SLAGLE, 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

No. M. C. 9181

LIBER 118 PAGE 28

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ARTHUR J. NUGENT AND MARIAN M. NUGENT, HIS WIFE	:	(In Equity) 12,669 17-318

Mr. Clerk:

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

1. Original Mortgage from the said Arthur J. Nugent and Marian M. Nugent, his wife to Baltimore Federal Savings and Loan Association, dated May 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1119 folio 11.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 MAY 16 AM 9:53

City and County Form.

LIBER 118 PAGE 29

LIBER 1119 PAGE 11

No. 12,669 Equity

This Mortgage,

Made this 13th day of May, in the year one thousand, nine hundred and fifty-seven, between ARTHUR J. NUGENT and MARIAN M. NUGENT, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED NINETY-FIVE and 00/100ths ($8,995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of Sixty-four and 45/100ths ($64.45) Dollars, commencing on the first day of July, 1957, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING KNOWN AND DESIGNATED as Lot No. 26, 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 unto the within named Mortgagor.

FILED

1958 MAY 16 AM 9:53

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 29th days of May and November in each and every year.

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

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

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

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of.....$200.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

WITNESS the corporate seal of the said Mortgagor and the signature of its Vice-President.

WITNESS:

Robert E. Nayden

ROBERT E. NAYDEN

Arthur J. Nugent (SEAL)
ARTHUR J. NUGENT

Marian M. Nugent (SEAL)
MARIAN M. NUGENT

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT LIBER 1119 PAGE 14

On this 13th day of May , 1957 , before me, a Notary Public of said State, personally appeared ARTHUR J. NUGENT and MARIAN M. NUGENT, 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

ROBERT F NAYDEN Notary Public

ROBERT F NAYDEN NOTARY PUBLIC BALTIMORE, MD

Rec'd for record May 14 1957 at 11:26 A.M.
Mailed to Callahan & Calwell

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

ARTHUR J. NUGENT AND
MARIAN M. NUGENT, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Application No 4442
Written by Murphy
Approved by _____ Examiner
Ready for Record _____

LIBER 118 PAGE 33

MILITARY AFFIDAVIT

No. 12669 Equity

Docket 17 folio 318

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of May 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 Arthur J. Nugent and Marian M. Nugent, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1958 MAY 16 AM 9:53

6

WALTER S. CALWELL, LIBER 118 PAGE 34 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

ARTHUR J. NUGENT AND

No. 12,669

MARIAN M. NUGENT, his wife

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Arthur J. Nugent and Marian M. Nugent, his wife

to Baltimore Federal Savings and Loan Association

dated the 13th day of May 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1119 Folio 11 .

Amount of Mortgage		$8995.00
Less - amount paid on principal		137.79
		8857.21
Plus - interest to 6/26/1958		259.93
		9117.14
Plus - overdraft in expense account		66.36
		9183.50

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 24th day of June in the year nineteen hundred and fifty-eight before me, the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a 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 Clara M. Link

1958 JUN 25 PM 3:34 Clara M. Link Notary Public

7

~~Mortgage and~~ Attorney's Bond. LIBER 118 PAGE 35 1-369

New Amsterdam Casualty Company

LIBER 9 PAGE 341 263486

No 12 669 Equity

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINETY-TWO HUNDRED AND 00/100 ($9200.00) - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 23rd day of June 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 Arthur J. Nugent and Marian M. Nugent his wife, to the Baltimore Federal Savings & Loan Association bearing date the 13th day of May nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1119, Folio 11, and he

is about to sell the land and premises described in said Mortgage/Lot 26 Block "A" Bodkins Plains, Anne Arundel Co. Md default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

~~xxxxxx~~

As to Surety:
M. E. Kraus
M.S. Kraus

Bond approved
25/June/1958
George T. Cromwell
Clerk

Walter S. Calwell (Seal)
Walter S. Calwell
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

FILED
1958 JUN 25 PM 3:34

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Arthur J. Nugent and Marian M. Nugent, his wife to Baltimore Federal Savings and Loan Association, dated May 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1119 folio 11 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., June 26, 1958 at 3 P. M. (E.D.T.)

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

Being known and designated as Lot No. 26, Block A, as shown on a 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.

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 for Anne Arundel County and to bear interest from date of sale to settlement. Taxes, gorund rent and all other expenses, 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

Ju-19

LIBER 118 PAGE 36

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
ARTHUR J. NUGENT AND MARIAN M. NUGENT, HIS WIFE	:	No. 12669

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1119 folio 11 from said Arthur J. Nugent and Marian M. Nugent, 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 aporoved, 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 26th day of June, 1958 at three P.M. (E.D.T.) attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known as Lot No. 26, 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 No. 25 folio 12; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1958 JUL -1 AM 9:11

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 The Cedarhurst Construction Company, subject to the payment of an annual ground rent of Ninety ($90.00) Dollars, at and for the sum of Seventy-nine Hundred ($7900.00) 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 30th day of June, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared 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

Clara M. Link, Notary Public

LIBER 118 PAGE 38

ORDER NISI

WALTER S. CALWELL

Attorney Named in Mortgage

versus

Arthur J. Nugent and
Marian M. Nugent, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,669 Equity

Ordered, this 1st. day of July, 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 11th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of August next.

The report states that the amount of sales was $ 7900.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

FILED JUL 1 AM 9:11

(Final Order)

WALTER S. CALWELL

Attorney Named in Mortgage

versus

Arthur J. Nugent and
Marian M. Nugent, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of August, 1958, that the sale made and reported by the Attorney aforesaid, be and the same hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE

FILED
1958 AUG 13 PM 3:29

//

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Arthur J Nugent and Marian M Nugent, his wife to Baltimore Federal Savings and Loan Association, dated May 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G T C No 1119 folio 11 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., June 26, 1958 at 3 P. M. (E.D.T.)

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

Being known and designated as Lot No 26, Block A, as shown on a 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

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 for Anne Arundel County and to bear interest from date of sale to settlement Taxes, gorund rent and all other expenses, 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

Ju 19

Filed July 9
P. M. 3:23

LIBER 118 PAGE 39 OFFICE C

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1958

We hereby certify, that the annexed

Attorney's Sale 12,669

Arthur J. Nugent

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of June, 1958 The first insertion being made the 29th day of May, 1958

THE CAPITAL-GAZETTE PRESS, INC

By H. Telghman

LIBER 118 PAGE 40 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. 12,669 Equity

WALTER S. CALWELL
Attorney named in Mortgage
VERSUS
ARTHUR J. NUGENT and
MARIAN M. NUGENT, his wife

Ordered, this 1st day of July, 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 11th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of August next.

The report states that the amount of sale was $7,900.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
7-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1958

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12669

Arthur J. Nugent

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M. G. 4399 1958 AUG -5 PM 3:18

13

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ARTHUR J. NUGENT AND MARIAN M. NUGENT, HIS WIFE	:	(In Equity) No. 12,669

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.26, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12, on the 26th day of June, 1958 to The Cedarhurst Construction Company, subject to the payment of an annual ground rent of $90.00, at and for the sum of $7900.00.

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 August 13th, 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

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. 26, Block A, as shown 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

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE

15

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

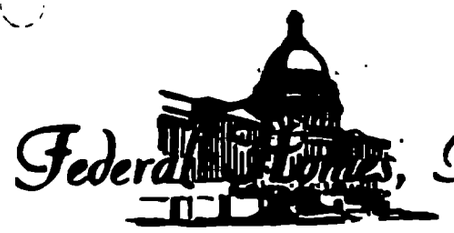
ORDERED that Walter S. Calwell, Attorney Named in Mortgage, in these proceedings, be and he is hereby authorized and directed to re-advertise and re-sell the property mentioned in this Petition, known as Lot No. 26, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, for the account, at the risk and expense of said The Cedarhurst Construction Company, former purchaser.

Walter S. Evans
Judge

FILED

1958 NOV -6 PM 2:32

16



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

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Arthur J. Nugent and Marian M. Nugent, his wife to Baltimore Federal Savings and Loan Association, dated May 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1119 folio 11 (default having ocured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Dec. 2, 1958
at 3:05 P.M.

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

Being known and designated as Lot No. 28 Block A, as shown on a 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.

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 Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, 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

18 N-26

LIBER 118 PAGE 45 OFFICE

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

Arthur J. Nugent

12.669

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.

FILED

58 DEC -3 AM 11:59 By Marie Yates

WALTER S. CALWELL, LIBER 118 PAGE 46 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

ARTHUR J. NUGENT AND

No. 12,669

MARIAN M. NUGENT, HIS WIFE

AMENDED

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Arthur J. Nugent and Marian M. Nugent, his wife

to Baltimore Federal Savings and Loan Association

dated the 13th day of May 1957, and recorded among the

Land Records of Anne Arundel County in Liber G.T.C. No. 1119

Folio 11 .

Amount of Mortgage	$8995.00
Less - amount paid on principal	137.79
	8857.21
Plus - interest to 12/2/1958	490.15
	9347.36
Plus - overdraft in expense account	111.36
	9458.72

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 aNotary 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.

ITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE

Clara M. Link

Notary Public

1958 DEC 6 AM 9 20

19

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Arthur J. Nugent and Marian M. Nugent, his wife to Baltimore Federal Savings and Loan Association, dated May 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1119 folio 11 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Dec. 2, 1958 at 3:05 P.M.

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

Being known and designated as Lot No. 26 Block A, as shown on a 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.

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 Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, 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

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
ARTHUR J. NUGENT AND MARIAN M. NUGENT, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No.12,669

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1119 folio 11 from said Arthur J. Nugent and Marian M. Nugent, 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~~x~~ 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, ~~xxx~~ 1958 at three 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. 26, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; 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

20

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
Clara M. Link, Notary Public

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LIBER 118 PAGE 49

ORDER NISI

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

ARTHUR J. NUGENT AND MARIAN M. NUGENT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,669 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 9:20

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

ARTHUR J. NUGENT AND MARIAN M. NUGENT, 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 1:12

Benjamin Michaelson JUDGE.

14

LIBER 118 PAGE 50 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

ANNE ARUNDEL COUNTY
No. 12,669 Equity

WALTER S. CALWELL,
Attorney named in Mortgage
VERSUS
ARTHUR J. NUGENT and
MARIAN M. NUGENT, 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 $8,500.00.

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. 12669

Arthur J. Nugent

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. 16847 1959 JAN -7 AM 9:50 By Marie Tate

43

LIBER 118 PAGE 51

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

vs.

Arthur J. Nugent
and
Marian M. Nugent, his wife

In the

Circuit Court

For

Anne Arundel County

#12,669 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 19, 1959

FILED

1959 JUN 25 PM 3:53

24

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Arthur J. Nugent and Marian M. Nugent, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	241	29	441	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 - advertising first sale	43	76		
Capital-Gazette Press - advertising second sale	40	00		
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	36	80		
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	202	71
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	6,352	15	6,352	15
			7,053	15
Amount of mortgage claim filed	9,458	72		
Cr. Amount allowed above	6,352	15		
Balance subject to decree in personam	3,106	57		

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

1958						
June	26	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	15	10	15
					7,053	15

26

ORDER NISI

LIBER 118 PAGE 54

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Arthur J. Nugent
and
Marian M. Nugent, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,669 Equity.

ORDERED, This 25th 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

FILED
1959 JUN 25 PM 3:53

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

FILED
1959 AUG -4 PM 3:47

Benjamin Michaelson
JUDGE

LIBER 118 PAGE 55 OFFICE C

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. 12,669 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
ARTHUR J. NUGENT and
MARIAN M. NUGENT, his wife.

Ordered, this 25th 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 weks 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 Eq. 12,669

Auditor Account

Arthur J. Nugent

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 23rd day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 9171 1959 JUL 29 PM 3:50 By H. Tilghman

J.F.

PETITION FOR FORECLOSURE

LIBER 118 PAGE 56

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

VS.

GEORGE G. HOLTHAUS AND MABEL HOLTHAUS, his wife
Mountain Road and Forest Drive
Anne Arundel County

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

No. 13,096 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the .....16th..... **day of** July..... **A. D.** 1957 **the defendant executed and delivered**

to .....Progress Federal Savings and Loan Association, a body corporate

a mortgage upon certain leasehold **property in the** County of Anne Arundel **therein described, to**

secure the payment of the mortgage debt of $ 6,600.00..... **and interest as therein mentioned,**

wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged

property, to take place at any time after any default in any covenant or condition of said mortgage;

all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as

part of this petition. That said mortgagors have defaulted for a period of more than 60 days in making payments on account of said mortgage indebtedness as specified in said mortgage, and have continued said default to the date hereto.

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

And as in duty, &c.

Paul F. Due

Paul F. Due *Attorney for Plaintiff*

FILED

1959 FEB 17 AM 11:13

LIBER 1135 PAGE 202 LIBER 118 PAGE 57

No. 13,096 Equity

This Mortgage, Made this 16th day of July, in the year one thousand, nine hundred and fifty-seven, between George G. Holthaus and Mabel Holthaus, his wife

of Anne Arundel County, in the State of Maryland, Mortgagor (throughout this mortgage, the word "Mortgagor" and the singular number and masculine gender used in referring to the "Mortgagor" shall be deemed to constitute joint and several reference to the signer or signers of this mortgage, regardless of actual number and gender), and PROGRESS 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 Six thousand six hundred and 00/100 ($6,600.00)---------- Dollars, 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 Seventy-eight and 00/100 ($78.00)---------- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

Notwithstanding any other provision of this mortgage, the Mortgagor agrees to pay a "late charge" not to exceed 4% (four) of any installment which is not paid within 20 (twenty) days of the due date thereof, to cover the extra expense involved in the handling of such delinquent payments.

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:

BEGINNING for the same at a pipe set on the North side of Mountain Road 40 feet wide distant Westerly 241.42 feet from the intersection formed by the North side of Mountain Road and the West side of Forest Drive 30 feet wide as laid out on the Plat of Bodkin Plains recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 231 running thence binding on the North side of Mountain Road North 78 degrees 18 minutes West 80 feet to a pipe thence North 28 degrees East 134.82 feet to a pipe thence North 68 degrees 25 minutes East 114.81 feet to a pipe thence South 62 degrees East 12.73 feet to a pipe thence South 9 degrees 15 minutes West 108.93 feet to a pipe thence South 44 degrees 7 minutes West 100.9 feet to the point of beginning.

BEING the same lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Edward A. Greenstein unto the mortgagors herein.

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1959 FEB 17 AM 11:13

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LIBER 118 PAGE 58
LIBER 1135 PAGE 203

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.

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, 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 yearly rent of $120.00 payable one-half yearly on the 1st days of March and September in each and every year.

3

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire 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; (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 interest herein above specified 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 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. If the mortgage debt is paid before maturity, and if any prepayment equals or exceeds twenty per centum of the original principal amount of the loan, 180 days' interest, at the rate specified in this mortgage, on the amount prepaid, may be charged by said Mortgagee.

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

AND the said Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the 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, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Sections 720 to 732 inclusive, of Chapter 123, Laws of Maryland, passed at the January Session in the year 1898, or any supplement thereto—or this mortgage may be foreclosed by the said Mortgagee, its successors or assigns, or by PAUL F. DUE, their duly constituted Attorney or Agent, under the provisions of Sections 6 to 15 inclusive, of Chapter 12 of the Laws of Maryland, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Article LXVI, Sections 6 to 10 inclusive, of the Maryland Code (1924), Public General Laws, or under any other General or Local Law of the State of Maryland relating to Mortgages; and upon sale of said property under the powers herein granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to 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 Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City or County aforesaid; (2) To the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage, whether the same shall have matured or not; and (3) The surplus, (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

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 hand s and seal s of the said Mortgagor s.

WITNESS:

A. M. Dunn

George O. Holthaus (SEAL)

Mabel Holthaus (SEAL)

(SEAL)

(SEAL)

4

LIBER 118 PAGE 60

LIBER 1135 PAGE 205

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of July, 1957, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared Geoge G. Holthaus and Mabel Holthaus, 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 Leonard E. Mason, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Edward A. Greenstein

EDWARD A. GREENSTEIN Notary Public.

My Commission expires May 4, 1959

EDWARD A. GREENSTEIN NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record July 17 1957 at 12.10 PM.

Mailed to Due Nickerson Whiteford + Taylor

H2

MORTGAGE

FROM

GEORGE G. HOLTHAUS AND MABEL HOLTHAUS, HIS WIFE

TO

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

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

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 JUL 17 PM 12:10 & RECORDED IN LIBER GTS NO. 1135 FOLIO 203 GEO. T. CROMWELL, CLERK

Cost of Record, $1000 Rb

DUE, NICKERSON, WHITEFORD & TAYLOR
Attorneys at Law
200 Baltimore Life Bldg.
Baltimore, Maryland

The John D. Lucas Ptg. Co., Baltimore 11, Maryland

DC-1825

LIBER 118 PAGE 61

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

PROGRESS FEDERAL S & L ASS'N

200 West Saratoga Street

vs.

George G. Holthaus

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

Docket ..... Folio .....

No. 13,096 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 ....Clayton Demarest, Jr., President, ... of Progress Federal Savings and Loan Association ..... 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.

Clayton Demarest, Jr.

Affiant.

Clayton Demarest, Jr.

Subscribed and sworn to before me

this ....12th..... day of ....January..... 19..59

Sabina M. Ragland

Notary Public

Sabina M. Ragland

FILED

1959 FEB 17 AM 11:13

6

STATEMENT OF MORTGAGE CLAIM LIBER 118 PAGE 62

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

GEORGE G. HOLTHAUS AND MABEL HOLTHAUS, his wife
Mountain Road and Forest Drive
Anne Arundel County

IN THE

CIRCUIT COURT

— OF —

~~XXXXXXXXXXXXXXXXXX~~

Anne Arundel County

No. 13,096 Equity

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage----------	$6,600.00
Add: taxes, late payment charges, ground rent and insurance	456.55
Interest to January	629.91
	$7,686.46
Less: Payments to date	424.00
AMOUNT DUE	$7,262.46

B. Conway Taylor, Jr., Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 16th day of February in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for ~~xxxxxx~~ County of Baltimore, personally appeared Clayton Demarest, Jr., President of Progress Federal Savings and Loan Association 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 17 AM 11:13

As witness my hand and Notarial Seal,

Sarah C. Kirby

Sarah C. Kirby *Notary Public.*

LIBER 118 PAGE 63

DECREE FOR SALE OF MORTGAGE PREMISES

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

GEORGE G. HOLTHAUS AND MABEL HOLTHAUS, his wife
Mountain Road and Forest Drive
Anne Arundel County

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 13,096 Equity

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

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

It, is, Thereupon, This 17th 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 property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that B. Conway Taylor, Jr.

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 $7,000.00 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~~ County of Anne Arundel, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~either~~ cash, ~~the balance in six and twelve months for all cash as the purchaser may elect, the credit payments 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, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Benjamin Michaelson
Judge

FILED
1959 FEB 17 PM 3:46

8

Trustee's Bond

LIBER 9 PAGE 552 No. 13,096 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 118 PAGE 64

THAT WE B. Conway Taylor, Jr., 200 Meyerhoff Building, Baltimore 1, Maryland as principal, and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand and No/100 - - - - - - - - - - - - - - ($7,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 19th day of March in the year of our Lord one thousand nine hundred and fifty-nine.

WHEREAS, the above bounden B. Conway Taylor, Jr. by virtue of a decree of the Honorable Judge of the Circuit Court ~~of Baltimore City~~ for Anne Arundel County, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of Progress Federal Savings and Loan Association

vs.

George G. Holthaus and Mable, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

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

B. Conway Taylor, Jr. (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By Edward Annen Attorney-in-Fact (SEAL)

Edward Annen,

Signed, sealed and delivered in the presence of

C. Armstrong

C. Armstrong

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company, a Maryland

STATE OF MARYLAND, BALTIMORE CITY, sct:

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Elsie C. Evans, Edward Annen and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 12th day of December, 1956.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: E. KEMP CATHCART
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, and that the same is on this 19th day of March 19 59 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary.

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

....., 19.....

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary

FILED

1959 MAR 20 PM 3:26

Bond approved this 20th day of March 1959.
George T. Crombell, Clerk

LIBER 118 PAGE 65

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION : IN THE CIRCUIT COURT

FOR

VS. :

ANNE ARUNDEL COUNTY (IN EQUITY)

GEORGE G. HOLTHAUS And MABEL HOLTHAUS, His Wife :

:: No. 13,096 Equity

.....

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 24th day of March, 1959, sold the property described in the attached advertisement of sale at and for the sum of $ 3500 to Progress Federal Savings & Loan Association, he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 24th day of March, 1959, purchased the property described in the attached advertisement of sale from B. Conway Taylor, Jr., Trustee, at and for the sum of $3500.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

PROGRESS FEDERAL S & L ASS'N

Sabina M. Ragland
Purchaser

Sabina M. Ragland, Secretary

TEST: Frank C. Vesely
Frank C. Vesely, Treasurer

FILED

1959 MAR 28 AM 10:16

10

REPORT OF SALE

LIBER 118 PAGE 66

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

GEORGE G. HOLTHAUS AND MABEL HOLTHAUS, his wife
Mountain Road and Forest Drive
Anne Arundel County

IN THE

CIRCUIT COURT

—OF—

~~XXXXXXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY

No. 13096

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

The Report of Sale of B. Conway Taylor, Jr.

Trustee appointed by the decree in the above entitled cause, to make sale of

leasehold premises known as Mountain Road and Forest Drive

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 ~~XXXX~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday the 24th day of March 19 59 at 2:45 o'clock P. M. attend on the premises and then and there sold

said leasehold premises at and for the cash price of $3,500.00 unto Progress Federal Savings and Loan Association, subject to an annual rent of $120.00 payable one-half yearly on the 1st days of March and September in each and every year.

B. Conway Taylor, Jr., Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 26th day of March 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore ~~aforesaid~~ personally appeared B. Conway Taylor, Jr., Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

SARAH C. KIRBY NOTARY PUBLIC BALTIMORE CO.

FILED
1959 MAR 28 AM 10:16

As witness my hand and Notarial Seal,
Sarah C. Kirby
Notary Public.

//

LIBER 118 PAGE 67

ORDER NISI

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

versus

GEORGE G. HOLTHAUS AND MABEL HOLTHAUS his wife.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,096 Equity

Ordered, this 28th day of March, 1959, That the sale of the Property in these proceedings mentioned, made and reported by B. Conway Taylor, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of May next.

The report states that the amount of sale was $3,500.00

FILED 1959 MAR 28 AM 10:16

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

versus

GEORGE G. HOLTHAUS AND MABEL HOLTHAUS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th 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.

Benjamin Michaelson JUDGE.

FILED

1959 MAY -8 AM 10:34

12

DUE, NICKERSON, WHITEFORD, & TAYLOR, SOLICITORS
200 Meyerhoff Building
Baltimore, Md.

Trustee's Sale

OF MODERN 1½-STORY FRAME COTTAGE

Located At Mountain Road and Forest Drive
Third Election District,
Anne Arundel County,
Maryland

Under and by virtue of the power and authority contained in a mortgage from George G. Holthaus and Mabel Holthaus, his wife, to Progress Federal Savings and Loan Association, a body corporate, dated July 17, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1135 Folio 202 (Default having occurred thereunder) the undersigned Trustee will sell at Public Auction on the Premises

on Tuesday,
March 24, 1959
at 2:45 P.M. (EST)

All that lot of ground and the improvements thereon situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same at a pipe set on the North side of Mountain Road 40 feet wide distant Westerly 241.42 feet from the intersection formed by the North side of Mountain Road and the West side of Forest Drive 30 feet wide as laid out on the Plat of Bodkin Plains recorded among the Land Records of Anne Arundel County in Plat Book GW No. 1, Section 3, Folio 231, running thence binding on the North side of Mountain Road North 78 degrees 18 minutes West 80 feet to a pipe thence North 28 degrees East 134.82 feet to a pipe thence north 68 degrees 25 minutes east 114.81 feet to a pipe thence South 62 degrees East 12.73 feet to a pipe thence South 9 degrees 15 minutes West 108.93 feet to a pipe thence South 44 degrees 7 minutes West 100.9 feet to the point of beginning. Subject to an annual ground rent of $120 and improved by a one and one-half story frame cottage containing 7 rooms and bath. Oil heat.

TERMS OF SALE: Cash. A deposit of 10 per cent of the purchase price will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County. Taxes, ground rent, 6 per cent interest on unpaid portion of purchase price, Metropolitan District, liens if any, and all other charges to be adjusted as of date of sale.

B. Conway Taylor, Jr., Trustee
ALEX COOPER, Auctioneer
Pl. 2-4868 212 N. Calvert St.
Balto. 2-Md.
M-19

13

LIBER 118 PAGE 68 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1959

We hereby certify, that the annexed 1013096 Equity
Trustee's Sale
George G. Holthaus

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of March, 1959. The first insertion being made the 26th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 APR -4 AM 9:56 By H. Tilghman

LIBER 118 PAGE 69 OFF. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,096 Equity

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

versus

GEORGE G. HOLTHAUS and MABEL HOLTHAUS, his wife

Ordered, this 28th day of March, 1959, that the sale of the Property in these proceedings mentioned, made and reported by B. Conway Taylor, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of May next.

The report states that the amount of sale was $3,500.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

A-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1959

We hereby certify, that the annexed

Order Nisi - Sale - No. 13096

George G. Holthaus

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

FILED

No. M.G. 70358 MAY -5 PM 3:42

14

LIBER 118 PAGE 70

In the Case of

Progress Federal Savings and Loan Association, a body corporate

VS.

George G. Holthaus

and

Mabel Holthaus, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,096 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. Jicklin
Auditor.

June 22, 1959

15

Dr. in ac.

Progress Federal Savings and Loan Association, a body corporate
vs. George G. Holthaus and Mabel Holthaus, his wife

To Trustee for Fee, in lieu of fee and commissions, as agreed, viz:	75	00	75	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	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	28	00		
Alex Cooper - auctioneer's fee	61	25		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
Sarah C. Kirby - notary fees	1	00		
Sabina M. Ragland - notary fee		50		
John A. Blondell - fee for services in eviction	10	00	163	60
To Trustee for Ground Rent, viz: Semi-annual ground rent of $60.00 due 9/1/59 - 24 days	8	00	8	00
To Progress Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	3,201	90	3,201	90
			3,500	00
Amount of mortgage claim filed	7,262	46		
Cr. Amount allowed above	3,201	90		
Balance subject to decree in personam	4,060	56		

with B. Conway Taylor, Jr., Trustee Cr.

1959				
Mar.	24	Proceeds of Sale	3,500 00	3,500 00
				3,500 00

1959 JUN 24 PM 1:51
FILED

LIBER 118 PAGE 73

ORDER NISI

Progress Federal Savings and Loan Association, a body corporate

VERSUS

George G. Holthaus

and

Mabel Holthaus, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,096 Equity.

ORDERED, This 24th 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

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 3:47

Benjamin Michaelson

JUDGE

15

LIBER 118 PAGE 74 OFFICE

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-Pub. Accts. Eq. 13096

Georgie G. Holthaus

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of August, 1959. The first insertion being made the 2nd day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marion Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,096 Equity

PROGRESS FEDERAL SAVINGS and LOAN ASSOCIATION, a body corporate

versus

GEORGE G. HOLTHAUS and MABEL HOLTHAUS, his wife

Ordered, this 24th 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

FILED
JUL 29 PM 3:50

No. M. G. 9170 1959

19

LIBER 118 PAGE 75

WILLIAM C. ROGERS, Attorney:		IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
ROY GRANT DECKER and MARY	:	ANNE ARUNDEL COUNTY
SOVA DECKER, his wife	:	
		In Equity
::::::::::::::::::::		No. 13,097 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

1959 FEB 17 AM 11:13

9728 LIBER 118 PAGE 76

City-County Form.

NO. 13,097 Equity

LIBER 936 PAGE 194

RECORDATION TAX ACT OF 1947 $2.20 $2.20 · RECORDATION TAX ACT OF 1947 $2.20 $2.20 · RECORDATION TAX ACT OF 1947 55 CENTS

PETITIONER'S EXHIBIT "A"

This Mortgage, Made this 8th day of June, in the year one thousand, nine hundred and fifty-five - - -, between ROY GRANT DECKER and MARY SOVA DECKER, 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.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of FIFTY-FIVE HUNDRED - - - - - - - - - - - - - - - -($5,500.00) - Dollars. being part of the purchase money for the property hereinafter firstly described.

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

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

(A) of the sum of FIFTY-FIVE - - - - - - - - - - - - - -($55.00)- - - -Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of TWELVE - - - - - - - - - - - - - - - ($12.00) - - - - Dollars, 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:

THE FIRST THEREOF, being known and designated as Lot No. 9 and the southern one-half of Lot No. 8, in Block No. 8, according to the Plat of Rose Haven, recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod F-1, Plat No. 3, now new Plat Book No. 20, folio 6. Said lot and part of lot having a frontage of sixty feet on Albany Avenue with a depth therefrom of one hundred twenty-five feet. Situate on the west side of Albany Avenue.

BEING the same lots of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, were granted and conveyed by JOSEPH E. ROSE and

FILED
1959 FEB 17 AM 11:13

JENE E. ROSE, his wife, to ROY GRANT DECKER and MARY SOVA DECKER, his wife, the within Mortgagors.

THE SECOND THEREOF, being known and designated as Lot No. 7 and the northern one-half of Lot No. 8 in Block No. 8, according to the Plat of Rose Haven, recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod F-1, Plat No. 3, now new Plat Book No. 20, folio 6. Said lot and part of lot having a frontage of sixty feet on Albany Avenue with a depth therefrom of one hundred twenty-five feet. Situate on the west side of Albany Avenue.

BEING the same lots of ground which by Deed dated November 16, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 796, folio 542, were granted and conveyed by JOSEPH E. ROSE and JENE E. ROSE, his wife, to ROY GRANT DECKER and MARY SOVA DECKER, his wife, the within Mortgagors.

A late charge shall be paid by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty days of the date on which it is due amounting to four per centum (4%) of said payment.

IT IS UNDERSTOOD AND AGREED, That the principal of this Mortgage may be prepaid in whole or in part at any time, provided that a prepayment charge shall be paid by the Mortgagors amounting to six months' interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount of this Mortgage.

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; ~~for all the rest and residue of the term of years to come and unexpired therein with the benefit of renewal forever, subject to the payment of the yearly rental of $ payable in equal and consecutive monthly instalments on the day of and on the day of in each and every year~~ 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 TWO HUNDRED ($200.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors their - heirs, personal representatives, or assigns, or to 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 (SEAL)
SAMUEL J. ODDO

Roy Grant Decker (SEAL)
ROY GRANT DECKER

Mary Sova Decker (SEAL)
MARY SOVA DECKER

LIBER 118 PAGE 79

LIBER 936 PAGE 197

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 8th day of June, 1955, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared ROY GRANT DECKER and MARY SOVA DECKER, 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 STANLEY L. HOLMES, 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 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
SAMUEL J. ODDO Notary Public.

My commission expires May 6th - - -, 1957.

Recorded- 15th June, 1955, at 9 A.M.

MORTGAGE

FROM

ROY GRANT DECKER and

MARY SOVA DECKER, his wife

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO. W.S. Albany Ave.

Received for Record 15 June 19

at 9 o'clock A.M. Same day recorded in

Liber No. 936 Folio 194 etc.

one of the Land Records of

A.A.C. 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. 29031

WRITTEN BY

FORM APPROVED

READY FOR RECORD

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
ROY GRANT DECKER and MARY	*	ANNE ARUNDEL COUNTY
SOVA DECKER, his wife	*	In Equity
* * * * *		No. 13,097 Equity

STATEMENT OF MORTGAGE CLAIM

The Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Roy Grant Decker and Mary Sova Decker, his wife, to Fraternity Federal Savings and Loan Association dated June 8, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 936, folio 194.

Roy Grant Decker & wife
Lots 7 & N. ½ of 8 and
9 & S. ½ of 8 Rose Haven
Anne Arundel County, Maryland

February 11, 1959

Original Amount of Loan	$5,500.00
Interest	1,046.53
Taxes	182.38
Water	144.00
Fire Insurance	99.36
	$6,972.27
Less Amount of Payments	2,792.17
Balance Due	$4,180.10

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 14th 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 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 FEB 17 AM 11:13

Notary Public

LIBER 118 PAGE 81

WILLIAM C. ROGERS, Attorney	:	IN THE
Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
ROY GRANT DECKER and MARY	:	ANNE ARUNDEL COUNTY
SOVA DECKER, his wife	:	In Equity

:::::::::::::::: No. 13,097 Equity

STATE OF MARYLAND)
CITY OF BALTIMORE) To Wit:

On this 31st day of March , 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 Roy Grant Decker and Mary Sova Decker, 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 Roy Grant Decker and Mary Sova Decker, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

HERBERT C. MOORE Notary Public

FILED

1959 APR -2 AM 9:51

Mortgagee and Attorney's Bond. US 1-369

LIBER 118 PAGE 82

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

LIBER 9 PAGE 562

No. 13,097 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

SIX THOUSAND AND NO/100 ($6,000.00) 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 first day of April 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 Roy Grant Decker and Mary Sova Decker, his wife to Fraternity Federal Savings and Loan Association, a body corporate bearing date the 8th day of June nineteen hundred and fifty-five and recorded among the land Records of Anne Arundel County, in Liber JHH No. 936, Folio 194, 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.

1959 APR -2 AM 9:50

Signed, Sealed and Delivered in the presence of

Attest: Herbert C. Moore

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By J. F. Fierman, Vice President

Attest: G. Lee Burgess, Assistant Secretary

Witness as to Surety:

F. B. Cary

F. B. Cary

Bond approved this 2nd day of April 1959.

George T. Cromwell, Clerk

WINSON G. GOTT, JR.,
Attorney
Lee Bldg. Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

**AT ROSE HAVEN,
8TH ELECTION DISTRICT,
ANNE ARUNDEL COUNTY**

Under and by virtue of a power of sale contained in a Mortgage from Roy Grant Decker and Mary Sova Decker, his wife, to Fraternity Federal Savings and Loan Association, dated June 8, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 936, folio 194, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

**Saturday, April 4, 1959
at 11:00 A. M.**

All those lots with improvements thereon, described as follows: Being known and designated as Lots Numbers (7), (8) and (9), Block No. 8, on the Plat of ROSE HAVEN, recorded among the Land Records of Anne Arundel County in Plat Book No. 20, folio 6; said lots have a combined frontage of 120 feet on the west side of Albany Avenue with a depth therefrom of 125 feet. Being the same lots conveyed to said Mortgagors by two deeds from Joseph E. Rose and wife, one dated November 16, 1953 and the other dated June 8, 1955, duly recorded. Subject to restrictions set forth in Deed of Restrictions from Joseph E. Rose and wife to Rose Haven, Inc., dated June 1, 1948, recorded in JHH 475, folio 194; subject also to legal operation and effect of pole line agreements recorded in Liber JHH No. 424, folio 101 and 576, folio 211 and annual beach maintenance and water charge set forth in aforesaid deed from Rose and wife to Mortgagors dated June 8, 1955.

IMPROVEMENTS: Frame dwelling with 5 rooms and bath; oil heat.

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

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

A-1

LIBER 118 PAGE 83

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. 13,097
Roy Grant Decker

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 4th day of April, 1959. The first insertion being made the 11th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 APR 13 AM

By H. Tilghman

LIBER 118 PAGE 84

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

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

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Property

AT ROSE HAVEN, 8TH ELECTION DISTRICT,
ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Roy Grant Decker and Mary Sova Decker, his wife, to Fraternity Federal Savings and Loan Association, dated June 8, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 936, folio 194, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, April 4, 1959

AT 11:00 A.M.

All those lots with improvements thereon, described as follows: Being known and designated as Lots Numbers (7), (8) and (9), Block No. 8, on the Plat of ROSE HAVEN, recorded among the Land Records of Anne Arundel County in Plat Book No. 20, folio 6; said lots have a combined frontage of 120 feet on the west side of Albany Avenue with a depth therefrom of 125 feet. Being the same lots conveyed to said Mortgagors by two deeds from Joseph E. Rose and wife, one dated November 16, 1953 and the other dated June 8, 1955, duly recorded. Subject to restrictions set forth in Deed of Restrictions from Joseph E. Rose and wife to Rose Haven, Inc., dated June 1, 1948, recorded in JHH 475, folio 194, subject also to legal operation and effect of pole line agreements recorded in Liber JHH No. 424, folio 101 and 576, folio 211 and annual beach maintenance and water charge set forth in aforesaid deed from Rose and wife to Mortgagors dated June 8, 1955.

IMPROVEMENTS: Frame dwelling with 5 rooms and bath; oil heat.

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

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

PRINTED BY —
CAPITAL GAZETTE PRESS, INC., ANNAPOLIS, MD.

FILED
1959 APR 16 AM 11:16

LIBER 118 PAGE 85 Equity No. 13,097

I hereby certify that I have this 4th day of April, 1959, sold the within described property to County Trust Company Company of Maryland (at Owings) at and for the sum of Four Thousand, Seven Hundred and Twenty-five Dollars ($4,725.00), it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that County Trust Company of Maryland (at Owings) has on this 4th day of April, 1959, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Four Thousand, Seven Hundred and Twenty-five Dollars ($4,725.00), and it hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

County Trust Company of Maryland (at Owings)
By Eugene M. Childs, Attorney

FILED
1959 APR 16 AM 11:16

WINSON G. GOTT, JR.,
Attorney
Lee Bldg. Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

AT ROSE HAVEN.
8TH ELECTION DISTRICT,
ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Roy Grant Decker and Mary Sova Decker, his wife, to Fraternity Federal Savings and Loan Association, dated June 8, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 936, folio 194, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, April 4, 1959 at 11:00 A. M.

All those lots with improvements thereon, described as follows: Being known and designated as Lots Numbers (7), (8) and (9), Block No. 8, on the Plat of ROSE HAVEN, recorded among the Land Records of Anne Arundel County in Plat Book No. 20, folio 6; said lots have a combined frontage of 120 feet on the west side of Albany Avenue with a depth therefrom of 125 feet. Being the same lots conveyed to said Mortgagors by two deeds from Joseph E. Rose and wife, one dated November 16, 1953 and the other dated June 8, 1955, duly recorded. Subject to restrictions set forth in Deed of Restrictions from Joseph E. Rose and wife to Rose Haven, Inc., dated June 1, 1948, recorded in JHH 475, folio 194; subject also to legal operation and effect of pole line agreements recorded in Liber JHH No. 424, folio 101 and 576, folio 211 and annual beach maintenance and water charge set forth in aforesaid deed from Rose and wife to Mortgagors dated June 8, 1955.

IMPROVEMENTS: Frame dwelling with 5 rooms and bath; oil heat.

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

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

A-1

WILLIAM C. ROGERS, Attorney*		IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
ROY GRANT DECKER and MARY	*	ANNE ARUNDEL COUNTY
SOVA DECKER, his wife	*	In Equity
* * *		13,097 Equity

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as Lots Numbers (7), (8) and (9), Block No. 8, on the Plat of Rose Haven, recorded among the Land Records of Anne Arundel County in Plat Book No. 20, folio 6; said lots have a combined frontage of 120 feet on the west side of Albany Avenue with a depth therefrom of 125 feet. Being the same lots conveyed to said Mortgagors by two deeds from Joseph E. Rose and wife, one dated November 16, 1953 and the other dated June 8, 1955, duly recorded. Subject to restrictions set forth in Deed of Restrictions from Joseph E. Rose and wife to Rose Haven, Inc. dated June 1, 1948, recorded in JHH 475, folio 194; subject also to legal operation and effect of pole line agreements recorded in Liber JHH No. 424, folio 101 and 576, folio 211 and annual beach maintenance and water charge set forth in aforesaid deed from Rose and wife to Mortgagors dated June 8, 1955; 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, the fourth day of April, 1959, at 11:00 o'clock a.m., attend at the Court House Door, Church Circle, Annapolis, Maryland and then and there sold the fee simple property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this report, unto County Trust Company of Maryland, a body corporate, at and for the price of $4,725.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

I HEREBY CERTIFY, that on this 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 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 the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

1959 APR 16 AM 11:16

HERBERT C. MOORE, Notary Public

12

LIBER 118 PAGE 87

ORDER NISI

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

ROY GRANT DECKER and MARY SOVA DECKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,097 Equity

Ordered, this 16th day of April, 1959, That the sale of the Property in these proceedings mentioned made and reported by William C. Roger, Attorney Named in Mortgage

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 $4,725.00

George T. Cromwell Clerk.

True Copy,
FILED
1959 APR 16 AM 11:16

TEST: _____ Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

ROY GRANT DECKER and MARY SOVA DECKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 23rd 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 23 AM 11:29

13

LIBER 118 PAGE 88 OFFI 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. 13,097 Equity

WILLIAM C. ROGERS, Attorney Named in Mortgage
versus
ROY GRANT DECKER and MARY SOVA DECKER, his wife

Order Nisi

Ordered, this 16th day of April, 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 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 $4,725.00.

GEORGE T. CROMWELL, Clerk

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

FILED

No. M. G. 7 of 1959 MAY 22 PM 2:56

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,097

Roy Grant Decker

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 A. Tilghman

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Roy Grant Decker
and
Mary Sova Decker, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,097 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. Jackson
Auditor

June 25, 1959

FILED

1959 JUN 29 PM 3:55

15

Dr. William C. Rogers, Attorney named in Mortgage vs. Roy Grant Decker and Mary Sova Decker, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	173	02	373	02
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	12	54		
U.S. Casualty Co. - bond premium	24	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	5	50		
Herbert C. Moore - notary fees	1	50	145	29
To Attorney for Taxes, viz: 1959 State and County taxes - 3 months 4 days	25	22	25	22
To Attorney for Benefit Charges, viz: Half year garbage collection charge ($6.82) - 3 months 4 days	3	55	3	55
To Fraternity Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim	4,180	10	4,180	10
To Roy Grant Decker and Mary Sova Decker, his wife, mortgagors - this balance	47	48	47	48
			4,826	16

with William C. Rogers, Attorney named in Mortgage Cr.

1959							
Apr.	4	Proceeds of Sale		4,725	00		
		Interest on deferred payment of $4,225.00 to 6/1/59		42	24	4,767	24
		Refund fire insurance premium		58	92	58	92
						4,826	16

17

ORDER NISI

LIBER 118 PAGE 92

William C. Rogers,
Attorney named in Mortgage

VERSUS

Roy Grant Decker
and
Mary Sova Decker, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,097 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 ~~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 3rd. day of August ~~July~~ next.

FILED
1959 JUN 29 PM 3:55

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of August, 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 AUG -4 PM 3:47

Benjamin Michaelson
Judge.

15

LIBER 118 PAGE 93 OFFICE

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. 13,097 Equity

WILLIAM C. ROGERS,
Attorney named in Mortgage
versus
ROY GRANT DECKER and
MARY SOVA DECKER, 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 be 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-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 27, 1959

We hereby certify, that the annexed Order Nisi Eq. 13,097 Auditor Account Roy Grant Decker 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 3rd day of August, 1959. The first insertion being made the 1st day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 9187 1959 JUL 27 PM 2:27 By H. Tilghman

17

PETITION FOR FORECLOSURE

LIBER 118 PAGE 94

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

VS.

THE AJAY CORPORATION, JOSEPH WRIGHT AND JOHN H. CALDWELL
Lots No. 6, 7 and 8, Block E, Plat of Pine Haven on Stoney Creek, Anne Arundel County, Md.

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 13,101

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 17th **day of** March **A. D.** 1958 **the defendant executed and delivered to** Progress Federal Savings and Loan Association **a mortgage upon certain** fee simple **property in the** ~~City of Baltimore~~ County of Anne Arundel, **therein described, to secure the payment of the mortgage debt of $** 31,500.00 **and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.** That said mortgagors have defaulted for a period of more than 60 days in making payments on account of said mortgage indebtedness as specified in said mortgage, and have continued said default to the date hereto.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Paul F. Due

Paul F. Due *Attorney for Plaintiff*

FILED

1959 FEB 18 AM 10:49

LIBER 118 PAGE 95

LIBER 1192 PAGE 531 Equity No. 13,101

This Mortgage, Made this 17th day of March, in the year one thousand, nine hundred and fifty-eight, between The Ajay Corporation, a body corporate, of the State of Maryland and Joseph Wright and John H. Cadwell

of the City of Baltimore, in the State of Maryland, Mortgagor (throughout this mortgage, the word "Mortgagor" and the singular number and masculine gender used in referring to the "Mortgagor" shall be deemed to constitute joint and several reference to the signer or signers of this mortgage, regardless of actual number and gender), and PROGRESS 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 Thirty-one thousand five hundred and 00/100 ($31,500.00)--------- Dollars, 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 Two hundred and seventy-two and 00/100 ($272.00)-- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

Notwithstanding any other provision of this mortgage, the Mortgagor agrees to pay a "late charge" not to exceed 4% (four) of any installment which is not paid within 20 (twenty) days of the due date thereof, to cover the extra expense involved in the handling of such delinquent payments.

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 lot(s) of ground situate and lying in Anne Arundel County in said State, and described as follows:

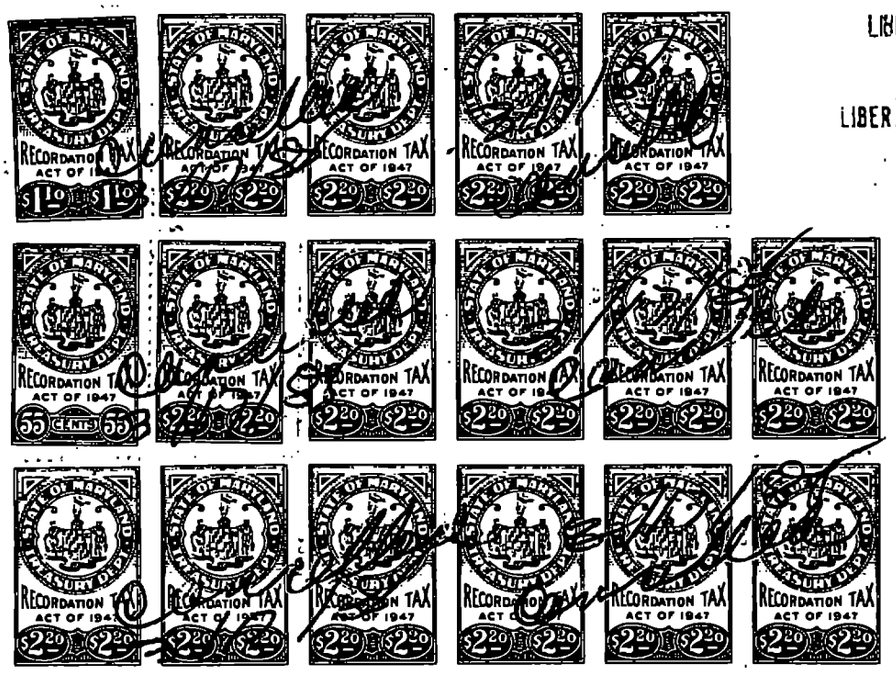
BEING Known and designated as Lots No. 6, 7 and 8, Block E, Plat of Pine Haven, on Stoney Creek, dated February 2, 1950, and recorded among the Plat Records of Anne Arundel County on February 10, 1950.

BEING the same lots of ground which by Deed dated January 10, 1958, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Allstates Realty Company, Inc., unto The Ajay Corporation.

NOTWITHSTANDING any other provision of this mortgage it is agredd and understood that 1. interest only shall be paid monthly at the rate of 6% on the first day of each and every month until the earlier of the following events: a) the first of the month following completion and occupancy of improvements contemplated to be made on the hereinabove described lots, or b: September 1, 1958.

FILED

1959 FEB 18 AM 10:49



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.

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, ~~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 yearly rent of~~ IN FEE SIMPLE.

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire 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; (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 interest herein above specified 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 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. If the mortgage debt is paid before maturity; and if any prepayment equals or exceeds twenty per centum of the original principal amount of the loan, 180 days' interest, at the rate specified in this mortgage, on the amount prepaid, may be charged by said Mortgagee.

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

AND the said Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the 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, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Sections 720 to 732 inclusive, of Chapter 123, Laws of Maryland, passed at the January Session in the year 1898, or any supplement thereto—or this mortgage may be foreclosed by the said Mortgagee, its successors or assigns, or by PAUL F. DUE, their duly constituted Attorney or Agent, under the provisions of Sections 6 to 15 inclusive, of Chapter 12 of the Laws of Maryland, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Article LXVI, Sections 6 to 10 inclusive, of the Maryland Code (1924), Public General Laws, or under any other General or Local Law of the State of Maryland relating to Mortgages; and upon sale of said property under the powers herein granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to 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 Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City or County aforesaid; (2) To the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage, whether the same shall have matured or not; and (3) The surplus, (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

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 hand and seals of the said Mortgagor.

WITNESS:

Sarah C. Kirby

THE AJAY CORPORATION (SEAL)

BY: Joseph Wright, President (SEAL)

John H. Cadwell (SEAL)

Joseph Wright (SEAL)

4

LIBER 118 PAGE 98

LIBER 1192 PAGE 534

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 17th day of March, 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~City aforesaid~~ County of Baltimore, personally appeared Joseph Wright ~~XXXXXXXXXXXXXXXX~~, President of Ajay Corporation, and ~~XXXXXXX~~ Joseph Wright and John H. Caldwell 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 Leonard E. Mason, 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.

Sarah C. Kirby

Sarah C. Kirby *Notary Public.*

My commission expires May 4, 1959.

Rec'd for record Mar. 26 1958 at 1:25 P.M.

Mailed to Due, Nickerson, Whiteford + Taylor

3L

MORTGAGE

FROM

THE AJAY CORPORATION, ET AL

TO

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO. 10

Received for Record 1958 MAR 26 PM 1:25

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

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

one of the Land Records of Baltimore City,

and examined per ..... Clerk.

Cost of Record, $.....

DUE, NICKERSON, WHITEFORD & TAYLOR
Attorneys at Law
200 Baltimore Life Bldg.
Baltimore, Maryland

The John D. Lucas Ptg. Co., Baltimore 11, Maryland

5

STATEMENT OF MORTGAG CLAIM

LIBER 118 PAGE 99

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

THE AJAY CORPORATION, JOSEPH WRIGHT AND JOHN H. CALDWELL
Lots No. 6, 7 and 8, Block E,
Plat of Pine Haven on Stoney Creek
Anne Arundel County, Md.

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY
Equity No. 13,101

STATEMENT OF MORTGAGE DEBT

ORIGINAL PRINCIPAL BALANCE----------	$31,500.00
Add: Interest	1,509.02
Subtract payments	(1,492.13)
NET BALANCE DUE	$31,516.89

B. Conway Taylor, Jr., Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 17th day of February in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for ~~the~~ County of Baltimore, personally appeared Clayton Demarest, Jr., President of Progress Federal Savings and Loan Association 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 18 AM 10:49

As witness my hand and Notarial Seal,

Sarah C. Kirby
Notary Public.

6

LIBER 118 PAGE 100

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

PROGRESS FEDERAL S & L ASS'N

vs.

Ajay Corporation

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

Docket ..... Folio .....

Equity No 13,101

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 Clayton Demarest, Jr., President of Progress Federal Savings and Loan Association 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.

Clayton Demarest

Affiant.
Clayton Demarest, Jr.

Subscribed and sworn to before me this 12th day of February 19 59

Sabina M. Ragland

Notary Public
Sabina M. Ragland

FILED

1959 FEB 18 AM 10:49

7

LIBER 118 PAGE 101

DECREE FOR SALE OF MORTGAGE PREMISES

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, of the State of Maryland

vs.

THE AJAY CORPORATION, JOSEPH WRIGHT AND JOHN H. CALDWELL
Lots No. 6, 7 and 8, Block E, Plat of Pine Haven on Stoney Creek, Anne Arundel County, Md.

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

Equity No. 13,101

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

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

It, is, Thereupon, This 18th day of February, in the year nineteen hundred and fifty-nine, by the Circuit Court of Anne Arundel County, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that B. Conway Taylor, Jr. 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 $32,000.00 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, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~[illegible]~~ cash, ~~[illegible]~~ 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 heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Benjamin Michaelson
Judge.

FILED

1959 FEB 19 PM 12:27

8

Trustee's Bond LIBER 9 PAGE 551 No. 13,101 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 118 PAGE 102

THAT WE B. Conway Taylor, Jr., 200 Meyerhoff Building, Baltimore 1, Maryland as principal, and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-two Thousand and No/100 - - - - - - - - - - ($32,000.00) 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 19th day of March in the year of our Lord one thousand nine hundred and fifty-nine.

WHEREAS, the above bounden B. Conway Taylor, Jr. by virtue of a decree of the Honorable Judge of the Circuit Court for Anne Arundel County ~~of Baltimore City~~ has been appointed trustee to sell certain property

mentioned in the proceedings in the case of Progress Federal Savings and Loan Association

vs.

The Ajay Corporation and Joseph Wright and John H. Caldwell

now pending in said Court:

Now the Condition of the above Obligation is such,

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

B. Conway Taylor, Jr. (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By Edward Annen, Attorney-in-Fact (SEAL)

Signed, sealed and delivered in the presence of

C. Armstrong
C. Armstrong

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland

STATE OF MARYLAND, BALTIMORE CITY, sct:

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Elsie C. Evans, Edward Annen and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 12th day of December, 1956.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: E. KEMP CATHEART
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, and that the same is on this 19th day of March 1959 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary.

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

19

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary

FILED

1959 MAR 20 PM 3:26

Bond Approved this 20th day of March 1959
George T. Cromwell, Clerk

LIBER 118 PAGE 103

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION : IN THE CIRCUIT COURT

: FOR

VS. : ANNE ARUNDEL COUNTY (IN EQUITY)

THE AJAY CORPORATION AND JOSEPH WRIGHT AND JOHN H. CALDWELL : No. 13,101 Equity

:

.....

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 24th day of March, 1959, sold the property described in the attached advertisement of sale at and for the sum of $14,000 to Progress Federal Savings & Loan Association, he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 24th day of March, 1959, purchased the property described in the attached advertisement of sale from Bl Conway Taylor, Jr., Trustee, at and for the sum of $14,600.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

PROGRESS FEDERAL S & L ASS'N

Sabina M. Ragland
Purchaser
Sabina M. Ragland, Secretary.

TEST: Frank C. Vesely
Frank C. Vesely, Treasurer

FILED

1959 MAR 28 AM 10:16

10

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

THE AJAY CORPORATION, JOSEPH WRIGHT AND JOHN H. CALDWELL
Lots No. 6, 7 and 8, Block E, Plat of Pine Haven on Stoney Creek Anne Arundel County, Md.

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

No. 13101

To The Honorable Judge of the Circuit Court of ANNE ARUNDEL COUNTY

The Report of Sale of B. Conway Taylor, Jr.

Trustee appointed by the decree in the above entitled cause, to make sale of

fee simple lots known as Lots No. 6, 7 and 8, Block E, Plat of Pine Haven on Stoney Creek

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 for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday the 24th day of March 1959 at 2:00 o'clock P. M. attend on the premises and then and there sold said fee simple lots at and for the cash price of $14,000.00 unto Progress Federal Savings and Loan Association.

B. Conway Taylor, Jr., Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 26th day of March 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County Baltimore personally appeared B. Conway Taylor, Jr., Trustee , and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

Sarah C. Kirby

Notary Public.

FILED
1959 MAR 28 AM 10:16

11

LIBER 118 PAGE 105

ORDER NISI

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

versus

THE AJAY CORPORATION, JOSEPH WRIGHT AND JOHN H. CALDWELL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,101 Equity

Ordered, this 28th day of March, 19 59, That the sale of the Property in these proceedings mentioned made and reported by B. Conway Taylor, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of May next.

The report states that the amount of sale was $14,000.00

FILED 1959 MAR 28 AM 10:16

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

versus

THE AJAY CORPORATION, JOSEPH WRIGHT AND JOHN H. CALDWELL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of May, 19 59, 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 MAY -8 AM 10:34

DUE, NICKERSON, WHITEFORD & TAYLOR, Solicitors
200 Meyerhoff Building
Baltimore, Maryland

Trustee's Sale

OF THREE NEW FEE SIMPLE BUNGALOWS

Located at Pine Haven on Stoney Creek
Third Election District, Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from The Ajay Corporation, a body corporate, of the State of Maryland, and Joseph Wright and John H. Caldwell to Progress Federal Savings and Loan Association, a body corporate, dated March 17, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1192 Folio 53 (Default having occurred thereunder) the undersigned Trustee will sell at Public Auction on the Premises on

Tuesday,
March 24, 1959
At 2 P.M., (EST)

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

Being known and designated as Lots Nos. 6, 7, and 8, Block 2, Plat of Pine Haven, on Stoney Creek, dated February 2, 1950, and recorded among the Plat Records of Anne Arundel County on February 10, 1950.

Being the same lots of ground which by deed dated January 10, 1958, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Allstates Realty Company, Inc., unto the Ajay Corporation. Being in fee and each lot improved by new completed or partially completed frame bungalow containing 6 rooms and bath. Oil heat.

TERMS OF SALE: Cash. A deposit of $1000 on each property will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County in Equity Taxes, interest at 6 per cent on unpaid portion of purchase price, and all other charges to be apportioned as of date of sale.

B. CONWAY TAYLOR, JR.,
Trustee

Alex Cooper, Auctioneer
PL. 2-4868 212 N. Calvert Street
Balto. 2, Md. M-19

LIBER 118 PAGE 106 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1959

We hereby certify, that the annexed No 13,101 69
Trustee's Sale
The Ajay Corporation

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of March, 1959. The first insertion being made the 26th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 APR -4 AM 9:58 By D. Tilghman

LIBER 118 PAGE 107 OFF. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,101 Equity

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

versus

THE AJAY CORPORATION, JOSEPH WRIGHT and JOHN H. CALDWELL

Ordered, this 28th day of March, 1959, that the sale of the Property in these proceedings mentioned, made and reported by B. Conway Taylor, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of May next.

The report states that the amount of sale was $14,000.00

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk
A-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq. No. 13,101

The Ajay Corporation 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 4th day of May, 1959. The first insertion being made the 2nd day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M. G. 7024 1959 MAY -5 PM 3:42

14

LIBER 118 PAGE 108

In the Case of

Progress Federal Savings and Loan Association, a body corporate

VS.

The Ajay Corporation, et al

In the

Circuit Court

For

Anne Arundel County

No. 13,101 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. Tinkling
Auditor.

June 22, 1959

Dr. in ac.

Progress Federal Savings and Loan Association, a body corporate
vs. The Ajay Corporation, et al

To Trustee for Fee, in lieu of fee and commissions, as agreed, viz:	100	00	100	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	51	24		
Capital-Gazette Press - order nisi (sale	8	00		
Capital-Gazette Press - order nisi (acct	6	00		
Maryland Casualty Co. - bond premium	128	00		
Alex Cooper - auctioneer's fee	177	50		
One-half Federal documentary stamps	7	70		
One-half State documentary stamps	7	70		
Sarah C. Kirby - notary fee	1	00		
Sabina M. Ragland - notary fee		50	387	64
To Progress Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	13,460	86	13,460	86
			14,000	00
Amount of mortgage claim filed	31,516	89		
Cr. Amount allowed above	13,460	86		
Balance subject to decree in personam	18,056	03		

with B. Conway Taylor, Jr., Trustee Cr.

1949				
Mar.	24	Proceeds of Sale	14,000 00	14,000 00
				14,000 00

JUN 24 PM 1:51

FILED

LIBER 118 PAGE 111

ORDER NISI

Progress Federal Savings and Loan Ass'n, a body corporate

VERSUS

The Ajay Corporation, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,101 Equity.

ORDERED, This 24th 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

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 3:47

Benjamin Michaelson

JUDGE

16

LIBER 118 PAGE 112 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. 13101

The Ajay Corporation

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.

By Marie Yates

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,101 Equity

PROGRESS FEDERAL SAVINGS and LOAN ASSOCIATION, a body corporate

versus

THE AJAY CORPORATION, et al

Ordered, this 24th doy 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, acopy 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
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No. M. G. 9169 1959

19

LIBER 118 PAGE 113

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	for
vs.	*	Anne Arundel County (In Equity)
Archie G. Kimble and	*	Equity No. 13,128
Patricia M. Kimble, his wife	*	

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

Mr. Clerk:

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

1 - Original Mortgage from Archie G. Kimble and Patricia M. Kimble, his wife to the Leeds Federal Savings and Loan Association, dated June 19, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1213, folio 129 etc..

Edward J. Brannan

Edward J. Brannan,
Attorney Named in Mortgage

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City-County Form. LIBER 1213 PAGE 129 LIBER 118 PAGE 114

Equity No. 13.128

This Mortgage,

Made this 19th day of June, in the year one thousand, nine hundred and fifty-eight, between Archie G. Kimble and Patricia M. Kimble, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of EIGHTY-ONE HUNDRED FIFTY ($8150.00) Dollars being part of the purchase money for the property hereinafter described:

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

By the payment on or before the first day of each month from date hereof; of the sum of FIFTY-EIGHT and 04/100 ($58.04) Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

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

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

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

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

Lot numbered 9, in Block No. 15, Section 2, as shown on a "Plat of Harundale", said Plat, now composed of six sheets, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-2, Plat Number 1, 2, 3, 4, 5, and 6 and now recorded in Plat Book No. 20, folio 22. The improvements thereon being known as 1417 Isted Road.

BEING the same lot of ground and premises which by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by William P. Mueller and wife unto Archie G. Kimble and Patricia M. Kimble, his wife, the Mortgagors herein.

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

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

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this Mortgage and in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by Mortgagors of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) to pay all ground rent, if any, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this Mortgage and be included in any decree foreclosing this Mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Mortgagee, its successors or assigns or wherein the Mortgagee, its suc-

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

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

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

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan
Edward J. Brannan

Archie G. Kimble (SEAL)
Archie G. Kimble

Patricia M. Kimble (SEAL)
Patricia M. Kimble

(SEAL)

(SEAL)

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ ANNE ARUNDEL COUNTY, to wit: LIBER 1213 PAGE 132

I HEREBY CERTIFY that on this 19th day of June, 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for ~~the City~~ County aforesaid, personally appeared Archie G. Kimble and Patricia M. Kimble, 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 Robert W. Bratton President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

Edward J. Brannan

Edward J. Brannan 11.50 Notary Public.

EDWARD J. BRANNAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Rec'd for record June 20 1958 at 10:01 A.M.

Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Edward J. Brannan,
Attorney Named in Mortgage

vs.

Archie G. Kimble and
Patricia M. Kimble, his wife

Plaintiffs' Exhibit No. 1"

Edward J. Brannan,
Attorney Named in Mortgage

vs.

Archie G. Kimble and
Patricia M. Kimble, his wife

* IN THE CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* Docket No. 18, Folio 102
* Case No. 13,128

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Archie G. Kimble and Patricia M. Kimble, his wife, dated June 19, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1213, folio 129 etc..

Amount of Mortgage Loan -	$ 8,150.00
Less Amount Paid on Account -	104.96
	$ 8,045.04
Plus Interest to April 6, 1959 -	209.19
	$ 8,254.23
Less Expense Account -Credit	115.08
	$ 8,139.15

Edward J. Brannan
Edward J. Brannan,
Attorney Named in Mortgage

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 11th day of March in the year 1959, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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

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LIBER 118 PAGE 119

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY (Equity)
Archie G. Kimble and Patricia M. Kimble, his wife	*	DOCKET NO. 18, FOLIO 102 CASE No. 13,128 Equity

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

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Edward J. Brannan, Attorney Named in Mortgage, respectfully represents:

I

That on or about June 19, 1958, the Defendants herein executed and delivered to the Leeds Federal Savings and Loan Association, a mortgage in the principal sum of Eighty-One Hundred Fifty Dollars ($8150.00), on the fee simple property known as 1417 Isted Road, Harundale, Third Election District of Anne Arundel County, Maryland.

II

That your Petitioner, on or about March 11, 1959, by virtue of and pursuant to the power contained in the said Mortgage (default having occurred under the covenants therein contained) instituted foreclosure proceedings and has advertized the sale of the mortgaged premises; said sale to take place on Monday, April 6, 1959 at 2 O'Clock, P. M..

III

That one of the Defendants herein, namely; Archie G. Kimble, is in the Armed Forces of the United States with a rank of Sgt. First Class in the Headquarters 3rd. Armored Cavalry Division at Ft. George G. Meade, Maryland, and has as his Commanding Officer Col. Emmett R. White.

IV

That the Defendants herein have abandoned the premises mentioned in these proceedings.

WHEREFORE your Petitioner being unable to file the usual Military Affidavit prays this Honorable Court to appoint counsel to represent the said Archie G. Kimble in these proceedings to protect whatever rights he may have in

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in the mortgaged premises mentioned in these proceedings

AND as in Duty Bound, etc.,

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mortgage -Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 20th 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 Edward J. Brannan, Petitioner in the aforegoing Proceedings, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein stated, to the best of his knowledged, information and belief.

AS WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf - Notary Public.

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LIBER 118 PAGE 121

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY (Equity)
Archie G. Kimble and Patricia M. Kimble, his wife	*	Docket No. _____, Folio _____

* * * * * * * * * * *

ORDER

Upon the foregoing Petition and Affidavit, it is this 21st day of March, 1959

O R D E R E D, by the Circuit Court for Anne Arundel County In Equity that John A. Blandell, be and he is hereby appointed to act as counsel for the said Archie G. Kimble for the purpose of protecting whatever rights he may have in the mortgaged premises mentioned in these proceedings.

Matthew S. Evans
Judge

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

LIBER 118 PAGE 122

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Edward J. Brannan Attorney named in the Mortgage

vs

Archie G. Kimble and Patricia M. Kimble, his wife

LIBER 9 PAGE 566

BOND OF Attorney

TO SELL

Real Estate

No. 13,128 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Edward J. Brannan of Equitable Building, Baltimore, Maryland

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Nine Thousand Dollars ~~XX~~ Dollars ($ 9,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of April, in the year of our Lord, nineteen hundred and 59

WHEREAS, the above bounden Edward J. Brannan

by virtue of the power contained in a mortgage from Archie G. Kimble and Patricia M. Kimble to Leeds Federal Savings & Loan Association bearing date the 19th day of June, 19 58 and recorded among the Land Records of Anne Arundel County in Liber No. GTCT1213 Folio 129 and

Edward J. Brannan

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Edward J. Brannan

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

Signed, sealed and delivered in the presence of

Marguerite E. Wolf

Edward J. Brannan (SEAL)
Edward J. Brannan

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By [illegible]

Attorney-in-fact

Carl K. Gail

Witness to Surety

1959 APR -6 AM 9:10

Bond Approved this 6th day of April 1959.
George T. Cromwell Clerk

EDWARD J. BRANNAN, Solicitor
541 Equitable Building,
Baltimore, Md.

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

known as
1417 Isted Road, Harundale, Glen Burnie, Anne Arundel County, Maryland

By virtue of and pursuant to the power of sale contained in the mortgage from Archie G. Kimble and Patricia M. Kimble, his wife, to the Leeds Federal Savings and Loan Association, dated June 19, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1213, folio 129 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell, at public auction, on the premises, on

Monday, April 6, 1959 at 2 O'Clock P. M.

All that lot of ground situated in Anne Arundel County, State of Maryland and described as follows:

Lot numbered 9, in Block No. 15, Section 2, as shown on a "Plat of Harundale," said Plat, now composed of six sheets, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-2, Plat Number 1, 2, 3, 4, 5, and 6 and now recorded in Plat Book No. 20, folio 22. The improvements thereon being known as 1417 Isted Road.

The aforesaid lot of ground is improved with a one story dwelling (Cottage) containing six (6) rooms and one (1) bath, radiant hot-water-oil heat.

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

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

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

EDWARD J. BRANNAN
Attorney Named in Mortgage,
E. T. Newell & Co., Inc.,
Auctioneers A-2

LIBER 118 PAGE 123 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1959

We hereby certify, that the annexed Mortgage Sale Archie G. Kimble 13,128 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 6 day of April, 1959. The first insertion being made the 12th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

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LIBER 118 PAGE 124

Edward J. Brannan Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT OF ANNE ARUNDEL
vs.	*	COUNTY (Equity)
	*	Docket No.__________, Folio__________
Archie G. Kimble and Patricia M. Kimble, his wife	*	
		Case No. 13,128

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

CERTIFICATION

The undersigned Auctioneer hereby Certifies that on this 6th day of April, 1959, he sold at public auction, for the highest price obtainable, to Inman & Zeigler, Inc., -, the following described property:

Lot numbered 9, in Block No. 15, Section 2, as shown on a "Plat of Harundale", said Plat, now composed of six sheets, formerly recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-2, Plat Number 1, 2, 3, 4, 5, and 6 and now recorded in Plat Book No. 20, folio 22. The improvements thereon being known as 1417 Isted Road.

at and for the price of -EIGHTY SIX HUNDRED DOLLARS ($8600.00) - - - - - - - .

As Witness the corporate seal of the said Auctioneer and the signature of its President.

Witness:

Betty Y. Trueschler

[signature] PRESIDENT.

The undersigned Purchasers of the above described property do hereby certify that they bought said property at the auction at and for the price of - -EIGHTY SIX HUNDRED DOLLARS ($8600.00) - - - - - - - - - - - - - - - .

~~Witness the hands and seals of the said purchasers.~~

Witness the signature of Charles C. Zeigler, - - President of Inman & Zeigler Inc. and its corporate seal.

Witness:

INMAN & ZEIGLER, INC.,

BY: Charles C. Zeigler (SEAL)
Charles C. Zeigler, President

INMAN & ZEIGLER, INC. INCORPORATED 1955 MARYLAND

__________________ (SEAL)

Marguerite E. Wolf
Marguerite E. Wolf

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LIBER 118 PAGE 125

Edward J. Brannan Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Archie G. Kimble and Patricia M. Kimble, his wife	*	Docket No. _____, Folio _____ Case No. 13128
	*	

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated June 19, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1213, folio 129 etc., from Archie G. Kimble and Patricia M. Kimble, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, newspaper published in Anne Arundel County for more than three successive weeks, proceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 6th day of April, 1959 at 2 O'Clock P.M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Inman & Zeigler, Inc., at and for the sum of EIGHTY SIX HUNDRED DOLLARS ($8600.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney
Named in Mortgage.

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STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 15th day of April in the year one thousand nine hundred fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

LIBER 118 PAGE 127

ORDER NISI

EDWARD J. BRANNAN
Attorney Named in Mortgage

versus

ARCHIE G. KIMBLE and
PATRICIA M. KIMBLE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,128 Equity

Ordered, this 20th day of April, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $8,600.00

FILED 1959 APR 20 AM 9:22

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

EDWARD J. BRANNAN
Attorney Named in Mortgage

versus

ARCHIE G. KIMBLE and
PATRICIA M. KIMBLE, 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.

FILED
1959 MAY 26 PM 3:33

Benjamin Michaelson
JUDGE.

15

LIBER 118 PAGE 128 OFFICIAL

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,128 Equity

EDWARD J. BRANNAN
Attorney Named in Mortgage
versus
ARCHIE G. KIMBLE and
PATRICIA M. KIMBLE, his wife

Ordered, this 20th day of April, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $8,600.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 19, 1959

We bereby certify, that the annexed

Order Nisi Sale
Eq. 13,128
Archie G. Kimble

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.

By H. Tilghman

FILED

No. M.G. 7 1959 MAY 19 PM 1:08

LIBER 118 PAGE 129

In the Case of

Edward J. Brannan,
Attorney named in Mortgage
vs.
Archie G. Kimble
and
Patricia M. Kimble, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,128 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. Jinkling
Auditor.

June 26, 1959

FILED

1959 JUN 29 AM 11:39

17

Dr. Edward J. Brannan, Attorney named in Mortgage, vs. Archie G. Kimble and Patricia M. Kimble, his wife in ac.

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	290	79	440	79
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	25		
Auditor - stating this account	13	50	55	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	48	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Baltimore Sun - advertising sale	24	30		
U.S. Fidelity & Guaranty Co.-bond premium	36	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	100	00		
Marguerite E. Wolf - notary fees	1	50	224	56
ToAttorney for Taxes, viz:				
1959 State and County taxes - adjusted to 4/6/59	31	65	31	65
To Attorney for Benefit and Maintenance Charges, viz:				
Metered water to 4/6/59	17	30		
Harundale Maintenance Charge - 1/1/59 to 4/6/59	2	97	20	27
To Leeds Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,937	36	7,937	36
			8,710	38
Amount of mortgage claim filed	8,139	15		
Cr. Amount allowed above	7,937	36		
Balance subject to decree in personam	201	79		

/8

with Edward J. Brannan, Attorney named in Mortgage Cr.

1959						
Apr.	6	Proceeds of Sale	8,600	00		
		Interest on purchase price to 6/10/59	93	15	8,693	15
		Refund 1959 water and sewer benefit charges - adjusted to 4/6/59	17	23	17	23
					8,710	38

ORDER NISI LIBER 118 PAGE 132

Edward J. Brannan,
Attorney named in Mortgage

VERSUS

Archie G. Kimble
and
Patricia M. Kimble, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,128 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 ~~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 3rd day of ~~July~~ August next.

FILED
1959 JUL 29 AM 11:39

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of August, 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 AUG -4 PM 3:47

Benjamin Michaelson
Judge

40

LIBER 118 PAGE 133 OFFICE O.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1959

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq 13128

Archie G. Kimble

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.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,128 Equity
EDWARD J. BRANNAN
Attorney named in Mortgage
versus
ARCHIE G. KIMBLE and PATRICIA M. KIMBLE, his wife

Ordered, this 29th day of June, 1959, That the Report and Account of the Auditor, filed this day in the above entitled caused 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

FILED
No. M. C. 9183 1959 JUL 29 PM 3:51

LIBER 118 PAGE 134

HAROLD VICK, ASSIGNEE *

vs. *

NORMAN LAWRENCE REINHARDT and PATRICIA REINHARDT, his wife, *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(IN EQUITY)

* * * * * 13,138 Equity

MR. CLERK:

Please docket the above entitled case and file therein the following exhibits:

Plaintiff's Exhibit No. 1, being a mortgage from the Defendants to First Federal Savings & Loan Association of Brooklyn, dated January 16, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 735, folio 16, which mortgage was assigned on the 10th day of March, 1959, by First Federal Savings & Loan Association of Brooklyn to Harold Vick for the purpose of foreclosure, which Assignment is recorded or intended to be recorded among said Land Records.

Plaintiff's Exhibit No. 2, being an Affidavit reciting that neither of the Defendants is in the Military Service within the meaning of the Soldiers' and Sailors' Civil Relief Act.

John B. Rowe

John B. Rowe, Atty. for Plaintiffs
2 E. Lexington Street
Baltimore 2, Maryland
PL 2-6897

FILED
1959 MAR 18 AM 9:38

LIBER 118 PAGE 135
LIBER 735 PAGE 16

VA Form 4-6318 (Home Loan), April 1951. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND

MORTGAGE

THIS MORTGAGE, made this 16th day of January, A. D. 1953, by and between

NORMAN LAWRENCE REINHARDT and PATRICIA REINHARDT, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN, 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 Seventy-four Hundred - - - - - - - - - - - - - - - - -Dollars ($ 7400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four per centum (4 %) per annum until paid, principal and interest being payable at the office of First Federal Savings & Loan Association of Brooklyn, 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 Thirty-nine &- - - - - -06/100 Dollars ($ 39.06), commencing on the first day of February, 1953, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 1978. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEGINNING for the same on the eastmost side of Munroe Circle, as laid out 40 feet wide on the Plat of Munroe Circle, filed among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-2, Plat No. 2, at a point distant, as referred to the true meridian South 3° 24' West 1276.50 feet from the point where the southeast side of Fifth Avenue, S.E. is intersected by the eastmost side of the said Munroe Circle; and running thence, with the eastmost side of Munroe Circle, South 3° 24' West 50 feet; thence leaving the said Munroe Circle, and running South 86° 36' East 116.73 feet to intersect the eastmost outline of the whole tract; thence running with the said eastmost outline, North 1° 43' East 50.02 feet; thence leaving the said outline and running North 86° 36' West 115.26 feet to the place of beginning, and also all right, title and interest of the party of the first part in and to a strip of land five feet wide lying in said Munroe Circle, as shown on plat abovementioned; adjacent to and parallel with the first line of the above described parcel, for the use in common with others as a footway.

Being all of Lot No. 543 as shown on the aforesaid plat of Munroe Circle and the five foot strip hereby conveyed. The improvements thereon being known as No. 543 Munroe Circle.

BEING the same lot of ground which by Deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Monumental Homes Corporation, a body corporate, to the within Mortgagors.

PLAINTIFF'S EXHIBIT NO. 1

FILED

1953 MAR 18 AM 9:38

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

16—49590-4

FOR VALUE RECEIVED, the First Federal Savings and Loan Association of Brooklyn, herewith assigns the above and within mortgage unto Harold Vick for the purpose of foreclosure.

AS WITNESS, The corporate seal of the First Federal Savings and Loan Association of Brooklyn and the signature of Lawrence F. Tieman, President thereof, this 10th day of March 1959.

Attest:

Iris J. Minarik

First Federal Savings and Loan Association of Brooklyn,

Lawrence F. Tieman

Lawrence F. Tieman, President

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described ~~[illegible]~~

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, subject to the yearly rental of Ninety-six (96) Dollars payable half-yearly on the 30th days of January and July in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for Thirty (30) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or John B. Rowe, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

4

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty (50) 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:

Irene Chernyz
Irene Chernyz

Norman Lawrence Reinhardt [SEAL]
Norman Lawrence Reinhardt
[SEAL]

Patricia Reinhardt [SEAL]
Patricia Reinhardt
[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 16th day of January, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared NORMAN LAWRENCE REINHARDT and PATRICIA REINHARDT, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared JOHN B. ROWE, 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.

Irene Chernyz
Irene Chernyz, Notary Public.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1953 MAR 18 AM 9 41
& RECORDED IN LIBER GTC NO. 735 FOLIO 16
GEO. T. CROMWELL, CLERK

Recorded- 26th January, 1953, at 10 A.M. "O.P."

LIBER 735 PAGE 19

STATE OF MARYLAND

Mortgage

FROM

NORMAN LAWRENCE REINHARDT & PATRICIA REINHARDT, his wife,

TO

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

Received for Record 1953 at 10 o'clock M.
Same day recorded in Liber No. 735 Folio 16 &c.,
one of the Land Records of Ala Co.
and examined per John M. Hopkins Clerk.
Cost of Record, $

U. S. GOVERNMENT PRINTING OFFICE 16—49890-4

Rowe, Rowe & Vick
2 E. Lexington Street
Baltimore 2, Maryland

LIBER 118 PAGE 139

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

HAROLD VICK, ASSIGNEE

vs.

NORMAN LAWRENCE REINHARDT and

PATRICIA REINHARDT, his wife,

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Docket ..... Folio .....

No. 13,138 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 Lawrence F. Tieman, President of First Federal Savings & Loan Association of Brooklyn and made oath in due form of law that he (~~she~~) knows the 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 been ordered to report for military service.

Lawrence F. Tieman
Affiant.

Lawrence F. Tieman, President

Subscribed and sworn to before me this 17th day of March 19 59

Naomi L. Binko
NAOMI L. BINKO Notary Public

PLAINTIFF'S EXHIBIT #2

FILED
1959 MAR 18 AM 9:38

6

STATEMENT OF MORTGAG CLAIM LIBER 118 PAGE 140

HAROLD VICK, ASSIGNEE

vs.

NORMAN LAWRENCE REINHARDT and

PATRICIA REINHARDT, his wife.

IN THE

CIRCUIT COURT

FOR

~~XXX~~

ANNE ARUNDEL COUNTY

~~BALTIMORE EXXXXX~~

DOCKET:
FOLIO:
CASE NO. 13,138 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Harold Vick, Assignee, under the mortgage from Norman Lawrence Reinhardt and Patricia Reinhardt, his wife, to First Federal Savings & Loan Association of Brooklyn dated 16th day of January, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 735, folio 16, which mortgage has been assigned to Harold Vick for the purpose of foreclosure.

Balance on unpaid principal:	$ 6,450.60
Interest on unpaid principal from April 1, 1958, to March 30, 1959:	258.00
	$ 6,708.60
Plus overdraft of Borrowers' Expense Account:	79.61
TOTAL:-	$ 6,788.21

Plus interest on $6,530.21 at the rate of 4% per annum, from March 30, 1959, until paid.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 17th day of March in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for ~~said City and Baltimore~~ Baltimore County, personally appeared

HAROLD VICK, Assignee

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

FILED

1959 MAR 18 AM 9:38

As witness my hand and Notarial Seal,

Naomi K. Binko

Naomi K. Binko, *Notary Public.*

Assignee's
~~Mortgagee's Assignment of Bond.~~

LIBER 9 PAGE 557

1-369

227 ST. PAUL STREET
BALTIMORE, MD.

LIBER 118 PAGE 141

60 JOHN STREET
NEW YORK, N.Y.

280514

No. 13,138 Equity

Know All Men by These Presents:

That we Harold Vick 2 E. Lexington Street Baltimore, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND AND 00/100 ($7,000.00) - - - - - - - - - - - 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 23rd - - - - - - - - - - - - - - - - day of March - - - - - in the year nineteen hundred and fifty-nine

Whereas, the above bounden Harold Vick

by virtue of the power contained in a Mortgage from Norman Lawrence Reinhardt and Patricia Reinhardt, his wife to the First Federal Savings & Loan Association of Brooklyn, Md bearing date the 16th day of January nineteen hundred and fifty three and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 1135, Folio 16, and

543 Munroe Circle 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 Herold Vick

es do and shall well and truly and faithfully perform the trust reposed in him under the ...ge aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity *State o,* ...ciation 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

Harold Vick (Seal)

(Seal)

(Seal)

~~Attest~~ As to Surety:

M. S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By R.H.Nichols Attorney-in-Fact

FILED

1959 MAR 28 AM 10:04

Bond approved this 28th day of March 1959.

George T. Cromwell, Clerk

8

ROWE, ROWE & VICK,
Attorneys
2 E. Lexington St.
Baltimore 2, Md.

Mortgage Sale

VALUABLE LEASEHOLD RESIDENTIAL PROPERTY

KNOWN AS NO. 543 MUNROE CIRCLE, GLEN BURNIE, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of the power contained in a Mortgage from Norman Lawrence Reinhardt and Patricia Reinhardt, his wife, to First Federal Savings & Loan Association of Brooklyn, dated January 16, 1953 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 735, folio 16, which Mortgage has been assigned to Harold Vick for the purpose of foreclosure, the undersigned Assignee will sell at public auction on the premises on

Friday, April 10, 1959
at 4:00 P. M.
Eastern Standard Time

All that leasehold real estate situate in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same on the eastmost side of Munroe Circle, as laid out 40 feet wide on the Plat of Munroe Circle, filed among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G2, Plat No. 2, at a point distant, as referred to the true meridian South 3 degrees 24' West 1276.50 feet from the point where the southeast side of Fifth Avenue, S.E. is intersected by the eastmost side of the said Munroe Circle; and running thence, with the eastmost side of the said Munroe Circle, South 3 degrees 24' West 50 feet; thence leaving the said Munroe Circle, and running South 86 degrees 36' East 116.73 feet to intersect the eastmost outline of the whole tract; thence running with the said eastmost outline, North 1 degree 43' East 50.02 feet; thence leaving the said outline and running North 86 degrees 36' West 115.26 feet to the place of beginning, and also all right, title and interest of the party of the first part in and to a strip of land five feet wide lying in said Munroe Circle, as shown on plat above-mentioned; adjacent to and parallel with the first line of the above described parcel, for the use in common with others as a footway.

Subject to an amount ground rent of $96.00 payable half-yearly on the 30th days of January and July in each and every year.

Improved by a ranch-type frame dwelling.

TERMS OF SALE: A cash deposit of Seven Hundred Fifty ($750.00) Dollars will be required of the Purchaser at the time and place of sale, and the balance of the purchase money with interest thereon at the rate of six (6) per cent per annum to be paid in cash upon final ratification of the sale.

All expenses including taxes, ground rent and Anne Arundel County sanitary charges, if any, to be adjusted to day of sale.

HAROLD M. VICK,
ASSIGNEE
T.C.W. HOBBS & COMPANY
AUCTIONEERS

A-9

LIBER 118 PAGE 142 OFFICE O.

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

Norman Lawrence Reinhardt

Equity No. 13,138

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of April, 1959. The first insertion being made the 19th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

FILED
1959 APR 13 AM 9:50

LIBER 118 PAGE 143

HAROLD VICK, ASSIGNEE	*	IN THE
vs.	*	CIRCUIT COURT
NORMAN LAWRENCE REINHARDT and PATRICIA REINHARDT, his wife.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY

* * * * * * * Equity no. 13,138

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Ssle of HAROLD VICK, Assignee of the mortgage filed in these proceedings, respectfully shows:

That after filing with the Clerk of this Honorable Court, the bond required of him under the law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Harold Vick, Assignee, did, pursuant to said notice, on Friday, April 10, 1959, at 4 o'clock, p.m., attend on the premises and then and there sold by Public Auction the leasehold property mentioned and described in the mortgage filed in these proceedings, known as No. 543 Munroe Circle, Glen Burnie, Anne Arundel County, Maryland, unto FRED W. KUETHE and HELEN M. KUETHE, his wife, at and for the sum of Seventy-two Hundred ($7200.00) Dollars, subject to an annual rent of Ninety-six ($96.00) Dollars; the said purchasers, at the price mentioned, being the highest bidder therefor.

Respectfully submitted,

Harold Vick

Harold Vick, Assignee of said Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 14th day of April, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared HAROLD VICK, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Naomi K. Binko

Naomi K. Binko, Notary Public

NAOMI K. BINKO NOTARY PUBLIC BALTIMORE CO.

FILED

1959 APR 15 AM 9:27

10

ORDER NISI

LIBER 118 PAGE 144

HAROLD VICK, ASSIGNEE

versus

NORMAN LAWRENCE REINHARDT and
PATRICIA REINHARDT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,138 Equity

Ordered, this 15th day of April, 1959, That the sale of the Property in these proceedings mentioned made and reported by Harold Vick, Assignee

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 $ 7200.00

George T. Cromwell Clerk.

True Copy,
FILED
1959 APR 15 AM 9:27

TEST: _____ Clerk.

(Final Order)

HAROLD VICK, ASSIGNEE

versus

NORMAN LAWRENCE REINHARDT and
PATRICIA REINHARDT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 3 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.

Matthew S. Evans
JUDGE.

FILED
1959 JUN -3 PM 3:24

LIBER 118 PAGE 145 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. 13,138 Equity

Harold Vick, Assignee
versus
Norman Lawrence Reinhardt and Patricia Reinhardt, his wife

Ordered, this 15th day of April, 1959, That the sale of the Property in these proceedings mentioned made and reported by Harold Vick, Assignee, Trustees, 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 $7200.00

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. 13,138
Norman Lawrence Reinhardt

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. 7224 1959 MAY 19 PM By O. N. Tilghman

ASSIGNEE'S BOND

~~Mortgagee and Assignee's~~ Bond.

LIBER 118 PAGE 146

1-369

227 ST. PAUL STREET
BALTIMORE, MD.

LIBER 10 PAGE 2

60 JOHN STREET
NEW YORK, N.Y.

ADDITIONAL BOND
280514

No. 13,138 Equity

Know All Men by These Presents:

That we Harold Vick
#2 E. Lexington Street Baltimore, Maryland, as Principal

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

TWO HUNDRED AND 00/100 ($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 26th - - - - - - - - - - - - - - - - - - -

day of May - - - - - - - - - - in the year nineteen hundred and fifty-nine.

Whereas, the above bounden Harold Vick

by virtue of the power contained in a Mortgage from First Federal Savings & Loan Association to Norman Lawrence Reinhardt and Patricia Reinhardt, his wife

bearing date the 16th day of January nineteen hundred and fifty-three

and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 1135, Folio 16, and

543 Munroe Circle 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 Harold Vick

as 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

Naomi K. Binko

~~Attest~~ NAOMI K. BINKO

As to Surety:

M. S. Kraus

Harold Vick (Seal)
Harold Vick

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

Bond Approved this 28th day of May 1959
George T. Cromwell, Clerk

1959 MAY 28 PM 2:39

LIBER 118 PAGE 147

In the Case of

Harold Vick,
Assignee
vs.
Norman Lawrence Reinhardt
and
Patricia Reinhardt, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,138 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. Jickling
Auditor.

June 22, 1959

FILED

1959 JUN 25 PM 3:56

14

Dr. Harold Vick, Assignee vs. Norman Lawrence Reinhardt and Patricia Reinhardt, his wife

in ac.

To Assignee for Fee, viz:	50 00		
To Assignee for Commissions, viz:	248 06		298 06
To Assignee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	29 50		
Auditor - stating this account and two copies	18 00		57 50
To Assignee for Expenses, viz:			
Capital-Gazette Press - advertising sale	60 00		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Baltimore Sun - advertising sale	8 75		
New Amsterdam Casualty Co. - bond premium	28 00		
T. C. W. Hobbs - auctioneer's fee	25 00		
Clerk of Court - recording assignment	1 00		
One-half Federal documentary stamps	4 12		
One-half State documentary stamps	8 25		
Naomi K. Binko - notary fees	1 50		150 62
To Assignee for Taxes, viz:			
1959 State and County taxes - 3 months 10 days	31 24		31 24
To Assignee for Benefit Charges, viz:			
Metered water to 4/8/59	18 30		18 30
To Assignee for Ground Rent, viz:			
semi-annual ground rent of $48.00 due 7/30/59 - 2 months 11 days	18 66		18 66
To First Federal Savings & Loan Ass'n of Brooklyn, mortgagee - this balance on account mortgage claim	6,711 73		6,711 73
			7,286 11
Amount of mortgage claim filed	6,788 21		
Cr. Amount allowed above	6,711 73		
Balance subject to decree in personam	76 48		

with Harold Vick, Assignee Cr.

1959				
Apr.	10	Proceeds of Sale	7,200 00	
		Interest on deferred payment of $6,450.00 to 6/16/59	68 78	7,268 78
		Refund 1959 water and sewer benefit charges - 8 months 20 days	17 33	17 33
				7,286 11

LIBER 118 PAGE 150

ORDER NISI

Harold Vick,

Assignee

VERSUS

Norman Lawrence Reinhardt

and

Patricia Reinhardt, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,138 Equity.

ORDERED, This 25th 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 ~~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 3rd day of August next.

George T. Cromwell

1959 JUN 25 PM 3:55

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of August, 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 AUG -4 PM 3:48

Benjamin Nicholson

JUDGE

17

LIBER 118 PAGE 151 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. 13,138 Equity
HAROLD VICK, Assignee
vsrsus
NORMAN LAWRENCE REINHARDT and PATRICIA REINHARDT, his wife.

Ordered, this 25th 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 - Aud. Acct. Eq 13138

Norman Lawrence Reinhardt

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. 9168 1959 ... By Marie Tate

18

LIBER 118 PAGE 152

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
RAY PERSHING BOGGS,	*	ANNE ARUNDEL COUNTY
	**********	In Equity

No. 13,145 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

1959 MAR 28 AM 9:24

80560

LIBER 118 PAGE 153
LIBER 1179 PAGE 403

No. 13,145 Equity
MARYLAND

VA Form VB4-6318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

"PETITIONER'S EXHIBIT A"

MORTGAGE

THIS MORTGAGE, made this 10th day of January, A. D. 19 58, by and between RAY PERSHING BOGGS, ----------

of Anne Arundel County ----------, in the State of Maryland, hereinafter called the Mortgagor, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION ---, a body corporate duly incorporated ----------
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINETY FOUR HUNDRED FIFTY ---------- Dollars ($ 9,450.00-), 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 FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION --- , in Baltimore City, State of --------Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY NINE DOLLARS AND SEVENTY FIVE CENTS ------- ($ 59.75 ---), commencing on the first day of February-------, 1958 , 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 January----------, 19 78 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lots Nos 299, 300 and 301, and 302 as shown on the Plat of the New Plan of Ferndale Farms, Section C, recorded among the Land Records of Anne Arundel County in Plat Cabinet 2, Rod D-7, Plat 234 (now Plat Book No 15 folio 21) The improvements thereon being known as No. 107 Ferndale Avenue.

BEING the same lots of ground which by Deed date evendate herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior heretowere granted and conveyed by JAMES J. ALLEN and SHIRLEY V. ALLEN, his wife to RAY PERSHING BOGGS, the within Mortgagor.

FILED

1959 MAR 28 AM 9:24

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

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition 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: 20" Gas Range

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

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

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

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

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

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

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

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

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

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

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

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

4

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

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

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

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

Witness:

George A. Heinfield
GEORGE A. HEINFIELD

Ray Pershing Boggs (SEAL)
RAY PERSHING BOGGS

STATE OF MARYLAND, CITY OF BALTIMORE -- to wit: LIBER 1179 PAGE 407

I HEREBY CERTIFY, That on this 10th day of January, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared RAY PERSHING BOGGS, the above named Mortgagors, and he acknowledged the foregoing mortgage to be his act.

At the same time also personally appeared Andrew M. Bohle, 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.

GEORGE A. HEINFIELD NOTARY PUBLIC BALTIMORE CITY

George A. Heinfield
GEORGE A. HEINFIELD Notary Public.

My commission expires May 4th, 1959.

Rec'd for record Jan 14 1958 at 11:16 A.M.
Mailed to The Security Title Guarantee Corp. of Balto.

FILE NO. 3544
WRITTEN BY [illegible]
FORM APPROVED [illegible]
READY FOR RECORD [illegible]

INDEX IN CHATTELS

STATE OF MARYLAND

Mortgage

FROM
RAY PERSHING BOGGS,

TO
FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

REC'D FOR RECORD IN LIBER [illegible] FOLIO [illegible] &c., AMONG THE RECORDS OF ANNE ARUNDEL COUNTY
1958 JAN 14 AM 11:16
& RECORDED IN LIBER G.T.C. NO. 1179 FOLIO 403
GEO. R. BOMEISLER, Clerk.
Received for Record 19 day of [illegible] Same day recorded in Liber No. [illegible] Folio [illegible] one of the Land Records of [illegible] and examined per

Cost of Record $ 14.50

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

LIBER 118 PAGE 157

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
RAY PERSHING BOGGS	*	ANNE ARUNDEL COUNTY,

********** No. 13,145 Equity

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Ray Pershing Boggs to Fraternity Federal Savings and Loan Association dated January 10, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1179, folio 403.

March 18, 1959

Ray Pershing Boggs
107 Ferndale Avenue
GlenBurnie, Maryland

Original Amount of Loan	$9450.00
Interest	513.51
Sanitary Charges & Water Bill	66.75
	$10,030.26
Less Payments	389.05
Balance	$ 9,641.21

William G. Riggs
WILLIAM G. RIGGS, Secretary
Fraternity Federal Savings and Loan Association

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

I HEREBY CERTIFY, that on this 23rd 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 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 statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED

1959 MAR 28 AM 9:24

6

Mortgagee and Attorney's Bond.

LIBER 9 PAGE 588

US 1-369

LIBER 118 PAGE 158

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

Equity No. 13,145

Know All Men by These Presents:

That we William C. Rogers

113 E. Baltimore Street, Baltimore 2, Maryland as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand and no/100 ($10,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this twenty-eighth day of April 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 Ray Pershing Boggs to Fraternity Federal Savings & Loan Association, a body corporate bearing date the tenth day of January nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber GTC No. 1179, Folio 403, 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

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By J.F. Eierman, Vice-President

Attest: Jos.T. Kozlosky, Assistant Secretary

Witness as to Surety: F B Cary

F. B. Cary

FILED 1959 MAY -1 PM 1:53

Bond filed and approved this 1 May 1959 Grace T. Cromwell, Clerk

LIBER 118 PAGE 159

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
RAY PERSHING BOGGS,	*	ANNE ARUNDEL COUNTY
	**********	In Equity /145

STATE OF MARYLAND)
CITY OF BALTIMORE) To Wit:

On this 30th day of April, 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 Ray Pershing Boggs is the owner of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Ray Pershing Boggs is not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

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

Notary Public

FILED

1959 MAY -2 AM 9:30

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY AT FERNDALE, 5th ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Ray Pershing Boggs to Fraternity Federal Savings and Loan Association, dated January 10, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1179, folio 403, default having occurred thereunder, the undersigned, as Attorney named in the Morgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, May 2, 1959 at 11:00 A. M. Daylight Saving Time

All those lots with improvements thereon, described as follows: Being known and designated as Lots Nos., 299, 300, 301 and 302, as shown on the Plat of the New Plan of FERNDALE FARMS, Section C, recorded among the Land Records of Anne Arundel County in Plat Book No. 15, folio 21. The improvements thereon being known as No. 107 Ferndale Avenue. Being the same property conveyed to said Mortgagor by James J. Allen and wife, by deed dated January 10, 1958 and recorded in Liber G.T.C. No. 1179, folio 401. Subject, however, to the legal operation and effect of pole line agreements recorded in Liber GW No. 131, fol. 178 and FAM No. 136, fol. 416 and restrictions set forth in a deed from Ferndale Farms Corporation to Hay, FSR No. 75, folio 128.

IMPROVEMENTS: One story brick house; 4 rooms and bath; hot air oil heat.

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

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

A-30.

LIBER 118 PAGE 160 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 6, 1959

We hereby certify, that the annexed

Attorney's Sale

12,145 Equity

Ray Pershing Boggs

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 May, 1959. The first insertion being made the 9th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 MAY -8 By [illegible]

LIBER 118 PAGE 161

ROBERT H. CAMPBELL - - - - - - - - - - - - AUCTIONEER

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

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Property

AT FERNDALE, 5TH ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Ray Pershing Boggs to Fraternity Federal Savings and Loan Association, dated January 10, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1179, folio 403, default having occurred thereunder, the undersigned, as Attorney named in the Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, May 2, 1959

AT 11:00 A.M.

DAYLIGHT SAVING TIME

All those lots with improvements thereon, described as follows: Being known and designated as Lots Nos. 299, 300, 301 and 302, as shown on the Plat of the New Plan of FERNDALE FARMS, Section C, recorded among the Land Records of Anne Arundel County in Plat Book No. 15, folio 21. The improvements thereon being known as No. 107 Ferndale Avenue. Being the same property conveyed to said Mortgagor by James J. Allen and wife, by deed dated January 10, 1958 and recorded in Liber G.T.C. No. 1179, folio 401. Subject, however, to the legal operation and effect of pole line agreements recorded in Liber GW No. 131, folio 178 and FAM No. 136, folio 416 and restrictions set forth in a deed from Ferndale Farms Corporation to Hay, FSR No. 75, folio 128.

IMPROVEMENTS: One story brick house; 4 rooms and bath; hot air oil heat.

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

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

PRINTED BY
CAPITAL-GAZETTE PRESS, INC., ANNAPOLIS, MD.

Filed

1959 MAY 11 AM 11:44

10

I hereby certify that I have this 2nd day of May, 1959, sold the within described property to Fraternity Federal Savings and Loan Association - - - - - - - - - - at and for the sum of Nine Thousand, Nine Hundred Dollars ($9,900.00) - - - - - - - it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Fraternity Federal Savings and Loan Association has on this 2nd day of May, 1959, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Nine Thousand, Nine Hundred Dollars ($9,900.00) and hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS & LOAN ASS'N

BY

WILLIAM C ROGERS, ATTORNEY FOR FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

FILED

1959 MAY 11 AM 11:44

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY AT FERNDALE, 5th ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Ray Pershing Boggs to Fraternity Federal Savings and Loan Association, dated January 10, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1179, folio 403, default having occurred thereunder, the undersigned, as Attorney named in the Morgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, May 2, 1959 at 11:00 A. M. Daylight Saving Time

All those lots with improvements thereon, described as follows: Being known and designated as Lots Nos., 299, 300, 301 and 302, as shown on the Plat of the New Plan of FERNDALE FARMS, Section C, recorded among the Land Records of Anne Arundel County in Plat Book No. 15, folio 21. The improvements thereon being known as No. 107 Ferndale Avenue. Being the same property conveyed to said Mortgagor by James J. Allen and wife, by deed dated January 10, 1958 and recorded in Liber G.T.C. No. 1179, folio 401. Subject, however, to the legal operation and effect of pole line agreements recorded in Liber GW No. 131, fol. 178 and FAM No. 136, fol. 416 and restrictions set forth in a deed from Ferndale Farms Corporation to Hay, FSR No. 75, folio 122.

IMPROVEMENTS: One story brick house; 4 rooms and bath; hot air oil heat.

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

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

A-30

WILLIAM C. ROGERS, Attorney Named in Mortgage * IN THE
* CIRCUIT COURT
vs. * FOR
RAY PERSHING BOGGS, * ANNE ARUNDEL COUNTY
* * * * * * * * Equity No. 13,145

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 No. 107 Ferndale Avenue, Anne Arundel County, Maryland in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, 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 three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, May 2, 1959 at 11:00 A.M. daylight saving time, 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 Fraternity Federal Savings and Loan Association, a body corporate, at and for the price of $9,900.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

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

I HEREBY CERTIFY that on this 5th day of May, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form of law 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 MAY 11 AM 11:44

15

LIBER 118 PAGE 164

ORDER NISI

William C. Rogers, Attorney
Named in Mortgage

versus

Ray Pershing Boggs

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,145. Equity

Ordered, this 11th day of May, 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 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.

The report states that the amount of sale was $9,900.00

Geo. T. Cromwell Clerk.

True Copy,

FILED
1959 MAY 11 AM 11:44

TEST: _____ Clerk.

(Final Order)

William C. Rogers, Attorney
Named in Mortgage

versus

Ray Pershing Boggs

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 16th day of June, 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 Henderson JUDGE.

FILED
1959 JUN 16 PM 3:20

LIBER 118 PAGE 165 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. 13,145 Equity

WILLIAM C. ROGERS, Attorney Named in Mortgage
versus
RAY PERSHING BOGGS

Ordered, this 11th day of May, 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 15th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Aruodel County, once in each of three successive weeks before the 15th day of June next.

The report states that the amount of sale was $9,900.00

GEORGE T. CROMWELL, Clerk

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

FILED
1959 JUN 11 AM 9:56

No. M[illegible]

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,145

Ray Pershing Boggs

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 June, 1959. The first insertion being made the 14th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

In the Case of

William C. Rogers,
Attorney named in Mortgage
VS.
Ray Pershing Boggs

In the

Circuit Court

For

Anne Arundel County

No. 13,145 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. Fiddeman
Auditor.

June 24, 1959

FILED
1959 JUN 29 PM 3:55

15

Dr. William C. Rogers, Attorney named in Mortgage vs. Ray Pershing Boggs in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	329	21	429	21
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	12	62		
U. S. Casualty Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	25	00		
Robert H. Campbell - posting and mailing handbills	10	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	5	50		
Herbert C. Moore - notary fees	1	50	134	12
To Attorney for Taxes, viz: 1959 State and County taxes - 4 months 2 days	32	50	32	50
To Fraternity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,326	20	9,326	20
			9,973	53
Amount of mortgage claim filed	9,641	21		
Cr. Amount allowed above	9,326	20		
Balance subject to decree in personam	315	01		

16

with William C. Rogers, Attorney named in Mortgage Cr.

1959				
May	2	Proceeds of Sale	9,900 00	
		Interest on deferred payment of $9,400.00 to 6/19/59	73 53	9,973 53
				9,973 53

LIBER 118 PAGE 169

ORDER NISI

William C. Rogers,
Attorney named in Mortgage

VERSUS

Ray Pershing Boggs

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,145 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 ~~xxxx~~ 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 ~~xxxx~~ August next.

George T. Cromwell Clerk

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 3:43

Benjamin Michaelson
Judge

FILED
1959 JUN 29 PM 3:55

LIBER 118 PAGE 170 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 Eq. 13,145

Auditor Account

Ray Pershing Boggs

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.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13.145 Equity
WILLIAM C. ROGERS
Attorney named in Mortgage
versus
RAY PERSHING BOGGS

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

FILED

No. M. G. 91-25 1959

17

LIBER 118 PAGE 171

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GLEN ISLE ESTATES, INC.,
a body corporate of the State
of Maryland
236 Main Street
Annapolis, Maryland

In Equity

Equity No. 13031

Plaintiff

vs.

ANNA D. SCHWARTZ and
EDNA F. SCHWARTZ, Trustees
413 Waveland Road
Baltimore, Maryland

MARTIN KATCHER and
KATHLEEN S. KATCHER, his wife,
1607 - 28th Street, S.
Arlington, Virginia

RAYMOND D. HAYDEN
12103 Valley Drive
Silver Springs, Maryland

MURRAY E. BERKOWITZ
410 Oneida Street, N. E.
Washington, D. C.

SANFORD A. KINSEY
822 Ogelthorpe Street, N. E.
Washington, D. C.
And any and all persons, heirs, devisees, assignees or other persons having or claiming to have any interest in the following described real estate, all located in the Second Election District of Anne Arundel County, to wit:

Lots 28 & 29, Blk. G - Glen Isle, as shown on the "Revised Plat of Lots 27-92 Incl., Blk. 'W' and Plat of Lots 1-5 Incl. and 18-32 Incl., Blk. 'G' Glen Isle", recorded in Plat Book 17, folio 37.

Lots 10 & 11 in Blk. H, Glen Isle, as shown on Plat of "Glen Isle, Blocks E, F, G, H, U & V", recorded in Plat Book 21, folio 37.

Lots 3 & 8, Blk. T, as shown on the Plat of "Glen Isle", as recorded in Plat Book No. 9, folio 31 (sold as Lot 3.8, Blk. T, as shown on the Plat of Glen Isle)

BETTY J. WILLSON
R.F.D. #5, Box 499
Alexandria, Virginia
And any and all persons, heirs, devisees, alienees or assignees having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

FILED
1958 DEC 30 AM 11:42

Lots 74 & 75, Blk. V, 50 x 120 each, Glen Isle, as shown on the Plat of "Glen Isle Blocks E, F, G, H, U & V" recorded in Plat Book 21, folio 37.

Defendants

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That it is a corporation duly organized and existing under the laws of the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 70-116 inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Edition).

2. That on October 14, 1957 , your Plaintiff, at a regular tax sale, purchased from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes on the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. A3556 - Lots 28-29, Blk. G, Glen Isle, Second Election District and assessed to Anna D. and Edna F. Schwartz.

(2) Certificate No. A3504 - Lots 10 & 11, Blk. H, Lots 3 & 8, Blk. T, as shown on the plat of Glen Isle, Second Election District, Glen Isle, and assessed to Anna D. and Edna F. Schwartz.

(3) Certificate No. A3505 - Lots 74 & 75, Blk. V, 50 x 120 each, Glen Isle, Second Election District and assessed to Betty J. Willson.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: Numbers A3556, A3504 and A3505, dated October 14,

1957, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits" Numbers 1 to 3, inclusive and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records , Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

(1) Anna D. Schwartz and Edna F. Schwartz, Trustees, are the record owners of Lots 28 & 29, Blk. G, as shown on the "Revised Plat of Lots 27-92 Incl., Blk. 'W' and Plat of Lots 1-5 Incl. and 18-32 Incl., Blk. 'G', Glen Isle", which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 17, folio 37, by virtue of a deed recorded in Liber J.H.H. 542 at folio 433. Plaintiff is advised and believes that Defendants Martin Katcher and Kathleen Katcher were at one time contract purchasers of said lots, and thereafter and several years prior hereto defaulted in the payment of principal, interest, taxes and covenant fees due under said contract.

(2)a- Anna D. Schwartz and Edna F. Schwartz, Trustees, by virtue of deed recorded in Liber J.H.H. 542, folio 433 are the record owners of Lots 10 & 11, Blk. H, as shown on the Plat of "Glen Isle, Blocks E, F, G, H, U & V" recorded in Plat Book 21, folio 37, and also are the record owners of Lots 3 and 8, Blk. "T", (advertised as "Lot 3.8, Blk. T as shown on the Plat of Glen Isle") as shown on the Plat of "Glen Isle", recorded in Plat Book No. 9, folio 31.

b- Plaintiff is advised and believes that Raymond D. Hayden is the holder of an unrecorded deed to said Lots 10 & 11, Blk. H, Glen Isle, dated September 1955, from Anna D. Schwartz and Edna F. Schwartz, Trustees, to said Raymond D. Hayden.

c- Plaintiff is further advised and believes that Murray E. Berkowitz and Sanford A. Kinsey are the holders of an unrecorded deed to said Lots 3 & 8, Block T, Glen Isle, from Anna D. Schwartz and Edna F. Schwartz, Trustees.

(3) Betty J. Willson, by virtue of a deed from Anna D. Schwartz and Edna F. Schwartz, Trustees, recorded in Liber J.H.H. 548 at folio 101, is the record owner of said Lots 74 and 75, Block V, Glen Isle.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 14, 1957, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and the City of Annapolis, and Plaintiff bid and paid for the aforesaid Tax Sale Certificates, the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
(1) A3556	$55.00	$32.96
(2) A3504	100.00	32.17
(3) A3505	175.00	25.17

7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
(1) A3556	$32.96
(2) A3504	32.17
(3) A3505	25.17

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on each of the above Certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoenae be issued and served upon the Defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain

day to be stated therein and answer the exigencies of this Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provides that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

And as in duty bound, etc.

GLEN ISLE ESTATES, INC.

By: C. Maurice Weidemeyer
C. Maurice Weidemeyer, Pres.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Thomas M. Schifanelli
Thomas M. Schifanelli
Attorneys for Plaintiff
236 Main Street
Annapolis, Maryland
Colonial 3-3957

15

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is the President of Glen Isle Estates, Inc., Plaintiff herein, and he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 30th day of December, 1958.

Mildred P. Brice
Mildred P. Brice - Notary Public

LIBER 118 PAGE 177

A 3556

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of Anne Arundel, hereby certify that on October 14th 1957, I sold to Glen Isle Estates Inc at public auction for the sum of 55.00 Dollars and ____ Cents, of which 32.96 Dollars has been paid as a deposit on the property in District 2 described as Lots 28-29 Sec 2 as shown on the plat of Glen Isle.

and assessed to Edna D & Edna F. Schwartz

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 14th 1959, 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 14 day of Oct 1957

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Levine
Notary Public.

My Commission Expires May 4, 1959

FILED
1958 DEC 30 AM 11 42

Plaintiff's Exhibit No. 1

LIBER 118 PAGE 178

A 3504 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to ~~Glen~~ Isle Estates Inc. ~~Municipal~~ at public auction for the sum of 100 Dollars and 00 Cents, of which 32.17 Dollars has been paid as a deposit on the property in 2nd Dist described as Lots 10-11 blk H Lot 3.8 blk T as shown on plat of Glen Isle

and assessed to Anna D. + Edna F. Schwartz

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1958, 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 14 day of Oct 1957

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Louis
Notary Public.

My Commission Expires May 4, 1959

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1958 DEC 30

Plaintiff's Exhibit No. 2

LIBER 118 PAGE 179

A 3505 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to ~~Glen~~ Dale Estates Inc ~~Glen Dale~~ at public auction for the sum of 175 Dollars and 00 Cents, of which 25.17 Dollars has been paid as a deposit on the property in 2nd Dist described as Lots 74-75 blk V 50 x 120 each as shown on plat of Glen Dale

and assessed to Betty J. Willson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1958, 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 14 day of Oct 1957

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 4 1959

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1958 DEC 30 AM 11 42

Plaintiff's Exhibit No. 3

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C. Maurice Weidemeyer
Thomas M. Schifanelli
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GLEN ISLE ESTATES, INC., a body corporate of the State of Maryland
236 Main Street
Annapolis, Maryland

Plaintiff

* IN EQUITY

* EQUITY NO. 13031

vs.

ANNA D. SCHWARTZ and EDNA F. SCHWARTZ, Trustees; 413 Waveland Road, Baltimore, Maryland

MARTIN KATCHER and KATHLEEN S. KATCHER, his wife; 1607 - 28th Street, S., Arlington, Virginia

RAYMOND D. HAYDEN; 12103 Valley Drive, Silver Springs, Maryland

MURRAY E. BERKOWITZ; 410 Oneida Street, N. E., Washington, D. C.

SANFORD A. KINSEY; 822 Ogelthorpe Street, N. E., Washington, D. C.

BETTY J. WILLSON; R.F.D. #5, Box 499, Alexandria, Virginia

AND any and all persons having or claiming to have any interest in the following described real estate, located in the Second Election District of Anne Arundel County, Maryland, to wit:

DESCRIPTION	CERTIFICATE NO.
(1) Lots 28 & 29, Blk. G, Glen Isle, as shown on the "Revised Plat of Lots 27-92 Incl., Blk. 'W' and Plat of Lots 1-5 Incl. and 18-32 Incl., Blk. 'G', Glen Isle", recorded in Plat Book 17, folio 37.	A-3556
(2) Lots 10 & 11 in Blk. H, Glen Isle, as shown on Plat of "Glen Isle, Blocks E, F, G, H, U & V", recorded in Plat Book 21, folio 37. Lots 3 & 8, Blk. T, as shown on the Plat of "Glen Isle", as recorded in Plat Book No. 9, folio 31	A-3504

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(3) Lots 74 & 75, Blk. V, 50 x 120 each, Glen Isle, as shown on the Plat of "Glen Isle Blocks E, F, G, H. U & V" recorded in Plat Book 21, folio 37 — A-3505

All as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to Glen Isle Estates, Inc., Plaintiff, on October 14, 1957, for amounts in said Certificates hereinafter set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 14th day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Glen Isle Estates, Inc., Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. A-3556 - Lots 28-29, Blk. G, Glen Isle, Second Election District and assessed to Anna D. and Edna F. Schwartz and sold to the Plaintiff for $55.00 of which sum $32.96 has been paid on account.

(2) Certificate No. A-3504 - Lots 10 & 11, Blk. H, Lots 3.8, Blk. T, as shown on the plat of Glen Isle, Second Election District, and assessed to Anna D. and Edna F. Schwartz, and sold to the Plaintiff for $100.00 of which sum $32.17 has been paid on account.

(3) Certificate No. A-3505 - Lots 74 & 75, Blk. V, 50 x 120 each, Glen Isle, Second Election District and assessed to Betty J. Willson and sold to the Plaintiff for $175.00 of which sum $25.17 has been paid on account.

(For more detailed description, see caption herein)

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14, 1957.

It is thereupon this 30th day of December, 1958, by the Circuit Court for Anne Arundel County in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 11th day of March, 1959, next, warning the said Anna D. Schwartz, Edna F. Schwartz; Martin Katcher and Kathleen S. Katcher, his wife; Raymond D. Hayden; Murray E. Berkowitz; Sanford A. Kinsey; Betty J. Willson and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 11th day of March, 1959, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, Glen Isle Estates, Inc., a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

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LIBER 118 PAGE 183

GLEN ISLE ESTATES, INC. a body corporate of the State of Maryland	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
ANNA D. SCHWARTZ and EDNA F. SCHWARTZ, Trustees, et al	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY NO. 13,031

* * * * * * *

ANSWER AND DISCLAIMER OF
ANNA D. AND EDNA F. SCHWARTZ, TRUSTEES

For Answer to the Bill of Complaint and Disclaimer to any of the lots or parcels of land described in the Bill of Complaint, Defendants Anna D. and Edna F. Schwartz, Trustees, say as follows:

1. 2. and 3. They admit the allegations of paragraphs One, Two and Three of the Bill of Complaint.

4-1. They admit the allegations of paragraph Four, Sub-paragraph One and further say that after default by the contract purchasers, Martin Katcher and Kathleen Katcher, his wife, that they have quit claimed said lots to the Plaintiff, Glen Isle Estates, Inc., and by these presents do disclaim, in favor of the Plaintiff, Glen Isle Estates, Inc., all right, title and interest which they may have in and to Lots 28 and 29, Block G, as shown on the "Revised Plat of Lots 27-92 Incl., Blk. 'W' and Plat of Lots 1-5 Incl. and 18-32 Incl., Blk. 'G', Glen Isle".

4-2(a) They admit the allegations in Paragraph Four, Sub-paragraph Two (a).

4-2(b) These Defendants admit that heretofore they deeded and conveyed Lots 10 and 11, Block 11, as shown on the Plat of

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"Glen Isle, Blocks E, F, G, H, U & V", recorded in Plat Book 21, folio 37, to Raymond D. Hayden by deed dated September, 1955 and believe that said Raymond D. Hayden has failed to record said Deed. These Defendants being still the record owners of said lots have heretofore quit claimed, in favor of Plaintiff, Glen Isle Estates, Inc., and by these presents do disclaim any right, title and interest in said Lots 10 and 11, Block 11, as above described , in favor of the Plaintiff, Glen Isle Estates, Inc.

4-2 (c) These Defendants admit the allegations of Paragraph Four, sub-paragraph Two (c) and say that they are the owners of record of Lots 3 and 8, Block T, Glen Isle, as shown on the Plat of "Glen Isle", Plat Book No. 9, folio 31, by virtue of the fact that Murray E. Berkowitz and Sanford A. Kinsey, to whom these Defendants heretofore deeded said lots, have failed to place their deed on record. These Defendants further say that they have heretofore quit claimed to the Plaintiff, Glen Isle Estates, Inc., and by these presents do disclaim any further right, title and interest in and to said Lots 3 and 8, Blk. T, Glen Isle, in favor of Plaintiff, Glen Isle Estates, Inc.

4-3. They admit the allegations of Paragraph Four, sub-paragraph Three and say that heretofore, by deed, they conveyed Lots 74 and 75, Blk. V, 50 x 120 each, Glen Isle, as shown on the Plat of "Glen Isle Blocks E, F, G, H, U & V", said Plat recorded in Plat Book 21, folio 37, unto Defendant Betty J. Willson and by these presents disclaim any further interest in and to said Lots 74 and 75, Blk. V, Glen Isle.

5. 6. and 7. They neither admit nor deny the allegations of Paragraphs Five, Six and Seven.

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WHEREFORE, having fully Answered, they pray that such relief as may be just and proper may be granted herein and that these defendants be dismissed from this case.

Anna D. Schwartz, Trustee
Anna D. Schwartz, Trustee

Edna F. Schwartz, Trustee
Edna F. Schwartz, Trustee

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Anne Arundel County, to wit:

Anna D. Schwartz and Edna F. Schwartz, being first duly sworn and on oath, depose and say that they have read the foregoing Answer and Disclaimer by them subscribed and verily believe same to be true.

Anna D. Schwartz, Trustee
Anna D. Schwartz, Trustee

Edna F. Schwartz, Trustee
Edna F. Schwartz, Trustee

SUBSCRIBED and SWORN to before my this 20th day of January, 1959.

Mildred P. Brice
Notary Public

15

C. MAURICE WEIDEMEYER
THOMAS M. SCHIFANELLI
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND IN EQUITY

EQUITY NO. 13,031

GLEN ISLE ESTATES, INC., a body corporate of the State of Maryland, 236 Main Street, Annapolis, Maryland, Plaintiff,

Versus

ANNA D. SCHWARTZ and EDNA F. SCHWARTZ, Trustees; 413 Waveland Road, Baltimore, Maryland.

MARTIN KATCHER and KATHLEEN S. KATCHER, his wife; 1607 28th Street, S., Arlington, Virginia.

RAYMOND D. HAYDEN; 12103 Valley Drive, Silver Spring, Maryland.

MURRAY E. BERKOWITZ; 410 Onelda Street, N.E. Washington, D.C.

SANFORD A. KINSEY; 822 Oglethorpe Street, N.E., Washington, D.C.

BETTY J. WILLSON; R.F.D. No. 5, Box 499, Alexandria, Virginia.

AND any and all persons having or claiming to have any interest in the following described real estate, located in the Second Election District of Anne Arundel County, Maryland, to wit:

Description: (1) Lots 28 & 29, Blk. G, Glen Isle, as shown on the "Revised Plat of Lots 27-92 Incl., Blk. 'W' and Plat of Lots 1-5 Incl. and 18-32 Incl., Blk. 'G', Glen Isle," recorded in Plat Book 17, folio 37.—Certificate No. A-3556.

Description: (2) Lots 10 & 11 in Blk. H, Glen Isle, as shown on Plat of "Glen Isle, Blocks E, F, G, H, U & V," recorded in Plat Book 21, folio 37. Lots 3 & 8, Blk. T, as shown on the Plat of "Glen Isle," as recorded in Plat Book No. 9, folio 31.—Certificate No. A-3504.

Description: (3) Lots 74 & 75, Blk. V, 50x120 each, Glen Isle, as shown on the Plat of "Glen Isle Blocks E, F, G, H, U & V" recorded in Plat Book 21, folio 37. —Certificate No. A-3505.

All as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to Glen Isle Estates, Inc., Plaintiff, on October 14, 1957, for amounts in said Certificates hereinafter set forth:

Defendants

LIBER 118 PAGE 186 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1959

We hereby certify, that the annexed Order of Publication Eq. 13,031 Glen Isle Estates, Inc. Property

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of March, 1959. The first insertion being made the 8th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 FEB 3 PM 1:25

By Margaret Tilghman

Order Of Publication

LIBER 118 PAGE 187

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 14th day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Glen Isle Estates, Inc., Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. A-3556—Lots 28-29, Blk. G, Glen Isle, Second Election District and assessed to Anna D. and Edna F. Schwartz and sold to the Plaintiff for $55.00 of which sum $32.96 has been paid on account.

(2) Certificate No. A-3504—Lots 10 & 11, Blk. H, Lots 3.8, Blk T, as shown on the plat of Glen Isle, Second Election District, and assessed to Anna D. and Edna F. Schwartz, and sold to the plaintiff for $100.00 of which sum $32.17 has been paid on account.

(3) Certificate No. A-3505—Lots 74 & 75, Blk. V, 50x120 each, Glen Isle, Second Election District and assessed to Betty J. Willson and sold to the Plaintiff for $175.00 of which sum $25.17 has been paid on account.

(For more detailed description, see caption herein)

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14, 1957.

It is thereupon this 30th day of December, 1958, by the Circuit Court for Anne Arundel County in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 11th day of March, 1959, next, warning the said Anna D. Schwartz, Edna F. Schwartz; Martin Katcher and Kathleen S. Katcher, his wife; Raymond D. Hayden; Murray E. Berkowitz; Sanford A. Kinsey; Betty J. Willson and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 11th day of March, 1959, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, Glen Isle Estates, Inc., a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

J-29

GLEN ISLES ESTATES, INC. A body corporate Plaintiff vs ANNA D. SCHWARTZ, et al Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY NO. 13,031

AFFIDAVIT OF MAILING TO NON RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. Maurice Weidemeyer, President of and Attorney for Glen Isles Estates, Inc., the Plaintiff herein, first being duly sworn and on oath deposes and says:

That he mailed a copy of the Bill of Complaint and Order of Publication issued herein, by certified mail, return receipt requested, to non-resident defendants, Martin Katcher and Kathleen S. Katcher, his wife, and Betty J. Willson, which said letters were mailed on December 30, 1958, as evidenced by the receipts of certified mail attached hereto and made a part hereof.

That the said certified mail addressed to Martin Katcher and Kathleen S. Katcher, and Betty J. Willson were returned marked "Unclaimed".

That a subpoena issued out of this Court directed to the Defendant Raymond D. Hayden at address 12103 Valley Drive, Silver Springs, Maryland, was twice returned "non est", and that he mailed a copy of the Bill of Complaint and Order of Publication issued herein by certified mail, return receipt requested, to the said Raymond D. Hayden at a better address indicated on the Sheriff's return, namely 625 Jefferson Avenue, Falls Church, Va., which said letter was mailed on Jan. 6, 1959, as evidenced by the receipt of certified mail attached hereto and made a part hereof, and that the said Raymond D. Hayden answered by phone and

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17

discussed the matter.

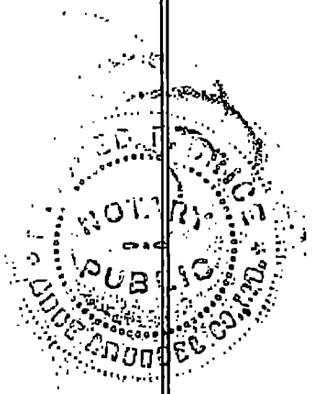
C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 30th day of March, 1959.

Mildred P. Brice

Mildred P. Brice - Notary Public



No. 4458957

RECEIPT FOR CERTIFIED MAIL—15¢

SENT TO: Martin Katcher
Kathleen S. Katcher

STREET AND NO.: 1607 - 28th St., S.

CITY AND STATE: Arlington, Virginia

POSTMARK OR DATE: ANNAPOLIS MD. DEC 30 1958

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

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

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

No. 4458865

RECEIPT FOR CERTIFIED MAIL—15¢

SENT TO: Raymond D. Hayden

STREET AND NO.: 625 Jefferson Avenue

CITY AND STATE: Falls Church, Virginia

POSTMARK OR DATE: ANNAPOLIS MD JAN 6 1959

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

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

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

No. 4458960

RECEIPT FOR CERTIFIED MAIL—15¢

SENT TO: Betty J. Willson

STREET AND NO.: R.F.D. #5, Box 499

CITY AND STATE: Alexandria, Virginia

POSTMARK OR DATE: ANNAPOLIS MD. DEC 30 1958

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

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

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

LIBER 118 PAGE 191

GLEN ISLES ESTATES, INC.	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs	*	ANNE ARUNDEL COUNTY
ANNA D. SCHWARTZ, et al	*	
Defendants		IN EQUITY NO. 13,031

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared C. Maurice Weidemeyer, President of and Attorney for Glen Isles Estates, Inc., Plaintiff herein, and made oath in due form of law that:

(1) Plaintiff is not able to determine whether or not defendants Martin Katcher and Kathleen S. Katcher, his wife, Betty J. Willson, and Raymond D. Hayden are in military service, and has no information to indicate they are in military service, but to the best of his knowledge and belief, they are not in such service.

(3) That the property referred to herein is vacant, was not owned or occupied by the defendants or their dependents, either at the time of the tax sale herein or during the pendency of this suit, for dwelling, agricultural, or business purposes.

C. Maurice Weidemeyer

C. Maurice Weidemeyer, President
Glen Isles Estates, Inc.

Subscribed and sworn to before me this 30th day of March, 1959.

Mildred P. Brice

Mildred P. Brice - Notary Public

MILDRED P. BRICE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

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GLEN ISLES ESTATES, INC.	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs	*	ANNE ARUNDEL COUNTY
ANNA D. SCHWARTZ, et al	*	IN EQUITY NO. 13,031
Defendants	*	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against all the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Plaintiff on the 14th day of October, 1957, for non-payment of taxes due for the years 1956 and 1957.

And it further appearing that the Defendants Anna D. Schwartz and Edna F. Schwartz, Trustees, were duly served, and have filed an answer herein disclaiming any interest in the properties herein.

And it further appearing that a subpoena issued out of this Court directed to the Defendant Raymond D. Hayden has been twice returned "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the defendants Martin Katcher and Kathleen S. Katcher, his wife, and Betty J. Willson, being non-residents, have been duly served by publication.

And it further appearing that all of the aforesaid Defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an Answer to the Bill of Complaint, except as set out above, and the time within

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which said Defendants could so appear and file an Answer having now expired, it is, therefore, this 30th day of March, 1959, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the said Defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 14th day of October, 1957.

Matthew S. Crowe
JUDGE

GLEN ISLE ESTATES, INC.	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
ANNA D. SCHWARTZ, et al	*	EQUITY NO. 13,031
Defendants	*	

****

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered and it appearing to the Court that subpoenas issued out of this Court directed to the Maryland resident defendant, Raymond D. Hayden, has been twice returned "non est", as will more fully appear from the Sheriff's return filed herein.

And it further appearing that the Defendants, Anna D. Schwartz and Edna F. Schwartz, have filed an Answer herein disclaiming any interest in the properties herein.

And it further appearing that the non-resident Defendants, Martin Katcher and Kathleen S. Katcher, his wife, and Betty J. Willson, have all been duly served by Publication, a copy of which has been filed herein.

And it further appearing that a Decree Pro Confesso was entered herein on March 30, 1959, against all of the Defendants above mentioned, and that none of the aforesaid parties against whom the Decree Pro Confesso was entered, have entered their appearances herein or filed an Answer in these proceedings, except as set out above, it is by the Circuit Court for Anne Arundel County, sitting in Equity, this 18th day of July, 1959.

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ADJUDGED, ORDERED and DECREED that all rights of redemption to the properties mentioned herein of the Defendants, Raymond D. Hayden; Anna D. Schwartz and Edna F. Schwartz; Martin Katcher and Kathleen S. Katcher, his wife; Betty J. Willson; and any and all persons having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 14th day of October, 1957 for non-payment of taxes for the years 1956 and 1957, to wit:

(1) Certificate No. A-3556 - Lots 28-29, Blk. G, Glen Isle, Second Election District and assessed to Anna D. and Edna F. Schwartz.

(2) Part of Certificate No.A3504 - Lots 10 & 11, Blk. H, as shown on the Plat of Glen Isle, Second Election District, Glen Isle, and assessed to Anna D. and Edna F. Schwartz.

(3) Certificate No. A-3505 - Lots 74 & 75, Blk. V, 50 x 120 each, Glen Isle, Second Election District and assessed to Betty J. Willson.

free and clear of all alienations and descents of said property occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned in this cause and public proceedings is subject, and it is further,

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to Glen Isle Estates, Inc., Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer of such taxes as may be due thereon, and the balance of the

purchase price of the aforesaid certificates, if any, and it is further,

ORDERED that the Plaintiff pay the costs of these proceedings.

Matthew S. Evans
JUDGE

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

S. MICHAELIS, * IN EQUITY
ALSO KNOWN AS
Siegfried Michaelis, * EQUITY NO. 13105
Woodland Beach
Edgewater, Maryland *

Plaintiff *

vs.

WARREN SMADBECK and
VIOLETA SMADBECK, his wife
c/o T.J. Pike
504 3rd St., N.W.
Washington, D.C.
And any and all persons, heirs, devisees or other persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:
Lots 2645 and 2646, as shown on a Plat of Woodland Beach (Plat Book 8 folio 12)

LEWIS T. MILLER, JR.,also known as Louis L. Miller, Jr.
GEORGE C. GUTHERIE
ROBERT A. RENFRO
WILLIAM C. RENFRO
5804 Sargent Road
Hyattsville, Maryland
And any and all persons, heirs, devisees or other persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:
Lots 1459 and 1460, as shown on a Plat of Woodland Beach (Plat Book 8 folio 9)

FRANK I. WILLIAMS and
EDITH M. WILLIAMS, his wife
c/o B.T.E. Carlton
1617 Lawrence St., N.E.
Washington, D.C.
And any and all persons, heirs, devisees or other persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:
Lots 522 and 523, as shown on a Plat of Woodland Beach (Plat Book 8 folio 8)

Defendants

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That he is an adult citizen of the State of

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Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 70-116 inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Edition).

2. That on October 14, 1957, your Plaintiff, at a regular tax sale, purchased from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. A 3303 Lots 2645 and 2646 as shown on a Plat of Woodland Beach (Plat Book 8 folio 12), and assessed to Warren Smadbeck and Violeta Smadbeck, his wife.

(2) Certificate No. A 3367 Lots 1459 and 1460 as shown on a Plat of Woodland Beach (Plat Book 8 folio 9), and assessed to Lewis T. Miller, Jr., George C. Gutherie, Robert A. Renfro, and William C. Renfro. (erroneously advertised and sold under the name of Louis L. Miller, Jr.)

(3) Certificate No. A 3368 Lots 522 and 523 as shown on a Plat of Woodland Beach (Plat Book 8 folio 8), and assessed to Frank I. Williams and Edith M. Williams, his wife.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: Numbers A3303, A3367 and A3368, dated October 14, 1957, setting forth the aforesaid sales to you Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits" Numbers 1 to 3, inclusive and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne

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Arundel County reveals:

(1) That Warren Smadbeck and Violeta Smadbeck, his wife are the record owners of lots 2645 and 2646, as shown on the Plat of Woodland Beach (Plat Book 8 folio 12), in the First Election District of Anne Arundel County.

(2) That Lewis T. Miller, Jr., George C. Gutherie, Robert A. Renfro, and William C. Renfro are the record owners of lots 1459 and 1460, as shown on the plat of Woodland Beach (Plat Book 8 folio 9), in the First Election District of Anne Arundel County.

(3) That Frank I. Williams and Edith M. Williams, his wife are the record owners of lots 552 and 523, as shown on a Plat of Woodland Beach (Plat Book 8 folio 8), in the First Election District of Anne Arundel County.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 14, 1957, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and the City of Annapolis, and plaintiff bid and paid for the aforesaid Tax Sale Certificates, the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
(1) A 3303	$ 115.00	$ 25.59
(2) A 3367	27.68	27.68
(3) A 3368	26.81	26.81

7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
(1) A 3303	$ 25.59
(2) A 3367	27.68
(3) A 3368	26.81

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and

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costs on each of the above Certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoenae be issued and served upon the Defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

(3) That this Court enter A Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

And as in duty bound, etc.

S. Michaelis
S. Michaelis

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Thomas M. Schifanelli
Thomas M. Schifanelli
236 Main St.
Annapolis, Maryland
CO 3-3957
Attorneys for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

S. Michaelis, being first duly sworn and on oath deposes and says that he is the Plaintiff herein, and he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

S. Michaelis
S. Michaelis

SUBSCRIBED and SWORN to before me this 24th day of February, 1959.

Mildred P. Brice
Mildred P. Brice Notary Public

LIBER 118 PAGE 202

Longwood Rd. between Lobely & Westminster
Equity No 13,105

A 3303 CERTIFICATE OF TAX SALE

JOSEPH H GRISCOM, Sr.

I, ___ County Treasurer ___, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to S Michaelis at public auction for the sum of 115 — Dollars and 00 Cents, of which 25.59 Dollars has been paid as a deposit on the property in Dist # 1 described as Lots 2645-2646 as shown on the plat of Woodland Beach and assessed to Warren Smallheer + 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 15th 1958, 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 14 day of Oct 1957.

Joseph H. Griscom Jr
Collector

State of Maryland, Anne Arundel County, Sct

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public

My Commission Expires May 4, 1959

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Plaintiff's Exhibit No. 1

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Cedar Grove of Havre De Grace

LIBER 118 PAGE 203
A 3367

CERTIFICATE OF TAX SALE

Equity No 13105

I, JOSEPH H GRISCOM, Sr, Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1957, I sold to S Michaelis at public auction for the sum of 27 Dollars and 68 Cents, of which 27 68 Dollars has been paid as a deposit on the property in 1st Dist described as Lots 1459 1460 as shown on the plat of Woodland Beach - Resale

and assessed to Louis L Miller, Jr

The property described herein is subject to redemption Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser After October 15th 1958, 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 14 day of Oct 1957

Joseph H Griscom Sr
Collector

State of Maryland, Anne Arundel County, Sct

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act

Witness my hand and seal Notarial,

[illegible]
Notary Public

My Commission Expires May 4, 1959

Plaintiff's Exhibit No. 2

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LIBER 118 PAGE 204 Whitford of Potomac

A 3368 **CERTIFICATE OF TAX SALE** Equity No 13,105

I, JOSEPH H GRISCOM, Sr. (County Treasurer), Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1957, I sold to A Michaelis at public auction for the sum of 26.81 Dollars and ____ Cents, of which 26.81 Dollars has been paid as a deposit on the property in 1st Dist described as Lots 522-523 as shown on the plat of Woodland Beach Resale

and assessed to Frank J Williams

The property described herein is subject to redemption Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser After October 15th 1958, 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 14 day of Oct 19 57

Joseph H. Griscom
Collector

State of Maryland, Anne Arundel County, Sct

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act

Witness my hand and seal Notarial,

Ruth M. Lowman
Notary Public

My Commission Expires May 4, 1959

FILED FEB 24 1959 No. 3

Plaintiff's Exhibit No. 8

C. Maurice Weidemeyer
Thomas M. Schifanelli
236 Main St.
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,

MARYLAND

S. MICHAELIS, also known as Siegfried Michaelis, Woodland Beach Edgewater, Maryland * IN EQUITY

* EQUITY NO. 13,105

Plaintiff *

vs.

WARREN SMADBECK and VIOLETA SMADBECK, his wife, c/o T.J. Pike, 504 3rd St., N.W., Washington, D.C.

LEWIS T. MILLER, Jr., also known as Louis L. Miller, Jr., George C. Gutherie, Robert A. Renfro, and William C. Renfro, 5804 Sargent Road, Hyattsville, Maryland

FRANK I. WILLIAMS and EDITH M. WILLIAMS, his wife, c/o B.T.E. Carlton, 1617 Lawrence St., N.E., Washington, D.C.

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT	DESCRIPTION	CERT. NO.
(1) First	Lots 2645 and 2646, as shown on plat of Woodland Beaah (Plat Book 8 folio 12), more particularly described in W.M.B. 123 folio 450	A 3303
(2) First	Lots 1459 and 1460 as shown on plat of Woodland Beach (Plat Book 8 folio 9), more particularly described in F.S.R. 117 folio 36	A 3367
(3) First	Lots 522 and 523 as shown on plat of Woodland Beach (Plat Book 8 folio 8), more particularly described in F.S.R. 88 folio 469	A 3368

All as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to S. Michaelis,

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Plaintiff, on October 14th, 1957, for amount in said Certificates hereinafter set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 14th day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to S. Michaelis, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. A 3303 - Lots 2645 and 2646, as shown on the Plat of Woodland Beach (Plat Book 8 folio 12), First Election District and assessed to Warren Smadbeck and Violeta Smadbeck, his wife and sold to Plaintiff for $115.00 of which sum $25.59 has been paid on account.

(2) Certificate No. A 3367 - Lots 1459 and 1460, as shown on the Plat of Woodland Beach (Plat Book 8 folio 9), First Election District and assessed to Lewis T. Miller, Jr. George C. Gutherie, Robert A. Renfro, and William C. Renfro, and sold to Plaintiff for $27.68, which has been paid.

(3) Certificate No. A 3368 - Lots 522 and 523, as shown on the Plat of Woodland Beach (Plat Book 8 folio 8), First Election District and assessed to Frank I. Williams and Edith M. Williams, his wife and sold to Plaintiff for $26.81, which has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14th, 1957.

It is thereupon this 24th day of February, 1959, by the Circuit Court for Anne Arundel County in Equity,

ORDERED, that notice be given by the insertion

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of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 6th day of May, 1959, next, warning the said Lewis T. Miller, Jr., also known as Louis L. Miller, Jr., George C. Gutherie, Robert A. Renfro, William C. Renfro; Warren Smadbeck and Violeta, his wife; Frank I. Williams and Edith M. Williams, his wife; and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property, to be and appear in this Court in proper person or by solicitor on or before the 6th day of May, 1959, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, S. Michaelis, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

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C. MAURICE WEIDEMEYER
THOMAS M. SCHIFANELLI
236 Main Street
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND IN EQUITY

Equity No. 13,105

S. MICHAELIS,
also known as Siegfried Michaelis,
Woodland Beach
Edgewater, Maryland
Plaintiff

vs.

WARREN SMADBECK and VIOLETA SMADBECK, his wife, c/o T. J. Pike, 504 3rd St., N.W., Washington, D.C.
LEWIS T. MILLER, JR., also known as Louis L. Miller, Jr., George C. Gutherie, Robert A. Renfro, and William C. Renfro, 5804 Sargent Road, Hyattsville, Maryland.
FRANK I. WILLIAMS and EDITH M. WILLIAMS, his wife, c/o B. T. E. Carlton, 1617 Lawrence St., N.E., Washington, D.C.
AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

District	Description	Cert. No.
(1) First	Lots 2645 and 2646, as shown on plat of Woodland Beach (Plat Book 8 Folio 12), more particularly described in W.M.B. 123 folio 450.	A3303
(2) First	Lots 1459 and 1460 as shown on plat of Woodland Beach (Plat Book 8 folio 9), more particularly described in F.S.R. 117 folio 36	A3367
(3) First	Lots 522 and 523 as shown on plat of Woodland Beach (Plat Book 8 folio 8), more particularly described in F.S.R. 88 folio 469.	A3368

All as substantially described in Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to S. Michaelis, Plaintiff, on October 14th, 1957, for amount in said Certificates hereinafter set forth:
Defendants

LIBER 118 PAGE 208 OFFICE

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1959

We hereby certify, that the annexed Order of Publication Eq. No. 13,105 Warren Smadbeck Property

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of May, 1959. The first insertion being made the 5th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

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By H. Tilghman

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LIBER 118 PAGE 209

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following property located in Anne Arundel County, and sold on the 14th day of October, 1957, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to S. Michaelis, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificates No. A 3303—Lots 2645 and 2646, as shown on the Plat of Woodland Beach (Plat Book 8 folio 12). First Election District and assessed to Warren Smadbeck and Violeta Smadbeck, his wife and sold to Plaintiff for $115.00 of which sum $25.59 has been paid on account.

(2) Certificate No. A 3367—Lots 1459 and 1460, as shown on the Plat of Woodland Beach (Plat Book 8 folio 9), First Election District and assessed to Lewis T. Miller, Jr., George C. Gutherie, Robert A. Renfro, and William C. Renfro, and sold to Plaintiff for $27.68, which has been paid.

(3) Certificate No. A 3368—Lots 522 and 523, as shown on the Plat of Woodland Beach. (Plat Book 8 folio 8), First Election District and assessed to Frank L Williams and Edith M. Williams, his wife and sold to Plaintiff for $26.81, which has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14th, 1957.

It is thereupon this 24th day of February, 1959, by the Circuit Court for Anne Arundel County in Equity,

ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 6th day of May, 1959, next, warning the said Lewis T. Miller, Jr., also known as Louis L. Miller, Jr., George C. Gutherie, Robert A. Renfro, William C. Renfro; Warren Smadbeck and Violeta, his wife; Frank L Williams and Edith M. Williams, his wife; and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property, to be and appear in this Court in proper person or by solicitor on or before the 6th day of May, 1959, and redeem the aforementioned property and answer the Bill of Complain or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, S. Michaelis, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

M-26

LIBER 118 PAGE 210

S. MICHAELIS	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
WARREN SMADBECK, et al	*	IN
	*	EQUITY NO. 13,105

****

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Siegfried Michaelis and made oath in due form of law as follows: that as to the Defendants Warren Smadbeck and Frank I. Williams, he has known of them for a good many years, does not know where they are now located, but knows that they would be beyond the age to be in the military service; that as to the Defendants Lewis T. Miller, Jr., also known as Louis L. Miller, Jr, George G. Gutherie, Robert A. Renfro and William C. Renfro, he has no knowledge concerning them and has no knowledge or information that any of the defendants are in the military service. And for the foregoing reasons therefore, says that he verily believes (1) all of the Defendants herein are not in the military service of the United States,

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

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

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

Siegfried Michaelis 13

Siegfried Michaelis

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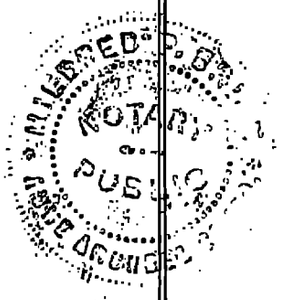
SUBSCRIBED and SWORN to before me this 8th day of May, 1959.



Mildred P. Brice

Mildred P. Brice - Notary Public

S. MICHAELIS	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
WARREN SMADBECK, et al	*	IN
	*	EQUITY NO. 13,105

* * * * * *

AFFIDAVIT TO COMPLY WITH GENERAL EQUITY RULE 10-A

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. Maurice Weidemeyer, Attorney for S. Michaelis, Plaintiff herein, first being duly sworn and on oath deposes and says:

That he mailed copies of the Bill of Complaint and Order of Publication by certified mail, return receipt requested, to Frank I. Williams and Edith M. Williams and to Warren Smadbeck and Violeta Smadbeck on the 18th day of March, 1959.

That said certified letters addressed to Warren Smadbeck and Violeta Smadbeck and toFrank I. Williams and Edith M. Williams were returned undelivered, as will more fully appear from the original envelopes filed with this affidavit.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to this -8th- day of June, 1959.

Mildred P. Brice

Mildred P. Brice - Notary Public

MILDRED P. BRICE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

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15

S. MICHAELIS, also known as Seigfried Michaelis	*	IN THE
		CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
WARREN SMADBECK, et al	*	IN EQUITY NO. 13,105
Defendants	*	

****

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as perscribed by said Order against all the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Plaintiff on the 14th day of October, 1957, for non-payment of taxes due for the years 1956 and 1957.

And it further appearing that subpoenas issued out of this court directed to the Defendants, Lewis T. Miller, Jr., also known as Louis L. Miller, Jr. ; George C. Gutherie, Robert A. Renfro, and William C. Renfro, have been returned "served", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the Defendants, Warren Smadbeck and Violeta Smadbeck, his wife, and Frank I. Williams, and Edith M. Williams, his wife, being non-residents, have been duly served by publication.

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And it further appearing that all of the aforesaid Defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is, thereupon, this 6th day of June, 1959, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the said Defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 14th day of October, 1957.

Matthew S. Evans
JUDGE

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S. MICHAELIS, also known as Seigried Michaelis, Woodland Beach Edgewater, Maryland	*	IN THE
	*	CIRCUIT COURT
	*	FOR
Plaintiff	*	ANNE ARUNDEL COUNTY
vs.	*	IN EQUITY NO. 13,105
WARREN SMADBECK, et al	*	
Defendants		

****

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered and it appearing to the Court that subpoenas issued out of this Court directed to the Defendants, Lewis T. Miller,Jr., also known as Louis L. Miller, Jr., George C. Gutherie, Robert A. Renfro, and William C. Renfro, have been returned "served", as will more fully appear from the Sheriff's returns filed herein

And it further appearing that the Defendants, Warren Smadbeck and Violeta Smadbeck, his wife, and Frank I. Williams, and Edith M. Williams, his wife, being non-residents, have been duly served by publication.

And it further appearing that a Decree Pro Confesso was entered herein on the 9th day of June, 1959, against all of the aforesaid Defendants hereinbefore mentioned, and that none of the aforesaid parties against whom the decree Pro Confesso was entered, have entered their appearances herein or filed an answer in these proceedings or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County, sitting in Equity, this 18th day of July, 1959.

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18

ADJUDGED, ORDERED and DECREED that all rights of redemption to the properties mentioned herein of the Defendants, Lewis T. Miller Jr., also known as Louis L. Miller, Jr., George C. Gutherie, Robert A. Renfro, William C. Renfro, Warren Smadbeck and Violeta Smadbeck, his wife, and Frank I. Williams, and Edith M. Williams, his wife, and any and all persons having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 14th day of October, 1957 for non-payment of taxes for the years 1956 and 1957, to wit:

(1) Certificate No. A 3303 Lots 2645 and 2646 as shown on a Plat of Woodland Beach (Plat Book 8, folio 12), and assessed to Warren Smadbeck and Violeta Smadbeck, his wife.

(2) Certificate No. A 3367 Lots 1459 and 1460 as shown on a Plat of Woodland Beach (Plat Book 8, folio 9) and assessed to Lewis T. Miller, Jr., George C. Gutherie, Robert A. Renfro, and William C. Renfro. (erroneously advertised and sold under the name of Louis L. Miller, Jr.)

(3) Certificate No. A 3368 Lots 522 and 523 as shown on a Plat of Woodland Beach (Plat Book 8, folio8), and assessed to Frank I. Williams and Edith M. Williams, his wife.

free and clear of all alienations and decents of said property occuring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public proceedings is subject, and it is further,

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to S. Michaelis, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots and parcels of land and improve-

ments, upon payment by the Plaintiff to the said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any, and it is further

ORDERED that the Plaintiff pay the costs of these proceedings.

Matthew S. Evans
JUDGE

HARRY L. GOLDBERG Administrator of the Estate of Charles Joseph Snyder, deceased 18 E. Lexington Street Baltimore 2, Maryland,	:	IN THE CIRCUIT COURT OF
Complainant	:	ANNE ARUNDEL COUNTY
vs.	:	
CHARLES HARRY SNYDER, a minor 4427 Raspe Avenue Baltimore, Maryland	:	IN EQUITY
and	:	No. 13,143 Equity
HARRY CHARLES SNYDER, a minor 4427 Raspe Avenue Baltimore, Maryland,	:	
Respondents	:	

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Complainant, Harry L. Goldberg, Administrator of the Estate of Charles Joseph Snyder, late of Anne Arundel County, deceased, respectfully represents unto Your Honor:

1. That Charles Joseph Snyder, a resident of Anne Arundel County, died intestate, on August 28, 1958, leaving surviving him, the following children and sole heirs at law: Harry Charles Snyder, a minor, born December 10, 1946, and Charles Harry Snyder, a minor, born December 16, 1939, both of whom reside with their mother, Amalia L. Snyder at 4427 Raspe Avenue, Baltimore, Maryland.

2. That on October 16, 1958, your Complainant was appointed Administrator of the Estate of Charles Joseph Snyder by the Orphans' Court of Anne Arundel County and a certified copy of Letters of Administration issued to your Complainant is filed herewith and marked "Complainants Exhibit No. 1" and prayed to be

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taken as a part hereof.

3. That your Complainant, as Administrator, has partially administered the estate of the said Charles Joseph Snyder, deceased, in the Orphans' Court of Anne Arundel County in that he has given notice to creditors and has filed a Real Inventory and a Cash Inventory.

4. That the personal estate of the said decedent consists of Cash assets in the amount of $68.38 and that in addition the said Charles Joseph Snyder died seized and possessed of the following fee simple property: a one-story dwelling located in the Third Election District, Anne Arundel County, State of Maryland, and being more particularly described as Lot 52 as shown on the Plat of Manhattan Manor recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 19. Being the same lot of ground and premises which by Deed dated December 14, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1086 folio 497 was granted and conveyed by William Howard Gardner and Dolly Marie Gardner to Charles Joseph Snyder, single. Said property being appraised for $5,800.00 as will appear in the Real Inventory heretofore mentioned.

5. That the said Charles Joseph Snyder did not leave sufficient personal estate to pay the funeral bill, cost of administration of said estate and miscellaneous personal debts, the exact total amount of which is not yet known to your Complainant.

TO THE END, THEREFORE:

(a) That this Honorable Court assume jurisdiction of the further administration and distribution of the estate of

Charles Joseph Snyder, Late of Anne Arundel County, deceased.

(b) That a trustee be appointed by this Court to sell the real estate aforesaid, at either public or private sale, and if at private sale, at a sum not less than its appraised value, for the payment of the funeral bill, costs of administration and other debts of the decedent.

(c) That a subpoena be issued to Harry Charles Snyder and Charles Harry Snyder, the said infants, and Amalia L. Snyder, their mother, at 4427 Raspe Avenue, Baltimore, Maryland, with whom the said infants reside.

(d) That a guardian ad litem be appointed for the said infants.

(e) That your Complainant may have such other and further relief as their case may require.

AND AS IN DUTY BOUND, ETC.

Harry L. Goldberg

Harry L. Goldberg, Complainant
18 E. Lexington Street
Baltimore 2, Maryland
Saratoga 7-2514

STATE OF MARYLAND,
ss:
BALTIMORE COUNTY,

THIS IS TO CERTIFY that on this 20th day of March 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared HARRY L. GOLDBERG, Administrator of the Estate of Charles Joseph Snyder, deceased, and he made oath in due form of law that the foregoing facts as set out in the Bill of Complaint are true to the best of his knowledge, information and belief.

AS WITNESS my hand and notarial seal.

Mary E. Hester

Mary E. Hester, Notary Public.

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HARRY L. GOLDBERG Administrator of the Estate of Charles Joseph Snyder, Deceased	:	IN THE CIRCUIT COURT
		OF
Complainant	:	ANNE ARUNDEL COUNTY
vs.		IN
CHARLES HARRY SNYDER, a minor	:	EQUITY
and		No. 13,143 Equity
HARRY CHARLES SNYDER, a minor	:	
Respondents		
:	:	:

PETITION AND ORDER APPOINTING GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff in this case respectfully represents unto Your Honor:

1. That Charles Harry Snyder and Harry Charles Snyder, infant Defendants in this cause have been duly summoned.

2. That On September 23, 1958, Amalia L. Snyder, mother of the said infant defendants, was appointed guardian for the said infants by the Orphans Court of Baltimore City.

Wherefore your Petitioner prays this Honorable Court to appoint a Guardian ad Litem to appear and answer for said infant defendants and suggests that Amalia L. Snyder, who has no interest whatever in this suit, be appointed Guardian ad Litem.

And as in duty bound, etc.

Harry Goldberg

Harry L. Goldberg- Petitioner

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ORDERED, by the Circuit Court of Anne Arundel County on this 14th day of April, 1959, upon the foregoing Petition that Amalia L. Snyder be and she is hereby appointed Guardian ad Litem for the said infant defendants named in the aforegoing Petition and she is hereby directed to appear and file her answer their behalf.

Matthew S. Evans

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4

LIBER 118 PAGE 222

HARRY L. GOLDBERG Administrator of the Estate of Charles Joseph Snyder, Deceased	:	IN THE CIRCUIT COURT OF
Complainant	:	ANNE ARUNDEL COUNTY
vs.		IN
CHARLES HARRY SNYDER, a minor	:	EQUITY
and		No. 13,143 Equity
HARRY CHARLES SNYDER, a minor	:	
Respondents		
:	:	:

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Charles Harry Snyder and Harry Charles Snyder, the infant defendants named in the Bill of Complaint in this Court against them exhibited, by Amalia L. Snyder, their duly appointed Guardian ad Litem, respectfully represents unto Your Honor:

That the defendants being infants, under the age of twenty-one years cannot admit or deny, the allegations set up in said Bill of Complaint and therefore submit their rights to the protection of this Honorable Court.

And as in duty bound, etc.

Amalia L. Snyder
Amalia L. Snyder- Guardian ad Litem

Jerome Wasserman
Solicitor for Guardian ad Litem
Jerome Wasserman
110 E. Lexington Street
Baltimore 2, Maryland
Plaza 2- 3663

Copy of the foregoing Answer of Guardian ad Litem mailed to Harry L. Goldberg, Complainant, 18 E. Lexington Street, Baltimore 2, Maryland, this 30 day of March, 1959.

Jerome Wasserman
Solicitor for Guardian ad Litem
Jerome Wasserman

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LIBER 118 PAGE 223

HARRY L. GOLDBERG, Administrator	:	IN
Petitioner	:	THE CIRCUIT COURT
vs.	:	FOR
CHARLES HARRY SNYDER, minor HARRY CHARLES SNYDER, minor	:	ANNE ARUNDEL COUNTY
Respondents	:	NO. 13, 143 EQUITY

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

TESTIMONY ON BEHALF OF THE PETITIONER

April 14, 1959

Present:

Mr. Harry L. Goldberg, Administrator

Mr. Jerome Wasserman, Solicitor for Guardian ad litem

Mr. Emanuel Klawans, Court Examiner

Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

Harry L. Goldberg, pages 2 - 5

Charles J. Peterson, pages 6 - 8

Helen E. Ricker, pages 9 - 11

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Harry L. Goldberg, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Wasserman)

1. What is your name?

A. Harry L. Goldberg.

2. Your address?

A. My address is 18 E. Lexington Street, Baltimore 2, Maryland.

3. Mr. Goldberg, what is your connection with the estate of Charles Joseph Snyder, deceased?

A. I was appointed administrator of the estate of Charles Joseph Snyder by the Orphan's Court of Anne Arundel County on October 16th, 1958.

(Mr. Klawans)

1. Is this your letters of Administration?

A. A certified copy of those letters has been filed in the proceedings, in the Equity proceedings.

(LETTERS OF ADMINISTRATION FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

(Mr. Wasserman)

4. Would you state when Mr. Snyder died?

A. Charles Joseph Snyder, resident of Anne Arundel County, died on August the 28th, 1958.

5. Did he leave any heirs surviving him? First did he leave a will?

A. He died leaving no will.

6. Did he leave any heirs surviving him?

A. The only heirs were two children, Harry Charles Snyder, a minor, born December 10, 1946, and Charles Harry Snyder, a minor, born December 16, 1939, both of whom

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reside with their mother, Amalia L. Snyder at 4427 Raspe Avenue, Baltimore, Maryland.

7. Would you state what the marital status was of Mr. Snyder at the time of his death?

A. Mr. Snyder had been divorced from his wife, Amalia L. Snyder by an absolute divorce.

8. Was he still divorced at the time of his death?

A. He was divorced and single at the time of his death.

(Mr. Klawans)

2. Were there any other children born to him during his life time?

A. The only children born to Charles Joseph Snyder were the children named, Harry Charles Snyder and Charles Harry Snyder.

3. Has notice to creditors been published?

A. Notice to creditors was given in this estate on October the 16th, 1958. A personal inventory was filed in the estate consisting of cash assets in the amount of $68.38 as of the date of filing of the personal inventory.

(Mr. Wasserman)

9. Was there a real inventory?

A. A real inventory has been filed in this estate.

10. And what do the assets consist of?

A. The real estate consisted of a piece of fee simple property, a one story dwelling located in the Third Election District, Anne Arundel County, State of Maryland, being more particularly described as Lot 52 as shown on the plat of Manhattan Manor recorded among the plat records of Anne Arundel County in Plat Book

No. 24, folio 19.

11. Has the property been appraised?

A. The property has been appraised.

12. What are the improvements?

A. This is a waterfront property which is improved by a one story house, consisting of four rooms.

13. Has the property been appraised?

A. The property has been appraised for $5800.00 and that appears in the real inventory that has been filed in the administration of the estate.

(Mr. Klawans)

4. What is the condition of the personal estate with reference to assets and the liabilities?

A. The personal estate is grossly insufficient to pay the debts and obligations of the decedent and the costs of administration.

5. Do you know what those amount to?

A. The only cash assets as of this moment is $68.38. There is a funeral bill in the amount of $499.00 which has not yet been paid because of insufficient personal assets. There is no money to pay the costs of administration and several bills, one of which is submitted by Sears, Roebuck in the amount of $47.00. Also the fee simple property mentioned is subject to a mortgage. Payments must be made monthly on account of this mortgage.

6. What is the amount of the mortgage?

A. The balance due on the mortgage as of March 31, 1959, was $3553.75.

7. Any other debts?

A. As of this time there are no other debts.

8. Do you know what the inheritance taxes and costs of the administration are?

A. I don't have the exact amount at this time.

9. Now have you personally seen the record of the divorce case by which he and his wife became divorced?

A. No, I personally have not but I have spoken with Mrs. Snyder and she advised me that she was divorced from him.

(LEAVE RESERVED TO FILE CERTIFIED COPY OF DIVORCE DECREE MARKED EXAMINER'S EXHIBIT NO. 2)

A. On March the 5th, 1959 a contract was entered into for sale of the fee simple property heretofore mentioned, by Harry L. Goldberg, Adminstrator of the Estate of Charles J. Snyder and Samuel Hornstein for the total sum of $5800.00, and deposit of $500.00 was paid on account of the contract. This sale is subject to the approxal of the Circuit Court for Anne Arundel County.

10. How old are the minors?

A. Harry Charles Snyder is twelve years old, and Charles Harry Snyder is nineteen.

(CONTRACT OF SALE 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. Harry P. Goldberg.....

Signature.....

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

(Mr. Wasserman)

1. Mr. Peterson, what is your full name, please?

A. Charles Jacob Peterson.

2. And your address?

A. My address is 413 Third Avenue, Glen Burnie.

3. What business are you engaged in?

A. Selling real estate.

4. How long have you been engaged in the selling of real estate?

A. Been in it a little over five years.

5. Do you sell real estate in Anne Arundel County?

A. I do, yes sir.

6. Are you familiar with the values of property in Anne Arundel County?

A. Yes, sir.

7. And in the vicinity of Manhattan Manor?

A. Yes, sir.

8. Now have you made an inspection of the fee simple property which Mr. Goldberg has referred to in his testimony and which he has described as a one story dwelling located on lot 52 as shown on the plat of Manhattan Manor?

A. Yes, sir. I made an inspection when I took Mr. Hornstein down there and showed him through it. The house was in perfect condition.

9. Would you give us a brief description of the property?

A. The property is a one story frame construction with asbestos shingles. It has a little basement to it.

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The lot is 70' by 150' as far as I know of, and is in very good condition.

10. What kind of heat does it have?

A. It has oil heat, floor furnace.

11. What is your opinion of the present value of the property?

A. Well I think the present value is what it sold for.

12. And what is that?

A. $5800.00.

13. In your opinion is that the highest price obtainable for the property at this time?

A. Yes, sir.

14. In your opinion is the property capable of being divided?

A. No, sir.

15. Do you have any interest in this matter?

A. No, sir, only selling the property.

(Mr. Goldberg)

1. Mr. Peterson, is it to the best interest of the minor children in this case for the property to be sold?

A. Yes.

2. How would you characterize the size of these rooms, large or small?

A. Well the bedroom is around about, I would say, around 10' by 12', the middle room there which could be used as dining room or a living room, that would be about 10' by 12', as large as the bedroom and the kitchen would be about 8' by 10', I would say and then the bunk room would be around about 8' by 8'.

3. Generally it is a small house, isn't it?

A. A small house, yes sir.

4. What are the overall dimensions of the house?

A. The overall dimensions I think would be about 20' by 20', maybe a little larger, I never measured it.

(Mr. Klawans)

1. What waterfront is this on?

A. Cypress Creek.

2. About how much waterfront does it have?

A. Well it is seventy foot thorugh there. I would say it is about 300' wide and then it goes out into the Magothy river.

(Mr. Goldberg)

1. There is not swimming there?

A. Well it could be. It is a little part sandy there.

2. Do you think this property would bring $5800.00 at a public sale?

A. No, sir.

QUESTION BY THE EXAMINER:

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

Answer..No.....

Signature Charles J. Peterson.....

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

(Mr. Wasserman)

1. What is your name?

A. Helen Elizabeth Ricker.

2. Your address?

A. Route 8, Box 38, Pasadena, Maryland.

3. Mrs. Ricker, you are a real estate broker in Anne Arundel County?

A. Yes, I am.

4. How long have you been engaged in the business of selling real estate and appraising real estate?

A. Twelve years.

5. Where is your place of business located?

A. On the corner of Mountain and Brookfield Road, Pasadena.

6. Under what name do you trade?

A. Cover Realty, Inc.

7. Now give us an idea what experience you have had in selling and appraising?

A. Well I have had quite an extensive experience in selling, appraising, as well as building. My husband is a developer and of course I get into quite a bit of that and know the value of property, construction, be it good or bad. I would say I have a generalized good idea of the property, itself, and its evaluation.

8. Are you familiar with the general area of Crystal Beach?

A. Yes.

9 That is located in Anne Arundel County?

A. That's right.

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10. Did you make an inspection of the property we have discussed here?

A. Yes.

11. That is the property known as lot 52 in Manhattan Manor?

A. Yes.

12. Now will you describe the property, the condition of it generally?

A. I would say it is a one story frame construction, mostly pine. Exterior is asbestos shingles, three and one roof, situated on a lot 70' by 150'. Four rooms, bath and inexpensive floor furnace which is the main heating system of the house hold, itself, and I placed a full evaulation of the property and its contents at $5800.00, which I think is a very good price for the property

(Mr. Klawans)

1. Do you think it is more than it is likely to bring at public auction?

A. Yes, sir.

(Mr. Goldberg)

1. Would it bring $5800.00 at public auction?

A. No, not in my opinion.

2. Was that the highest price that you could get for that property, Mrs. Ricker?

A. That was not the original offer that we had. In order to get the property up to that figure we had to make a few concessions, as you know, things that were in the property itself.

3. You have seen this contract that was entered into?

A. Yes.

4. Infact you negotiated that contract with Mr. Hornstein, didn't you?

A. That's right.

5. Is it to the advantage of the estate generally to sell this property?

A. Definitely.

6. It can't be divided in kind?

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..... Helen S. Tucker

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 27th day of April, 1959.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00 P/E/C.
S.M. $15.00

LIBER 118 PAGE 236

The State of Maryland

Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that *Letters of Administration* of all the goods, chattels, credits and personal Estate of Charles J. Snyder deceased, was on the 16" day of October in the year of our Lord one thousand nine hundred and fifty-eight, granted and committed unto Harry L. Goldberg who was then and there appointed Administrator of the said deceased, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 17" day of March in the year of our Lord nineteen hundred and fifty nine.

TEST:

George M. Nuttwell

Register of Wills for Anne Arundel County.

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1959 MAR 24 AM 11:54

21 13,143 Eq. Goldberg v Snyder Complainant's Exhibit 1 Examiner's Exh. 1 E.K. Parsons, examiner

DECREE OF DIVORCE

LIBER 118 PAGE 237

AMALIA LAURA SNYDER

vs.

CHARLES J. SNYDER

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

November TERM, 1951

This cause standing ready for hearing and being duly submitted, the proceedings were by the Court read and considered.

It is Thereupon, This 27th day of December, A. D. 1951 by the Circuit Court of Baltimore City, Adjudged, Ordered and Decreed, that the said

Amalia Laura Snyder

the above named Complainant, be and She is hereby **DIVORCED A VINCULO MATRIMONII**, from the Defendant, Charles J. Snyder

And it is further ordered that the said complainant shall have the guardianship and custody of Charles H. Snyder and Harry C. Snyder, the minor children of the parties in the proceedings mentioned, and that the said defendant shall pay to the said complainant the sum of Twenty-two Dollars ($22.00) per week, accounting from the date of this decree, for the support and maintenance of said children, with the right to the defendant to see said children at all reasonable times and to have them with him at the times and upon the terms and conditions stipulated in the agreement between the parties, filed in this case, subject to the further order of this Court in the premises.

And it is further ordered, that the said defendant shall pay to the said complainant the sum of Fifty Dollars ($50.00) as counsel fee for her solicitor.

And it is Further Ordered, That the said Charles J. Snyder **pay the cost of this proceeding.**

By order of the Supreme Bench of June 28th, 19[illegible], 1[illegible] of all [illegible] under this Order [illegible] be deducted by the Probation Department on account of the costs of collection and disbursements.

Robert France

1959 APR 23 PM 3:30

FILED

I, HENRY J. RIPPERGER, Clerk of the Circuit Court 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 27th day of December 1951

Henry J. Ripperger

Clerk Circuit Court of Baltimore City

13,143 Eq. Goldberg & Snyder Examiner's Ch. 2 Klawans, Examiner

22

Standard Contract of Sale

COVE REALTY INC. LIBER 118 PAGE 238

REALTOR

MOUNTAIN & BROOKFIELD ROADS
PASADENA, MD.

ARMIGER 900 OR 1800

This Agreement of Sale, made this 5th day of MARCH nineteen hundred and FIFTY NINE, between HARRY L. GOLDBERG, Administrator of the Estate of Chas. J. Snyder Seller, and SAMUEL HORNSTEIN SINGLE, 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 STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL IN THE THIRD ELECTION DISTRICT IN THE DEVELOPMENT OF MANHATTAN BEACH KNOWN AS LOT # 52 MANHATTAN MANOR, IN FEE SIMPLE.

PLACE SOLD FURNISHED AS IS

at and for the price of FIFTY EIGHT HUNDRED - Dollars ($ 5800.00)

of which FIVE HUNDRED - Dollars ($ 500.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: In cash ten days after final ratification of said sale by the Circuit Court of Anne Arundel County. Said sale is subject to the Approval of the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

signed 3-9-59

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 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 possession given.

Ground rent, rent, water rent, taxes, (including Metropolitan District charges for sewer and water, if any) and all other public charges, on an annual basis, against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators and assigns, 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.

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.

Seller hereby agrees to pay commission on this sale, in accordance with the Standard Schedule of Commissions of the Real Estate Board of Anne Arundel County. COVE REALTY INC. FIVE PERCENT

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

WITNESS—AS TO SELLER'S SIGNATURE	Harry Goldberg (SEAL) SELLER'S SIGNATURE
WITNESS—AS TO SELLER'S SIGNATURE	(SEAL) SELLER'S SIGNATURE
Charles J Peterson WITNESS—AS TO BUYER'S SIGNATURE	Samuel Hornstein (SEAL) BUYER'S SIGNATURE
WITNESS—AS TO BUYER'S SIGNATURE	(SEAL) BUYER'S SIGNATURE

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1959 APR 23 PM 3:38

Active Member of the Anne Arundel County Real Estate Board

23
13.143 Cy Goldberg, Snyder Examiner's Exh. 3 E/Chevens Examiner

LIBER 118 PAGE 239

HARRY L. GOLDBERG Administrator of the Estate of Charles Joseph Snyder, deceased 18 E. Lexington Street Baltimore 2, Maryland Complainant	*	IN THE CIRCUIT COURT OF
vs.	*	ANNE ARUNDEL COUNTY
CHARLES HARRY SNYDER, a minor 4427 Raspe Avenue Baltimore 6, Maryland	*	IN EQUITY
and	*	Docket 11 -
HARRY CHARLES SNYDER, a minor 4427 Raspe Avenue Baltimore 6, Maryland Respondents	*	Folio 111 - File 13143

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The above cause is respectfully submitted for decree.

Harry L. Goldberg

HARRY L. GOLDBERG, Complainant

Amalia L. Snyder

AMALIA L. SNYDER,
Guardian Ad Litem

Jerome Wasserman

JEROME WASSERMAN,
Solicitor for Guardian,
Ad Litem

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1959 APR 23 PM 3:30

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LIBER 118 PAGE 240

HARRY L. GOLDBERG Administrator of the Estate of Charles Joseph Snyder, deceased 18 E. Lexington Street Baltimore 2, Maryland	:	IN THE CIRCUIT COURT OF
Complainant	:	ANNE ARUNDEL COUNTY
vs.	:	IN
CHARLES HARRY SNYDER, a minor 4427 Raspe Avenue Baltimore 6, Maryland	:	EQUITY Docket 11 -
and	:	Folio 111 -
HARRY CHARLES SNYDER, a minor 4427 Raspe Avenue Baltimore 6, Maryland	:	File 13143.
Respondents		

DECREE

The above cause standing ready for hearing and being submitted on the Bill, testimony and all the other proceedings were, by the Court, read and considered, it is thereupon, this 24th day of April, 1959 by the Circuit Court of Anne Arundel County, ORDERED AND DECREED:

1. That this Court does hereby assume jurisdiction of the further administration and distribution of the Estate of Charles Joseph Snyder, late of Anne Arundel County, deceased.

2. That the fee simple property mentioned in these proceedings and known as Lot No. 52 as shown on the plat of Manhattan Manor, situate in Anne Arundel County, be sold and that Harry L. Goldberg, be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court, in the penalty of Six Thousand ($6,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by an 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,

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1959 APR 24 PM 3.36

25

inserted in such daily newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon ratification of said sale by this Court or said Trustee may sell at private sale, provided no private sale shall be for a less amount than the appraised value of said property as shown by the testimony in this case and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, (and not before,) the said Trus tee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, Complainant and Defendant, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to all in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust, and shall distribute and divide under the direction of this Court, the monies remaining in his hands after paying any or all liens, mortgages against said property to and among the parties of this proceeding, according to their respective interests and rights therein.

Benjamin Michaelson
Judge

LIBER 9 PAGE 587

LIBER 118 PAGE 242

Equity No. 13,143

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Harry L. Goldberg of Baltimore,Md. as principal, and THE FIREMAN'S FUND INSURANCE COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND----------DOLLARS, to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 24 day of April in the year of our Lord nineteen hundred and fifty-nine.

WHEREAS, the above bounden Harry L. Goldberg by virtue of a decree of the Honorable the Jude of the Circuit Court has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of GOLDBERG vs SNYDER etal now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that is the above bounden HARRY L. GOLDBERG 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.

Harry Goldberg SEAL

Attest:

Caroline C. Dudrow

FIREMAN'S FUND INSURANCE CO.

By [signature]
Attorney in fact

Bond filed and approved
this 24th day of April 1959
George T. Cromwell, Clerk

FILED

1959 APR 24 PM 3:36

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HARRY L. GOLDBERG Administrator of the Estate of Charles Joseph Snyder, deceased 18 E. Lexington Street Baltimore 2, Maryland	:	IN THE CIRCUIT COURT OF
Complainant	:	ANNE ARUNDEL COUNTY
vs.	:	IN
CHARLES HARRY SNYDER, a minor 4427 Raspe Avenue Baltimore 6, Maryland	:	EQUITY Docket 11 -
and	:	Folio 111 -
HARRY CHARLES SNYDER, a minor 4427 Raspe Avenue Baltimore 6, Maryland	:	File 13143 -
Respondents	:	

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE SAID COURT:
ANNE ARUNDEL COUNTY.

The Report of Sale of Harry L. Goldberg, Trustee, appointed by the decree in the above entitled cause, to make sale of Lot No. 52, in Plat of Manhatten Manor, Anne Arundel County, in State of 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 said decreee, which was duly approved, did sell the aforegoing property at private sale to Samuel Hornstein in fee simple on March 5th, 1959, for Five Thousand Eight Hundred($5,800) Dollars.

Harry L. Goldberg, Trustee

State of Maryland,City of Baltimore,Sct:

I HEREBY CERTIFY, That on this 14th 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 Harry L. Goldberg, Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as herein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

Notary Public

FILED
1959 APR 25 AM 9 43

28

ORDER NISI

LIBER 118 PAGE 244

HARRY L. GOLDBERG
Administrator of the Estate of
Charles Joseph Snyder, deceased
versus
CHARLES HARRY SNYDER, a minor
and HARRY CHARLES SNYDER, a minor

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 13,143 Equity

Ordered, this 25th day of April, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Harry L. Goldberg, Trustee

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 $ 5,800.00

George T. Cromwell Clerk.

True Copy,

FILED
1959 APR 25 AM 9:33

TEST: _____ Clerk.

(Final Order)

HARRY L. GOLDBERG
Administrator of the Estate of
Charles Joseph Snyder, deceased
versus
CHARLES HARRY SNYDER, a minor and
HARRY CHARLES SNYDER, a minor

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 2d day of June, 19 59, 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 JUN -2 PM 3:26

29

LIBER 118 PAGE 245

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. 13,143 Equity

HARRY L. GOLDBERG
Administrator of the Estate of
CHARLES JOSEPH SNYDER, deceased

versus

CHARLES HARRY SNYDER, a minor and
HARRY CHARLES SNYDER, a minor

Ordered this 25th day of April, 1959, that the sale of the Property in these proceedings mentioned, made and reported by Harry L. Goldberg, Trustee 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 $5,800.00

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. 13,143

Charles Joseph Snyder,

deceased

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

By: H. Tilghman

No. M. C. 7137

30

LIBER 118 PAGE 246

In the Case of

Harry L. Goldberg, Administrator of the Estate of Charles Joseph Snyder, deceased

vs.

Charles Harry Snyder, a minor,

and

Harry Charles Snyder, a minor

In the

Circuit Court

For

Anne Arundel County

No. 13,143 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.

June 25, 1959.

FILED

1959 JUN 29 AM 11:39

Dr. Harry L. Goldberg, Administrator of the Estate of Charles Joseph Snyder, deceased, Vs. Charles Harry Snyder, a minor, and Harry Charles Snyder, a minor in ac.

To Trustee for Fee, in lieu of Commissions (Order 6/24/59), viz:	450	00	450	00
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	54	50		
Jos. C. Deegan - Sheriff's costs	10	05		
Amalia L. Snyder - guardian ad litem's fee	4	00		
Emanual Klawans - Examiner's fee	10	00		
Shirley M. Miller - stenographic record	15	00		
Auditor - stating this account	31	50	145	05
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fireman's Fund Ins. Co. - bond premium	24	00		
Register of Wills - certified copy of Letters	2	00		
Cove Realty Co. - broker's commission	290	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	6	60		
Telephone Calls to Annapolis	3	35		
Notary fees	3	00	346	25
To Trustee for Liens, viz:				
United Federal Savings & Loan Ass'n of Glen Burnie - in full payment mortgage debt, interest and release fee	3,560	58		
Clerk of Court - recording release	4	00	3,564	58
To Trustee for Administration Expenses and Claims filed against Estate of Charles Joseph Snyder, deceased, viz:				
Register of Wills - administration costs	24	75		
Capital-Gazette Press - notice to creditors	8	00		
American Surety Co. - premium on administrator's bond	10	00		
Leonard J. Ruck - balance due on funeral bill	499	00		
Sears, Roebuck & Co. - claim filed	47	00		
Balto. Gas & Electric Co. - claim filed	23	31		
1958 Federal income tax	64	04		
1958 Maryland State income tax	32	95	709	05
BALANCE FOR DISTRIBUTION - $727.71				
Distributed to the children and sole heirs at law of Charles Joseph Snyder, who died 8/28/58, viz:				
(1) To Harry Charles Snyder, son - one-half $363.85				
Less direct inheritance tax 3.64	360	21		
(2) To Charles Harry Snyder, son - one-half $363.86				
Less direct inheritance tax 3.64	360	22		
(3) To George M. Nutwell, Register of Wills - total inheritance tax	7	28	727	71
			5,942	64

32

with Harry L. Goldberg, Trustee

Cr.

1959						
June	4	Proceeds of Sale (Contract dated 3/5/59)	5,800	00		
	24	Proceeds of Sale of trailer (Order of 6/24/59)	25	00	5,825	00
		Refunds:				
		1959 State and County taxes ($71.37) 6 months 26 days	40	90		
		Republic Insurance Co.	28	98		
		Travelers Insurance Co. (auto)	39	40		
		Fire insurance premium (Lot 52 Manhattan Manor)	8	36	117	64
					5,942	64

ORDER NISI LIBER 118 PAGE 249

Harry L. Goldberg, Administrator of the Estate of Charles Joseph Snyder, deceased

VERSUS

Charles Harry Snyder, a minor,

and

Harry Charles Snyder, a minor

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,143 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 ~~July~~ 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 ~~July~~ August next.

George T. Crommelin Clerk

1959 JUN 29 PM 1:39

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

34

LIBER 118 PAGE 250

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 - Ann. Acct. Eq 13143

Charles Joseph Snyder

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 3rd day of July, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,143 Equity
HARRY L. GOLDBERG
Administrator of the Estate of
CHARLES JOSEPH SNYDER
deceased

versus

CHARLES HARRY SNYDER, a minor, and
HARRY CHARLES SNYDER, a minor

Ordered, this 29th day of June, 1959, That the Report and Account of the Auditor, field 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

FILED
JUL 29 PM 3:51

No. M. G. 9182 1959

LIBER 118 PAGE 251

IN THE MATTER OF	'	NO. 13141 EQUITY
THE MORTGAGED REAL ESTATE OF	'	IN THE CIRCUIT COURT
HENRY C. RIPPLE AND	'	FOR
FRANCES L. RIPPLE, his wife,	'	ANNE ARUNDEL COUNTY

- - - - - - - - - -

Mr. Clerk:

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

CHILDS AND BALD

By Eugene M. Childs

Eugene M. Childs, Assignee
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 3-2181

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1959 MAR 18 PM 3:27

1

No. 12141 Equity

LIBER 1169 PAGE 489

LIBER 118 PAGE 252

MORTGAGE—(Maryland)—C ENTIONAL

THIS MORTGAGE, Made this 21st day of November - - - - - - - - - in the year one thousand nine hundred and fifty-seven - - - - - - - - - - - - - - - - between

HENRY C. RIPPLE and FRANCES L. RIPPLE, his wife - - - - - - - - - - Mortgagor, and

WEAVER BROS. INC. OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee.

Whereas, the said Mortgagor, stands bona fide indebted unto the said Mortgagee in the full and just sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - - - - - - - Dollars

($ 8,500.00) for money this day loaned by the said Mortgagee unto the said Mortgagor, which the said Mortgagor covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest at the rate of six per cent (6%) per annum - - - - - - - - - - - - - - - - - -

payable monthly - in each year, until said principal sum is fully paid according to the tenor of the Promissory Note of even date herewith, and passed by the said Mortgagor unto the said Mortgagee for said principal debt of - - - - - - - - - - EIGHT THOUSAND FIVE HUNDRED AND NO/100 - Dollars

($ 8,500.00), due and payable as follows: Interest on the aforesaid sum of - - - - - - - - - - - - - Eight Thousand Five Hundred and No/100 - Dollars accounting from the date hereof to be paid on the first day of December 1957 - - - - - - - - - - and thereafter the sum of Seventy-one and 73/100 - - - - - - - - - - - - - - - - - - Dollars on the first day of January 1958 - - - - - - - - and the same amount on the first day of every month thereafter, up to and including the first day of November 1972 - - - - - - - - - - - and the balance of principal and interest remaining unpaid shall be payable on the first day of December 1972 - - - - and the said monthly payments shall be applied first to the payment of interest on the balance of unpaid principal at the rate of six per cent (6%) - - - - - per annum and any amount remaining after the payment of the said interest shall be applied to the unpaid principal; all of the aforesaid sum being used as part of the purchase price for the property hereinafter described. That together with and in addition to the monthly payment of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until debt is fully paid a sum equal to one-twelfth of the annual taxes and other municipal liens and charges and ground rent, if any, to become due on the mortgaged property, such sums to be held by the Mortgagee to pay said taxes and other municipal liens and charges and ground rent, if any, as and when they become due and payable. Nothing herein contained, however, shall prevent the Mortgagee, or its successors or assigns, from comingling all sums so paid hereunder with its or their general fund.

Both principal and interest of said Note to be payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the principal office of the Mortgagee, Mathieson Building, Baltimore, Md., or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate.

And, Whereas, At the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, ground rent, if any, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, should be secured by the execution hereof.

Now This Mortgage Witnesseth, That in consideration of the premises and the sum of $1 the said HENRY C. RIPPLE and FRANCES L. RIPPLE, his wife, - Mortgagor, does hereby grant, convey, transfer and assign unto Weaver Bros., Inc. of Maryland, aforesaid, its successors and assigns, all the lot of ground situated in Anne Arundel County - - - - - - - - - in the State of Maryland, and described as follows, viz.:

All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland shown and designated as LOT EIGHT (8), BLOCK N, on a plat entitled "Cape St. Claire, Deep Creek Subdivision, Section 2", which said Plat is dated March 1, 1950 and filed among the Plat Records of Anne Arundel County in Plat Book 22, Page 21.

Being the same property conveyed by The Tidewater Holding Corporation to Henry C. Ripple and Frances L. Ripple, his wife, by Deed dated June 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 943, folio 506.

FILED

1959 MAR 18 PM 3:27

CM-GR—6-11

Privileges are granted (1) to make additional principal payments in an amount which is in accordance with the plan of amortization of this indebtedness on any interest date, the total thus paid in any calendar year may not exceed $850.00 said right, if not exercised, shall not be cumulative from year to year; (2) to prepay in full at the expiration of 3 years from the date hereof, providing there is paid the following premiums on the amount so remaining due and to be paid; 3% during the fourth and fifth mortgage years; 2% during the sixth, seventh and eighth mortgage years and 1% during any of the remaining mortgage years until the maturity hereof.

[illegible]

[illegible]

In the event that any instalment shall become overdue for a period in excess of fifteen (15) days, a "late charge" of two cents (2¢) for each dollar ($1.00) so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payment.

Together with the buildings, hereditaments, improvements, and appurtenances thereof, and all the estate, right, title, and interest of the said Mortgagor in and to the said described premises or the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed by and between the parties hereto that all shelving, counters, office, department, and other partitions, all store fixtures, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing, heating, and air-conditioning equipment, mirrors, mantels, refrigerating plant and iceboxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by landlords in letting or operating a building, similar to the one situated on the premises herein described, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned, and to be conveyed by this Mortgage.

To have and to hold the said lot of land, with the improvements and appurtenances aforesaid, unto the said Weaver Bros., Inc. of Maryland, its successors and assigns, in fee simple.

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

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

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (and sale to take place after the default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including the counsel fee of $100.00 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its assigns or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, or its successors and assigns, and half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, ground rent, if [illegible], public dues, and charges the said Mortg[illegible] [illegible]r covenants to pay when legally due, and upon payment there[illegible] [illegible]o exhibit to the Mortgagee, its successors a[illegible] [illegible]ssigns, the receipted bills thereof

at the principal office of the Mortgagee, its successors and assigns. And in any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder, and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the said Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire and windstorm or such other hazards and contingencies in an insurance company or companies acceptable to, and in an amount from time to time designated by, the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of fire and windstorm insurance on said property to be so framed or endorsed as in case of fire and/or windstorm to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID." And in the event of any loss by fire and/or windstorm the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property. The provisions relating to insurance contained in this instrument include insurance against war risk or damage and such other casualties in contingencies and in such amounts and for such periods as the holder of the note or mortgage, hereby secured, may from time to time require.

And the said Mortgagor covenants to comply with the requirements of any or all departments of the state, county, city and municipal government within 20 days after notice of such requirements shall have been given to the then owner of said premises.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall, at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, ground rent, if any, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire and/or windstorm insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by the said Note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors, and assigns of the party so designated.

In Witness Whereof the said HENRY C. RIPPLE and FRANCES L. RIPPLE, his wife have hereunto set their hands and affixed their seals the day and year first herein written.

Witness Dorothy W. Biggs — Henry C. Ripple [L. S.]
Dorothy W. Biggs

Frances L. Ripple [L. S.]
Frances L. Ripple

[L. S.]

[L. S.]

STATE OF MARYLAND,
County OF Anne Arundel } ss.

I Hereby Certify that on this 21st day of November - - - - , in the year one thousand nine hundred and fifty-seven - - - - - - - , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County - - - - - - - - - - - , personally appeared HENRY C. RIPPLE and FRANCES L. RIPPLE, his wife - - - - - - - - - - - - - - - - - - and acknowledged the foregoing Mortgage to be their act.

As witness my hand and notarial seal:

Dorothy W. Biggs
Dorothy W. Biggs *Notary Public.*

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LIBER 118 PAGE 255

DATED: March 11th, 1959

FOR VALUE RECEIVED THE COLONIAL LIFE INSURANCE COMPANY OF AMERICA does hereby assign the within Mortgage to Eugene M. Childs, Attorney, for purposes of foreclosure.

Witness the hand and seal of the corporation by its Vice President, attested by its Assistant Secretary and its Corporate Seal affixed hereto.

THE COLONIAL LIFE INSURANCE COMPANY OF AMERICA

William R. Gannon, Vice President

ATTEST:

V. L. Fox

Asst. Secretary ~~C. A. Augustine~~ ~~Assistant Treasurer~~

LIBER 1169 PAGE 492

STATE OF MARYLAND,
County OF Anne Arundel } ss.

I Hereby Certify that on this 21st day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel personally appeared R. Tilghman Brice, III - - - - - - - - - - - - - - and made oath in due form of law that the consideration named in the aforegoing Mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the within named Mortgagee.

Witness my hand and notarial seal:

Dorothy W. Biggs

Dorothy W. Biggs, *Notary Public.*

For Value Received, WEAVER BROS. INC. OF MARYLAND hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto the ~~Metropolitan Life Insurance Company~~ The Colonial Life Insurance Company of America.

As witness the signature of said body corporate, Assignor, by the hand of Roy E. Paddock, its Assistant Vice President

and its corporate seal hereto affixed this 21st day of November 1957

Witness:

Eva M. Reiner

Eva M. Reiner

WEAVER BROS. INC. OF MARYLAND [SEAL]

By Roy E. Paddock

Roy E. Paddock
Assistant Vice President

Rec'd for record Nov 27 1957 at 9.57 A.M.

Mailed to Tidewater Title Corp.

INDEX IN CHATTLES

MORTGAGE

(MARYLAND)

FROM

HENRY C. RIPPLE and FRANCES L. RIPPLE, his wife

TO

WEAVER BROS. INC. OF MARYLAND

Assignment: Colonial Life Ins. Co.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 NOV 27 AM 9:57 & RECORDED IN LIBER GTC NO. 1169 FOLIO 489 GEO. I. CROMWELL, CLERK

Received for Record ..... 19 .....

at ..... o'clock ..... M. Same day recorded

in Liber ..... No. ..... Folio ..... &c.

one of the Land Records of .....

and examined per .....

Cost of Record $ .....

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1957 NOV 27 AM 9:57 & RECORDED IN LIBER GTC NO. 1169 FOLIO 492 GEO. I. CROMWELL, CLERK

Tidewater Title Corporation
8 Church Circle, Annapolis, Md.

Assign to Eugene M. Childs

Recd

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1959 MAR 13 AM 10:40 & RECORDED IN LIBER GTC NO. 1169 FOLIO 492 GEO. I. CROMWELL, CLERK

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF HENRY C. RIPPLE and	:	ANNE ARUNDEL COUNTY
FRANCES L. RIPPLE, his wife	:	NO. 13141 EQUITY

- - - - - - - - - - - - 18-109

PRINCIPAL BALANCE DUE ON MORTGAGE	$8,262.02
Interest at 6% from 8/1/58 to 3/15/59	309.82
Total	$8,571.84
Credit escrow funds on hand	78.31
Net amount due	$8,493.53

Interest accrual rate $1.37 per day

Franklin B. Muller
Associate Comptroller

STATE OF NEW JERSEY, COUNTY OF ESSEX, TO WIT:

I HERBY CERTIFY that on this 12 day of March, 1959, before me, the subscriber, a Notary Public of New Jersey, in and for the County aforesaid, personally appeared Franklin B. Muller, Associate Comptroller of The Colonial Life Insurance Company of America, being known to me, and made oath in due form of law that he, being duly authorized by the Mortgagee to make this affidavit, has personal knowledge of the account involved herein, that said account is kept in the regular course of business of said Company, and the affiant, being competent so to testify, states that the foregoing statement is just, due and owing, with interest as therein claimed.

WITNESS my hand and Notarial Seal.

(NOTARY SEAL)

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept 21, 1959

Hilda B. Foley
Notary Public of New Jersey
My Commission Expires

FILED
1959 MAR 18 PM 3:27

6

(Mortgagee's or Attorney's Bond) LIBER 9 PAGE 553 LIBER 118 PAGE 257

No. 13,141 Equity

Know all Men by these Presents,

THAT WE Eugene M. Childs

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Nine thousand and 00/100 ($9,000.00) Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators. jointly and severally, firmly by these presents; sealed with our seals and dated this 13th day of March in the year nineteen hundred and fifty-nine

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from Colonial Life Insurance Company to Henry C. Ripple and Frances L. Ripple, his wife bearing date the 21st day of November nineteen hundred and fifty-seven and recorded among the land records of Anne Arundel County, Maryland ( ) in Liber GTC No. 1169 Folio 489 and being lot 8, Block N, Cape St. Claire, Third Election District of Anne Arundel County, Maryland.

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

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

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

Signed, sealed, and delivered in presence of

Betty Lee Hanford

Betty Lee Hanford

Betty Lee Hanford

Eugene M. Childs [SEAL.]
Eugene M. Childs

[SEAL.]

HARTFORD ACCIDENT AND INDEMNITY COMPANY

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

Bond approved this 18th day of March 1959.
George T. Cromwell, Clerk

FILED
1959 MAR 18 PM 3:28

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

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

CHILDS AND BALD, ATTORNEYS
192 Duke of Gloucester St.
Annapolis, Maryland

LIBER 118 PAGE 258

ASSIGNEE'S SALE

OF VALUABLE

Fee Simple Property

LOCATED IN CAPE ST. CLAIRE, THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Henry C. Ripple and Frances L. Ripple, his wife, dated November 21st, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1169, Folio 489, and subsequently assigned to Eugene M. Childs, Attorney, for foreclosure March 13th, 1959, and filed in Equity proceedings No. 13,141; default having occurred thereunder, the undersigned Assignee will sell at public auction at the Court House door in the City of Annapolis, Maryland, on

Tuesday, April 21, 1959

At Eleven O'Clock, A.M., E.S.T.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, shown and designated as LOT EIGHT (8), BLOCK N, on a plat entitled "Cape St. Claire, Deep Creek Subdivision, Section 2," which said Plat is dated March 1, 1950, and filed among the Plat Records of Anne Arundel County in Plat Book 22, Page 21.

BEING the same property conveyed by The Tidewater Holding Corporation to Henry C. Ripple and Frances L. Ripple, his wife, by deed dated June 28th, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 943, Folio 506.

This property is improved by a one-story, frame, approved roof, dwelling with full basement, oil hot air heat, electric hot water heater, living-dining room combination, three bedrooms, bath and kitchen, aluminum storm and screen doors and windows. This property also has waterfront privileges on the Magothy River.

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

For further details inquire at the office of the undersigned

EUGENE M. BALDS, ASSIGNEE,
CHILDS AND BALD, ATTORNEYS,
192 Duke of Gloucester Street,
Annapolis, Maryland

— PRINTED BY —
CAPITAL-GAZETTE PRESS, INC., ANNAPOLIS, MD.

FILED
1959 APR 22 PM 12:04

8

LIBER 118 PAGE 259

IN THE MATTER OF THE		IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE		FOR
OF HENRY C. RIPPLE and		ANNE ARUNDEL COUNTY
FRANCES L. RIPPLE, his wife		NO. 13,141 EQUITY

- - - - - - - - - - -

AGREEMENT TO PURCHASE AND AUCTIONEER'S CERTIFICATE

THIS IS TO CERTIFY that ~~I~~(we) have purchased at public auction from Eugene M. Childs, Assignee, the property described in the within handbill filed in the above entitled case, for the sum of NINE THOUSAND THREE HUNDRED Dollars ($ 9,300.00) and ~~I~~(we) agree to comply with the terms of sale as set forth therein.

WITNESS our (~~my~~) hands and seals this 21st day of April, 1959.

TEST:

Edna Louise Fisher (SEAL)

William D. Fisher (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Eugene M. Childs, Assignee, the property described in the within handbill to EDNA LOUISE FISHER & WILLIAM D. FISHER At and for the sum of NINE THOUSAND THREE HUNDRED DOLLARS they being then and there the highest bidder(s) therefor, and I hereby certify that the sale was fairly made.

WITNESS my hand and seal this 21st day of April, 1959.

TEST:

Margaret B. Huebner

George W. Scible, Auctioneer (SEAL)

FILED

1959 APR 22 PM 12:04

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LIBER 118 PAGE 260

IN THE MATTER OF THE	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	FOR
OF HENRY C. RIPPLE AND	ANNE ARUNDEL COUNTY
FRANCES L. RIPPLE, HIS WIFE	NO. 13,141 EQUITY

- - - - - - - - - -

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in the mortgage from Henry C. Ripple and Frances L. Ripple, his wife, dated November 21, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1169, Folio 489, subsequently assigned to Eugene M. Childs, Attorney, for foreclosure, payments under said mortgage being in default, and after having given due notie of the time, place and manner and terms of sale by advertisement in The Evening Capital, a newspaper published in Annapolis, Anne Arundel County, Maryland, and in the Washington Sunday Star and Baltimore Sunday Sun, and after having complied with all other requisites of the law for such cases made and provided, he did offer the property described in these proceedings at public auction, at the Court House door, on Tuesday, April 21st, 1959, at eleven o'clock A.M., E.S.T., and then and there sold said property to Edna Louise Fisher, widow, and William D. Fisher, her son, at and for the sum of Nine Thousand Three Hundred Dollars ($9,300.00), they being then and there the highest bidders for said property, known as Lot Eight, Block N, Cape St. Claire, Deep Creek Subdivision, Section 2, Third Election District, Anne Arundel County, Maryland, and more fully and particularly described in these proceedings.

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

Respectfully submitted,

FILED
APR 22 PM 12:04

Eugene M. Childs
Eugene M. Childs, Assignee

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

1959

10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of April, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared EUGENE M. CHILDS, ASSIGNEE named in the mortgage filed in these proceedings, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true, and that said sale was fairly made.

AS WITNESS my hand and seal Notarial.

Margaret B Hendrix

Margaret B. Hendrix, Notary Public

ORDER NISI

LIBER 118 PAGE 262

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HENRY C. RIPPLE and FRANCES L. RIPPLE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,141 Equity

Ordered, this 22nd day of April, 1959, That the sale of the Property in these proceedings mentioned, made and reported by Eugene M. Childs, Assignee

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

The report states that the amount of sale was $9,300.00

FILED 1959 APR 22 PM 12:04

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HENRY C. RIPPLE and FRANCES L. RIPPLE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st 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 AM 10:21

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(Mortgagee's or Attorney's Bond) LIBER 9 PAGE 590 No. 13,141 Equity

LIBER 118 PAGE 263

Know all Men by these Presents,

THAT WE Eugene M. Childs

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three hundred and 00/100 ($300.00) 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 22nd day of April in the year nineteen hundred and fifty-nine

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from Colonial Life Insurance Company to Henry C. Ripple and Frances Ripple, his wife bearing date the 21st day of November nineteen hundred and fifty-seven and recorded among the land records of Anne Arundel County ( ) in Liber GTC No. 1169 Folio 489 and being lot 8, Block N, Cape St. Claire, Third Election District of Anne Arundel County, Maryland

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

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

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

Signed, sealed, and delivered in presence of

Margaret B. Hzubrt

Harriett V. Dull
Harriett V. Dull

Eugene M. Childs [SEAL]
Eugene M. Childs

[SEAL]

HARTFORD ACCIDENT AND INDEMNITY COMPANY,

By Betty Lee Hanford [SEAL]
Betty Lee Hanford Attorney-in-fact

Additional Bond Approved this 5th day of May 1959.
George T. Cromwell, Clerk

FILED

1959 MAY -5 PM 1:22

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

13

CHILDS and BALD, Attorneys
192 Duke of Gloucester St.
Annapolis, Maryland

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

LOCATED IN CAPE ST. CLAIRE, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Henry C. Ripple and Frances L. Ripple, his wife; dated November 21st, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1169; folio 489, and subsequently assigned to Eugene M. Childs, Attorney, for foreclosure March 13th, 1959, and filed in Equity proceedings No. 13,141; default having occurred thereunder, the undersigned Assignee will sell at public auction at the Court House door in the City of Annapolis, Maryland, on

Tues., Apr. 21st, 1959
at 11 A.M., E.S.T.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, shown and designated as LOT EIGHT (8), BLOCK N, on a plat entitled "Cape St. Claire, Deep Creek Subdivision, Section 2", which said Plat is dated March 1, 1950, and filed among the Plat Records of Anne Arundel County in Plat Book 22, Page 21.

BEING the same property conveyed by The Tidewater Holding Corporation to Henry C. Ripple and Frances L. Ripple, his wife, by deed dated June 20th, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 943, Folio 506.

This property is improved by a one-story, frame, approved roof, dwelling with full basement, oil hot air heat, electric hot water heater, living-dining room combination, three bedrooms, bath and kitchen, aluminum storm and screen doors and windows. This property also has waterfront privileges on the Magothy River.

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

For further details inquire at the office of the undersigned.

EUGENE M. CHILDS, Assignee
CHILDS and BALD, Attorneys,
192 Duke of Gloucester Street,
Annapolis, Maryland.

George W. Scible, Auctioneer.

A-16

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OFFICE OF

Evening Capital

LIBER 118 PAGE 264

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 13, 1959

We hereby certify, that the annexed

Assignee's Sale

Henry C. Ripple
Equity No. 13,141

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of April, 1959. The first insertion being made the 26th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1959 MAY 13 PM 3:53

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 118 PAGE 265

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,141 Equity

In the Matter of the Mortgaged Real Estate of
HENRY C. RIPPLE and
FRANCES L. RIPPLE, his wife

Ordered, this 22nd day of April, 1949, That the sale of the property in these proceedings mentioned, made and reported by Eugene M. Childs, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contary thereof be shown on or before the 29th 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 29th day of May next.

The report states that the amount of sale was $9,300.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

M-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 25, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,141
Sale.

Henry C. Ripple.

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 29th day of May, 1959. The first insertion being made the 24th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 7284 1959 MAY 27 AM 11:27 By H. Tilghman

15

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~XVSX~~
Henry C. Ripple
and
Frances L. Ripple, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,144 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.

June 10, 1959.

6

Dr. In the Matter of the Mortgaged Real Estate of Henry C. Ripple and Frances L. Ripple, his wife — in ac.

To Assignee for Fee		100	00	
To Assignee for Commissions, viz:		310	84	410 84
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		51	24	
Capital-Gazette Press - order nisi (sale)		8	00	
Capital-Gazette Press - order nisi (acct)		6	00	
Speer Publications, Inc. - handbills		12	46	
The A.S. Abell Co. - advertising sale		24	50	
Evening Star Newspaper Co.-advertising sale		43	50	
Hartford Accident & Indemnity Co. - bond premiums		37	20	
George W. Scible - auctioneer's fee		35	00	
Clerk of Court - recording assignment		1	00	
One-half Federal documentary stamps		5	23	
One-half State documentary stamps		10	45	
Margaret B. Hendrix - notary fee			50	235 08
To The Colonial Life insurance Co. of America, Assignee of the mortgage filed in these proceedings - in full for mortgage claim, viz:				
Balance due as of 3/15/59	$8,493.53			
Interest at $1.37 per day to 4/21/59 - 37 days	50.69	8,544	22	8,544 22
To Julius Snyderman and Fannie D. Snyderman, his wife, second mortgagees - this balance on account claim filed		127	94	127 94
				9,377 58
Principal balance of second mortgage claim		564	50	
Interest @ 72¢ per week to 4/21/59 - 20 weeks		14	40	
		578	90	
Cr. Amount allowed above		127	94	
Balance due		450	96	

with Eugene M. Childs, Assignee Cr.

1958							
Apr.	21	Proceeds of Sale	9,300	00			
		Interest on deferred payment of $8,370.00 to 6/5/59 - 45 days	61	20	9,361	20	
		Refund 1959 State and County taxes	9	03			
		Refund fire insurance premium adjusted to 6/5/59	7	35	16	38	
					9,377	58	

LIBER 118 PAGE 269

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Henry C. Ripple and Frances L. Ripple, his wife

1959 JUN 11 PM 1:29 FILED

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,141 Equity.

ORDERED, This 11th 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 17th 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 17th day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th 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~~ auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 JUL 18 PM

Matthew S. Evans
Judge

19

OFFIC. OF

Evening Capital

Published by LIBER 118 PAGE 270

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,141 Equity

IN the Matter of the Mortgaged Real Estate of
HENRY C. RIPPLE and
FRANCES L. RIPPLE, his wife

Ordered, this 11th 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 17th 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 17th day of July next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,141
Auditor's Account

Henry C. Ripple

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 17th day of July, 1959. The first insertion being made the 12th day of June, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

FILED

No. M. G. 9787 1959 JUL 8 AM 9:50

20

LIBER 118 PAGE 271

SAMUEL SCHENKER, ATTORNEY NAMED IN MORTGAGE	:	EQUITY NO. 11,910
	:	IN THE
VS	:	CIRCUIT COURT
ROBERT L. BASSFORD AND MARY L. BASSFORD, HIS WIFE	:	FOR
	:	ANNE ARUNDEL
	:	COUNTY

.. .. : .. ..

ORDER TO DOCKET MORTGAGE

Mr. CLERK:

Please docket this mortgage foreclosure case with the attached mortgage as Exhibit A.

Samuel Schenker
Attorney named in Mortgage

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

FILED
1956 OCT 25 PM 2:52

1

LIBER 817 PAGE 377

No. 11,910 Equity

LIBER 118 PAGE 272

PURCHASE MONEY

This Mortgage, Made this 10th day of March,

in the year nineteen hundred and Fifty-Four, by and between Robert L. Bassford,

and Mary L. Bassford, his wife,

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

and Fannie Schenker,

Mortgagee, of the second part. of Anne Arundel County, State of Maryland,

WHEREAS, the said Mortgagors have purchased the hereinafter described property from the Mialger Realty Company, Incorporated and Ruth S. Moss, now Ruth S. Clark and Oliver Clark, her husband, and have borrowed the sum of Three thousand eight hundred ($3,800.00) dollars, and in order to secure the aforesaid sum at 6% per annum payable Forty-five($45.00) dollars per month, to include accrued interest, the first of said payments to be made on the 1st day of April, 1954, provided that the interst shall abate upon the payment of each one-hundred ($100.00) dollars of the principal, provided that the Mortgagors shall not assign this Mortgage with out the consent of the Mortgagee and further provided that this Mortgage shall mature with in eight(8) years from date.

WHEREFORE, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, her heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in Anne Arundel County, aforesaid, and described as follows: Being more particularly described in a deed of even date from the Mialger Realty Company, Incorporated, and Ruth S. Moss, (Divorced) now Ruth S. Clark and Oliver Clark, her husband, to the above Mortgagors and recorded or intended to be recorded immediately prior hereto, among the Land Records of Anne Arundel County.

Exhibit "A"

FILED

1956 OCT 25 PM 2:52

LIBER 118 PAGE 273
LIBER 817 PAGE 378

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Fannie Schenker, her

heirs and assigns, forever

PROVIDED, that if the said Mortgagors, their

heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three-thousand, eight hundred($3,800.00)-Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void

AND it is agreed that, until default be made in the premises, the Mortgagors

shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues,

charges, mortgage debt and interest, the said Mortgagors for themselves, their heirs, personal reprensentatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Fannie Schenker, her personal representatives or assigns, or Samuel Schenker their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of One-hundred($100.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, her personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor s, their personal representatives or assigns, or to whoever may be entitled to the same

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

AND the said Mortgagors for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee her personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Three thousand, eight hundred($3,800.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, her personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee her personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagor s

TEST:

Ellen F. Vermillion
ELLEN F. VERMILLION

Robert L. Bassford (SEAL)
Robert L. Bassford

Mary L. Bassford (SEAL)
Mary L. Bassford

(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify that on this 10th day of March, in the year nineteen hundred and Fifty-four before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert L. Bassford and Mary L. Bassford, his wife, the Mortgagor s named in the aforegoing Mortgage and they acknowledged that aforegoing Mortgage to be their act. At the same time also appeared Fannie Schenker, 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.

ELLEN F. VERMILLION NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Ellen F. Vermillion
Ellen F. Vermillion,
Notary Public

Recorded: March 15, 1954 at 9 A.M.

MORTGAGE

FROM

Robert L. Bassford and Mary L. Bassford, his wife

TO

Fannie Schenker

BLOCK NO.

Received for Record March, 19 54, at 9 o'clock A.M. Same day recorded in Liber 817 No. 817 Folio 377 &c., one of the Land Records of A.A.Co.

examined per

JOHN H. HOPKINS, 3rd Clerk

Cost of Record, $ 1.10 Pd.

SAMUEL SCHENKER
Attorney-at-Law
ANNAPOLIS, MD.

LIBER 118 PAGE 276

SAMUEL SCHENKER, ATTORNEY NAMED IN MORTGAGE	:	EQUITY NO. 11,910
	:	IN THE
vs	:	CIRCUIT COURT
ROBERT L. BASSFORD AND MARY L. BASSFORD, HIS WIFE	:	FOR
	:	ANNE ARUNDEL COUNTY

.....:.....

MORTGAGE FORECLOSURE STATEMENT

Original Mortgage	$3800.00
Paid on Mortgage	402.98
Balance due 8/1/56	$3397.02
Int. to 11/21/56	68.00
Total	3465.02

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that Fannie Schenker, Mortgagee, personally appeared before me the Subscriber, a Notary Public, of State and County aforesaid and acknowledged the above mortgage foreclosure statement to be true to the best of her knowledge and belief.

WITNESS My Hand and Notarial Seal.

Bert E. Schenker
Notary Public

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

FILED
1956 OCT 25 PM 2:52

6

LIBER 118 PAGE 277

Bond No, 628947

Equity 11,910

KNOW ALL MEN BY THESE PRESENTS:

That SAMUEL SCHENKER, Attorney named in mortgage, and GREAT AMERICAN INDEMNITY COMPANY, a body corporate, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOUR THOUSAND DOLLARS($4,000.00) to which payment well and truly to be made and paid we bind ourselves and each of our heirs, executors, administrators, successors, and assigns, jointly and severally by all these presents.

WHEREAS, the above bounden SAMUEL SCHENKER is about to exercise the power of sale contained in a certain mortgage from ROBERT L. BASSFORD and MARY LOU BASSFORD, dated the 10th day of March, 1954, and recorded amount the land records of Anne Arundel County, Maryland, in Liber JHH817, at folio 277, et seq., default having first occured under the terms thereof.

NOW, THEREFORE THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden SAMUEL SCHENKER does and shall well and truly perform the trust reposed in him, and shall abide by and perform and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such incumbered property or the proceeds thereof, then this obligation to be void; otherwise, to be and remain in full force and virtue at law.

WITNESS the hands and seals of the said principal, and the corporate execution hereof by said surety by Robert T Norman, its attorney in fact, this 1st day of November, 1956.

Witness to Attorney named in Mortgage

Marcelle A. Labonte

Samuel Schenker

Samuel Schenker: Attorney named in Mortgage

Witness to attorney in fact:

Fay M Walter

Great American Indemnity Company

BY: Robert T. Norman

Robert T Norman: Attorney in fact

Bond approved this 5th day of November, 1956
George F. Cromwell, Clerk

FILED

1956 NOV 15 AM 8:57

F. 14037L

ROBERT H. CAMPBELL - - - - - - - - - - - - AUCTIONEER

SAMUEL SCHENKER
Attorney-At-Law
150 South Street
Annapolis, Maryland

MORTGAGE SALE

PROPERTY LOCATED IN THE FIRST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND IN FOREST ADDITION, SYLVAN SHORES, MARYLAND

UNDER AND BY virtue of the power of sale contained in a mortgage from Robert L. Bassford and Mary L. Bassford, his wife, dated this 10th day of March, 1954, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 817, folio 377, (default having occurred thereunder) the undersigned Attorney Named in Mortgage will offer for sale by public auction, at the Court House located on Church Circle, Anne Arundel County, Annapolis, Maryland

Wednesday, November 21, 1956

at 11 A. M.

THE PROPERTY described in said Mortgage, situate, lying and being in the First Election District of Anne Arundel County, and designated as lot 551 on revised plat of Forest Addition, Sylvan Shores, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 3 Rod E-8, Plat 13.

BEING THE SAME property that was conveyed to the said Robert L. Bassford and Mary L. Bassford, his wife, by Mialger Realty Company, Inc., et al., by deed dated March 10th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 817, folio 374.

IMPROVEMENTS: One Story Frame house, consisting of two bedrooms, living room and kitchen.

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 of Anne Arundel County, and to bear interest at 6 per cent from the date of sale to date of settlement. Taxes and other expenses and all other assessments to be adjusted to date of sale.

SAMUEL SCHENKER,
Attorney Named in Mortgage

5

LIBER 118 PAGE 279

SAMUEL SCHENKER, ATTORNEY NAMED IN MORTGAGE	:	IN THE
	:	CIRCUIT COURT
VS	:	FOR
	:	ANNE ARUNDEL COUNTY
ROBERT L. BASSFORD AND MARY L. BASSFORD, HIS WIFE	:	EQUITY NO. 11910
	:	

.....:.....

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 21st day of November, 1956, sold the property described on the handbill at and for the sum of $ 2,000.00, to Fannie Schenker, being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

Robert H. Campbell
Robert H. Campbell
Auctioneer

I hereby certify that I have on this 21st day of November, 1956, purchased the property described in the handbill from Samuel Schenker, Attorney named in Mortgage, at and for the sum of $ 2,000.00 —, and I hereby agree to comply with the terms of the sale as set forth in the handbill.

Fannie Schenker

TEST:

Samuel Schenker

FILED

1956 NOV 21 PM 12:13

9

LIBER 118 PAGE 280

SAMUEL SCHENKER, ATTORNEY NAMED IN MORTGAGE	:	IN THE
	:	CIRCUIT COURT
vs	:	FOR
	:	ANNE ARUNDEL COUNTY
ROBERT L. BASSFORD AND MARY L. BASSFORD, HIS WIFE	:	EQUITY NO. 11910

.....:.....

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel Schenker, Attorney named in Mortgage, of property known as Lot 551 Forest Addition, Sylvan Shores, RIVA, Maryland, in the proceeding in said cause mentioned respectfully shows:

That after giving bond with security for the faithful performance, as presecribed by law, and giving notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, he did attend at the Courthouse door in the City of Annapolis, Maryland on Wednesday, November 21st, 1956 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 Riva, Maryland and described as follows:

Situate, lying and being in the First Election District of Anne Arundel County, and designated as lot 551 on revised plat of Forest Addition Sylvan Shores, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 3 Rod E-8, Plat 13.

Being the same property that was conveyed to the said Robert L. Bassfaord and Mary L. Bassford, his wife, by Mialger

SAMUEL SCHENKER
ATTORNEY AT LAW
130 SOUTH STREET
ANNAPOLIS, MARYLAND

FILED
1956 NOV 21 PM 12:13

10

Realty Company, Inc. et al., by deed dated March 10, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 817, folio 374.

Said property being sold to Fannie Schenker for the sum of two thousand dollars ($2,000.00) she 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
Samuel Schenker, Attorney
named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of November, 1956, before me, the Subscriber, A Notary Public of the State and County aforesaid, personally appeared Samuel Schenker, Attorney named in Mortgage, 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.

Bert E. Schenker
Bert E. Schenker
Notary Public

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

ORDER NISI

LIBER 118 PAGE 282

SAMUEL SCHENKER, Attorney Named in Mortgage

versus

ROBERT L. BASSFORD and MARY L. BASSFORD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,910 Equity

Ordered, this 21 day of November, 1956, That the sale of the property in these proceedings mentioned, made and reported by Samuel Schenker, Attorney Named in Mortgage ~~Trustee~~,

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

The report states that the amount of sales was $ 2,000.00

George F. Cromwell Clerk.

True Copy,

FILED 1956 NOV 29 PM 12:31

TEST: Clerk.

(Final Order)

SAMUEL SCHENKER, Attorney Named in Mortgage

versus

ROBERT L. BASSFORD and MARY L. BASSFORD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of December, 1956, that the sale made and reported by the ~~Trustee~~ attorney aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED 1956 DEC 29 AM 11:18

111

LIBER 118 PAGE 283

FICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,910 Equity
SAMUEL SCHENKER, Attorney Named in Mortgage
Vs.
ROBERT L. BASSFORD And MARY L. BASSFORD, his wife.

Ordered, this 21st day of November, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel Schenker, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of December next.

The report states that the amount of sale was $2,000.00.

GEORGE T. CROMWELL, Clerk.

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

d-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 26, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,910

Robert L. Bassford

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of December, 1956. The first insertion being made the 24th day of November, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. E.C. 8986 1956 DEC 28 AM 11:24

12

In the Case of

Samuel Schenker,
Attorney named in Mortgage
VS.
Robert L. Bassford
and
Mary L. Bassford, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,910 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.

January 12, 1957

All of which is respectfully submitted.

Laura K. Dickerson
Auditor.

FILED

1957 JAN 15 AM 11:01

13

Dr. in ac.

Samuel Schenker, Attorney named in Mortgage, vs. Robert L. Bassford and Mary L. Bassford, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	93	00	193	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	31	89		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	59		
Great American Indemnity Co. - bond premium	16	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Bert E. Schenker - notary fees	1	00	99	68
To Attorney for Taxes, viz:				
1955 State and County taxes	50	36		
Interest and Court costs to purchaser	3	64		
1956 State and County taxes, interest and advertising costs	60	69	114	69
To Fannie Schenker, mortgagee - this balance on account mortgage claim	1,541	13	1,541	13
			2,000	00
Amount of mortgage claim filed	3,465	02		
Cr. Amount allowed above	1,541	13		
Balance subject to decree in personam	1,923	89		

with

Samuel Schenker, Attorney named in Mortgage

Cr.

1956				
Nov.	21	Proceeds of Sale	2,000 00	2,000 00
				2,000 00

LIBER 118 PAGE 287

ORDER NISI

Samuel Schenker,

Attorney named in Mortgage

VERSUS

Robert L. Bassford

and

Mary L. Bassford, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,910 Equity.

ORDERED, This 15th day of January, 19 57, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18th day of 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 18th day of February next.

FILED 1957 JAN 15, AM 11:05

George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of February, 1957, 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.

Benjamin Michaelson

Judge.

Filed 21 Feb., 1957, at 2:58 P. M.

LIBER 118 PAGE 288

OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,910 Equity
SAMUEL SCHENKER, Attorney Named in Mortgage
versus
ROBERT L. BASSFORD and MARY L. BASSFORD, his wife.

Ordered, this 15th day of January, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18th 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 18th day of February next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

1-30

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 7, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,910
Auditor Account

Robert L Bassford

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 18th day of February, 1957. The first insertion being made the 16th day of January, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. E.C. 9888 FEB 20 PM 2:29 1957

17

LIBER 118 PAGE 289

GEORGE B. WOELFEL, Attorney named in the mortgage	: No.	11958 Equity
	:	In the
vs.		
	:	Circuit Court
AMOS JONES and	:	for
MABEL JONES, his wife		
	:	Anne Arundel County

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit together with original mortgage from Amos Jones and Mabel Jones, his wife, to Minnie E. Collison, widow, dated December 10, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 805, folio 248, and short assignment thereof dated October 27, 1955, from Mary Hallie Collison, Executrix of Minnie E. Collison, to Mary Hallie Collison, the same being recorded in Liber JHH No. 805, folio 251.

George B. Woelfel

George B. Woelfel,
Attorney named in mortgage

"

FILED

1956 DEC -4 PM 3:36

No. 11,958 Equity

LIBER 118 PAGE 290

LIBER 805 PAGE 248

MORTGAGE FEE—COUNTY

PURCHASE PRICE

This Mortgage, Made this 10th day of December,

in the year nineteen hundred and fifty-three, by and between Amos Jones and Mabel Jones, his wife, hereinafter called parties of the first part or Mortgagors, and Minnie E. Collison, widow, hereinafter called party of the second part or Mortgagee.

Whereas by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto Minnie E. Collison, widow, did grant and convey the property hereinafter described unto the said parties of the first part, and

Whereas the full purchase price has not been paid and there still remains due and owing by the said parties of the first part to the said party of the second part the full and just sum of Twelve Hundred Fifty ($1250) Dollars, which said sum the said parties of the first part have agreed to pay unto the said party of the second part in monthly installments of Twenty-Five ($25) Dollars each from which said sum the interest at the rate of 6% per annum shall first be deducted and the balance shall apply on account of the principal sum reserved, the first of said monthly installments to fall and become due on the 10th day of January, 1954, and upon the 10th day of each and every month thereafter until the full and just sum of Twelve Hundred Fifty Dollars ($1250) and all interest thereon to accrue has been paid with the right and privilege to the said parties of the first part to make larger payments than heretofore specified or to pay off the entire mortgage debt at any interest due date, and

Whereas it was a condition precedent to the conveying of the aforesaid property that these presents should be executed to secure the prompt and proper payment of the aforesaid Twelve Hundred Fifty ($1250) Dollars and all interest thereon to accrue at the rate of 6%.

Now, therefore, this Purchase Price Mortgage Witnesseth: That for and in consideration of the premises and the further sum of Five Dollars, the said parties of the first part do hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, all that lot or parcel of ground lying, being and situate in the First Election District of Anne Arundel County, at Mayo, and more particularly described as containing 0.09 acres, more or less, and being the same property which

FILED

1956 DEC-4 PM 3:36

2

was conveyed unto the said parties of the first part by the said party of the second part by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of of the said party of the second part, her heirs and assigns forever.

PROVIDED, that if the said parties of the first part, their heirs and assigns, heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twelve Hundred Fifty ($1250) - - - - - - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said 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, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest

3

thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said party of the second part, her heirs, personal representatives or assigns, or GEORGE B. WOELFEL, its or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in A. A. county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty - - - - - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors, heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its successors, heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said parties of the first part for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, her heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Hundred Fifty Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, her heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her heirs, personal representatives and assigns.

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

Test:

Mary M. Hoff
Mary M. Hoff

Amos Jones Jr (SEAL)
Amos Jones

Mabel Jones (SEAL)
Mabel Jones

(SEAL)

(SEAL)

LIBER 118 PAGE 293

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT: LIBER 805 PAGE 251

I Hereby Certify, that on this 10th day of December, in the year nineteen hundred and fifty-three, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Amos Jones and Mabel Jones, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Minnie E. Collison, widow, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

Mary M. Hoff

Mary M. Hoff, Notary Public

Recorded-30th-Dec.-1953-at-9:30-A.M.

PURCHASE PRICE

MORTGAGE

FROM

Amos Jones and Mabel Jones,

his wife,

TO

Minnie E. Collison, widow

BLOCK NO.

Received for Record 30 Dec, 19 53 at 9.30 o'clock A M. Same day recorded in Liber 2271 No. 505 Folio 348 &c., one of the Land Records of AA-Co. examined per JOHN H. HOPKINS, 3rd Clerk.

Cost of Record, $ 4.50 PD

FILED

1956 AUG 24 PM 3:36 ELFEL

October 27th, 1955.

FOR VALUE RECEIVED, I hereby assign the within mortgage and the debt secured thereby unto Mary Hallie Collison.

Witness my hand and seal placed hereon the day and year first above written.

Minnie E. Collison

By Mary Hallie Collison (Seal)

Mary Hallie Collison, Executrix of Minnie E. Collison

Witness:

George B. Woelfel

George B. Woelfel

Assign

Received for Record 27 Day of OCT 1955, at 2:45 P M and the same day recorded in L. JHH No. 805 Fol. 251 Records of Anne Arundel County

GEORGE T. ROMWELL, Clerk

100 Pgs

5'

GEORGE B. KOELFEL, etc.	:	No. 11,958 Equity
	:	In the
vs.	:	Circuit Court
	:	for
AMOS JONES et ux.	:	Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Mary Hallie Collison under the short assignment to her of October 27, 1955, of mortgage from Amos Jones and Mabel Jones, his wife, to Minnie E. Collison, said mortgage being dated December 10, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 805, folio 248.

Mortgage Principal.....	$1250.00
Interest @ 6% to 2/13/57.....	238.25
	$1488.25
Total payments made	119.00
BALANCE DUE..	$1369.25

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 13th day of February, 1957, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Koelfel, Attorney named in the aforesaid mortgage, and made oath that the foregoing is a true statement of the amount remaining due to Mary Hallie Collison under said mortgage and that no other payments have been received in satisfaction of said mortgage beyond the $119.00 indicated above, nor has there been received any security or satisfaction therefor other than the deed of mortgage.

Witness my hand and seal Notarial:

Mary M. Hoff

FILED

1957 FEB 13 AM 9:52

6

LIBER 9 PAGE 3

GLOBE INDEMNITY COMPANY

LIBER 118 PAGE 295

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

#11,958 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Five Hundred Dollars ($2,500.00) 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 11th day of February, 1957.

WHEREAS, by virtue of a power of sale contained in a mortgage from Amos Jones and Mabel Jones, his wife----------bearing date on or about December 10, 1953,----------the said George B. Woelfel----------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 George B. Woelfel 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 George B. Woelfel----------does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered this 11th day of February, 1957,

in the presence of

Mary M. Hoff
Mary M. Hoff

Kathleen Meench
Kathleen Meench

George B. Woelfel (SEAL)
George B. Woelfel — PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-Fact
SURETY

Bond approved this 13th day of February, 1957
George T. Cromwell Clerk.

FILED

1957 FEB 13 AM 9:52

GEORGE B. WOELFEL etc.	: No.	11,958 Equity
	:	In the
vs.	:	Circuit Court
	:	for
AMOS JONES et ux.	:	Anne Arundel County

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of George B. Woelfel, attorney named in the mortgage, empowered to sell certain real estate described in a purchase money mortgage from Amos Jones and Mabel, his wife, to Minnie E. Collison dated December 10, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 805, folio 248, and assigned by the said Minnie E. Collison to Mary Hallie Collison on October 27, 1955, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and prescribed by said mortgage, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for at least three successive weeks prior to the date of sale, he did, pursuant to said notice, attend at the Courthouse Door, Chuch Circle, Annapolis, Maryland, on February 12th, 1957, at 11:00 AM, and then and there proceeded to sell said property in manner following, that is to say:

Offered at public sale to the highest bidder was the property mentioned in said mortgage, located in the First Election District of Anne Arundel County and more particularly described as follows:

BEGINNING for the same at a pipe set in the S 70°15' E, 485 foot line of the conveyance from Frederick Brown et ux. to David Collison et ux. by deed dated May 4, 1929, and recorded in Liber FSR No. 44, folio 253; said point being (as corrected for magnetic difference) N 68°55' W, 192. 71 feet along the said line from its end; said point also being N 68°55' W, 192.71 feet along the N 69° W, 495 foot line of a conveyance from James F. Collison to David W. Brashears by deed dated November 28, 1945, and recorded in Liber JHH No. 347, folio 129; and running from said beginning point with the divisional line between the two above-mentioned conveyances, N 68°55' W, 44.01 feet to a pipe; thence crossing the conveyance to Collison and passing through the center of a

FILED
1957 JUN 10 PM 3:35

party wall of a twin house, N 2°20' W, 93.09 feet to a pipe set on the south side of the county road leading to the Mayo State Road; thence with the south side of said County road, N 86°35'E, 40.29 feet to a pipe; thence leaving said road, S 2°20' E, 111.28 feet to the place of beginning. Containing 0.09 acre, more or less.

And your reporter sold the above-described property to Mary Hallie Collison for the sum of Seven Hundred Fifty ($750.00) Dollars, she being, at that figure, the highest bidder therefor, the terms of sale being Two Hundred ($200.00) Dollars required as a deposit on the day of sale and the balance to be paid upon ratification of the sale by this Honorable Court, deferred payments to bear interest at the rate of 6%, taxes, etc. to be adjusted to the date of sale.

Respectfully submitted,

George B. Woelfel

George B. Woelfel,
Attorney named in mortgage

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 7th day of June, 1957, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel, attorney named in mortgage, who made oath in due form of law that the matters and facts recited in the foregoing Report of Sale are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial:

Mary M. Hoff

Mary M. Hoff, Notary Public

FILED
1957 JUN 10 PM 2:46

I hereby certify that on February 13, 1957, I sold the property described in the foregoing Report to Mary Hallie Collison at and for the sum of Seven Hundred Fifty ($750.00) Dollars, she being at that figure the highest bidder therefor.

Witness my hand and seal, June 7th, 1957:

Witness:

(SEAL)
Robert H. Campbell, Auctioneer

Mary M. Hoff

9

ORDER NISI

LIBER 118 PAGE 298

GEORGE B. WOELFEL, etc.

versus

ALOS JONES et ux

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,958 Equity

Ordered, this 10th day of June, 19 57, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Attorney named in Mortgage ~~Trustees~~.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of July next.

The report states that the amount of sales to be ~~was~~ $ 750.00

FILED
1957 June 10, 3:55 June 10

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

(Final Order)

GEORGE B. WOELFEL, etc.

versus

ALOS JONES, et ux

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of July, 1957 that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be, and the same is hereby Ratified and Finally Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge.

FILED

1957 JUL 17 PM 12 26

LIBER 118 PAGE 293

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. 11,958 Equity
GEORGE B. WOELFEL, etc.
Vs.
AMOS JONES, et ux.

Ordered, this 10th day of June, 1957, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of July next.

The report states that the amount of sale was $750.00.

GEORGE T. CROMWELL, Clerk.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1957

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,958.

Amos Jones, et ux.

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 15th day of July, 1957. The first insertion being made the 13th day of June, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 10-1957 JUL 10 PM 2:38

LIBER 118 PAGE 300

In the Case of

George B. Woelfel,
Attorney named in Mortgage
vs.
Amos Jones
and
Mabel Jones, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,958 Equity

To the Honorable, the Judges of said Court:

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

July 31, 1957

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

FILED

1957 AUG -8 AM 9:02

12

LIBER 118 PAGE 301

Dr. George B. Woelfel, Attorney named in Mortgage and Mabel Jones, his wife vs. Amos Jones in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	46	50	96	50
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	51	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Mary M. Hoff - notary fees	1	00	102	34
To Attorney for Taxes, viz:				
1956 State and County taxes	25	43		
1957 State and County taxes ($25.43)-adj.	2	88	28	31
To Mary Hallie Collison, assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	471	35	471	35
			750	00
Amount of mortgage claim filed	1,369	25		
Cr. Amount allowed above	471	35		
Balance subject to decree in personam	897	90		

13

with

Cr.

George B. Woelfel, Attorney named in Mortgage

1957				
Feb.	13	Proceeds of Sale	750 00	750 00
				750 00

ORDER NISI LIBER 118 PAGE 303

George B. Woelfel,

Attorney named in Mortgage

VERSUS

Amos Jones

and

Mabel Jones, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,958 Equity.

ORDERED, This 8 day of August, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16 day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of September next.

George F. Seamans, Jr.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of September, 1957, 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.

Benjamin Michaelson
Judge

FILED

1957 SEP 17 PM 12:41

LIBER 118 PAGE 304

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 11, 1957

We hereby certify, that the annexed

Order Nisi - Eq. 11,958

Auditor account

Amos Jones

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of September, 1957. The first insertion being made the 15th day of August, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 SEP 13 AM 9:34

By: Tilghman

No. M. G. 13030

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,958, Equity
GEORGE H. WOELFEL,
Attorney Named in Mortgage
Versus
AMOS JONES and
MABEL JONES, his wife

Ordered, this 8th day of August, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE, RATIFIED AND CONFIRMED unless cause to the contrary be shown on or before the 16th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of September next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

A-20

LIBER 118 PAGE 305

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
HENRY I. SCOTT and	*	FOR
JEWELL L. SCOTT, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY 11,987 NO.

* *

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

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1957 JAN 11 PM 1:43

1

3212

LIBER 118 PAGE 306

LIBER 965 PAGE 151

Form No. 1—County Fee

No. 11,987 Equity

PURCHASE MONEY

This Mortgage, made this 16th day of September ,

in the year one thousand nine hundred and Fifty-five , between

HENRY I. SCOTT and JEWELL L. SCOTT, his wife 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 HENRY I. SCOTT and JEWELL L. SCOTT, his wife

the sum of Six Thousand Five Hundred and 00/100 ($6,500.00)----------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 Fifty-four and 86/100 ($54.86)----------

dollars plus one-twelfth of the annual taxes, ~~water rents~~, 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 rents, 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 at any time, except that six months interest may be charged on prepayments in any one year which exceed twenty per cent of the original amount of the loan.

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 HENRY I. SCOTT and JEWELL L. SCOTT, his wife

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all that lot , piece , or parcel of ground situate, lying and being in the Seventh election district of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME at a post now standing in the dividing line between the lands of the late Captain Joshua Hallock and the late Captain John Linton and run with said dividing line North 81 degrees 15 minutes East 28 perches 7 ½ links to a post on the West edge of what is known as Fowlers Creek thence leaving the above mentioned division line and running with the shore of said creek South 16 degrees 30 minutes West 7 3/4 perches, thence North 51 degrees 30 minutes West 6 perches, thence South 51 degrees West 14 perches to a post, thence leaving said creek and running North 52 degrees West 6½ perches to a post thence South 81 degrees 15 minutes West 4 1/3 perches to a post thence North 08 degrees 45 minutes West 5 perches to the place of beginning. Containing 1 acre of land, more or less.

BEING the same property which was conveyed to Emma Blanche Chaney and Emily May Tucker by deed from J. Oliver Clarke, Trustee, dated February 17, 1934 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 114, folio 427.

FILED

1957 JAN 11 PM 1:43

AND BEING the same property which was conveyed to the within named Mortgagors, Henry I. Scott and Jewell L. Scott, his wife, by Deed from Emma Blanche Chaney, Widow and Emily May Tucker Risley and Norman Risley, her husband, of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediatelyprior hereto.

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.

LIBER 118 PAGE 308

LIBER 965 PAGE 153

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) HENRY I. SCOTT and JEWELL L. SCOTT, his wife for themselves, their 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 ..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.

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

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey; as to both

Henry I. Scott (SEAL)
Henry I. Scott

Jewell L. Scott (SEAL)
Jewell L. Scott

(SEAL)

(SEAL)

4

LIBER 965 PAGE 154

LIBER 118 PAGE 309

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 16th day of September

in the year one thousand nine hundred and Fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

HENRY I. SCOTT and JEWELL L. SCOTT, his wife, 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.

Samuel M. Ivrey.

Samuel M. Ivrey; Notary Public.

My commission expires on

May 6, 19 57

Rec'd for record Sept. 19, 1955, at 11:45 A.M.
Per George T. Cromwell, Clerk.
Mailed to Samuel M. Ivrey

Mortgage

FROM

HENRY I. SCOTT and

JEWELL L. SCOTT, his wife

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Containing 1 acre of land+
Property 7th El. Dist. A. A. Co., Md.

Received for record 19 Sept
19 55 at 11:45 o'clock A M.
Same day recorded in Liber GTC
No. 965 folio 154 &c. one of the Land Records of Anne Arundel County and examined per
GEORGE T. CROMWELL, Clerk.
Cost of Record $ 7.75 pd

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Samuel M. Ivrey, Secretary

FOR VALUE RECEIVED, the enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Samuel M. Ivrey, Attorney named in the Mortgage, for the purpose of foreclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this ... day of January, 1957.

ATTEST: ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY R. Gardiner Chaney, President

Property:

Description approved

Execution approved

LIBER 118 PAGE 310

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
HENRY I. SCOTT and	*	FOR
JEWELL L. SCOTT, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 11,987 EQUITY

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under Mortgage to the said Association from Henry I. Scott and Jewell L. Scott, his wife, dated September 16, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 965, folio 151; said Mortgage being in default.

Balance due upon principal	$ 5,304.31
Interest to 2/8/57	7.04
	$ 5,311.35

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 11th day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my Hand and Notarial Seal.

Betty E. Parks

Betty E. Parks - Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

6

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

LIBER 118 PAGE 311

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ~~X~~ HENRY I. SCOTT and JEWELL L. SCOTT, his wife

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY

Equity ~~Docket~~ 11,987 No ~~Folio~~

Military Affidavit

Anne Arundel County
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in County and for said ~~City~~, personally appeared Samuel M. Ivney

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.

Samuel M. Ivney
Affiant.

Subscribed and sworn to before me this 11th day of January 19 57

Betty E. Parker
Notary Public

NOTARY PUBLIC

FILED
1957 JAN 11 PM 1:43

7

No. 11,967 Equity

LIBER 118 PAGE 312

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

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 Six Thousand Dollars ---------- ($6,000.00) 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 8th day of February, 1957.

WHEREAS, by virtue of a power of sale contained in a mortgage from Henry I. Scott and Jewell L. Scott, his wife----------bearing date on or about September 16, 1955----------the said Samuel M. Ivrey----------is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey----------is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Samuel M. Ivrey----------does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered this 8th day of February, 1957,

in the presence of

Kathleen Meench

Kathleen Meench, as to both

Samuel M. Ivrey (SEAL)

Samuel M. Ivrey, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved and filed This 8th day of February 1957

George T. Crommell, Clerk

FILED

1957 FEB -8 AM 10:57

LIBER 118 PAGE 313

#11,987

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

#11,987 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 Dollars ($100.00) 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 8th day of February, 1957.

WHEREAS by virtue of a power of sale contained in a mortgage from Henry I. Scott and Jewell L. Scott, his wife, bearing date on or about September 16, 1955, 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 this 8th day of February, 1957, in the presence of

Kathleen Meench

Kathleen Meench, as to both

Bond approved and filed this 8th day of February 1957

George T. Cromwell, Clerk

FILED

1957 FEB -8 PM 3:46

Samuel M. Ivrey (SEAL)

Samuel M. Ivrey, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

9

GEORGE W. SCIBLE - - - LIBER 118 PAGE 314 - - - - - - - Auctioneer

Equity No. 11,987

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

SHADYSIDE, ANNE ARUNDEL COUNTY
MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Henry I. Scott and Jewell L. Scott, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, a body corporate, dated the 16th day of September, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 965, folio 151, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

FRIDAY, FEBRUARY 8th, 1957

AT 11 A.M.

ALL that lot, piece or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME at a post now standing in the dividing line between the lands of the late Captain Joshua Hallock and the late Captain John Linton and run with said dividing line North 81 degrees 15 minutes East 28 perches 7½ links to a post on the West edge of what is known as Fowlers Creek thence leaving the above mentioned division line and running with the shore of said Creek, South 16 degrees 30 minutes West 7¾ perches thence North 51 degrees 30 minutes West 6 perches, thence South 51 degrees West 14 perches to a post, thence leaving said Creek and running North 52 degrees West 6½ perches to a post thence South 81 degrees 15 minutes West 4 1/3 perches to a post thence North 08 degrees 45 minutes West 5 perches to the place of beginning. Containing 1 acre of land, more or less.

BEING the same property which was conveyed to Emma Blanche Chaney and Emily Mae Tucker by Deed from J. Oliver Clarke, Trustee, dated February 17, 1934 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 114, folio 427.

AND, BEING the same property which was conveyed to the within named Mortgagors, Henry I. Scott and Jewell L. Scott, his wife, by Deed from Emma Blanche Chaney, Widow and Emily May Tucker Risley and Norman Risley, her husband, dated September 16, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 965, folio 149.

The said property being improved by a seven room frame dwelling with two outbuildings.

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 named in the Mortgage
144 Gloucester Street
Annapolis, Maryland

Filed
1957 FEB. 13 AM 11:19

10

LIBER 118 PAGE 315 Equity No. 11,987

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $ 6,100.00 , and I/We agree to abide by the terms therein.

Witness my/our Hand and Seal this 8th day of February, 1957.

Witness:

Samuel W. Owen.

Louis S. Jones (Seal)
Agent for Norman Risley & Emily Risley & Emma Chaney.

I hereby certify that I sold property described on the reverse side of this Handbill to NORMAN RISLEY & EMILY RISLEY & EMMA CHANEY at and for the price of $ 6,100.00 he/they, being then and there the highest bidder therefor.

Witness my Hand and Seal this 8th day of February, 1957.

WITNESS:

Samuel W. Owen.

[signature] (SEAL)
Auctioneer

FILED
1957 FEB 13 AM 11:19

11

LIBER 118 PAGE 316

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
HENRY I. SCOTT and	*	FOR
JEWELL L. SCOTT, his wife	*	ANNE ARUNDEL COUNTY
	*	Equity No. 11,987

* *

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, February 8, 1957, at 11:00 A.M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

ALL that lot, piece or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME at a post now standing in the dividing line between the lands of the late Captain Joshua Hallock and the late Captain John Linton and run with said dividing line North 81 degrees 15 minutes East 28 perches 7½ links to a post on the West edge of what is known as Fowlers Creek thence leaving the above mentioned division line and running with the shore of said Creek, South 16 degrees 30 minutes West 7 3/4 perches thence North 51 degrees 30 minutes West 6 perches, thence South 51 degrees West 14 perches to a post, thence leaving said Creek and running North 52 degrees West 6½ perches

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1957 FEB 13 AM 11:19

to a post thence South 81 degrees 15 minutes West 4 1/3 perches to a post thence North 08 degrees 45 minutes West 5 perches to the place of beginning. Containing 1 acre of land, more or less.

BEING the same property which was conveyed to Henry I. Scott and Jewell L. Scott, his wife, by Deed from Emma Blanche Chaney, Widow and Emily May Tucker Risley and Norman Risley, her husband, dated September 16, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 965, folio 149.

Said property being sold to Norman Risley, Emily May Tucker Risley and Emma Blanche Chaney, at and for the sum of $6,100.00, they being at that price then and there the highest bidder therefor.

The said purchasers have agreed to comply with the terms of sale. The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

And, as in duty bound, etc.

Samuel M. Ivrey, Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 8th day of February, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my Hand and Notarial Seal.

BETTY E. PARKS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Betty E. Parks - Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

12-A

ORDER NISI

LIBER 118 PAGE 318

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

HENRY I. SCOTT and
JEWELL L. SCOTT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,987 Equity

Ordered, this 13 day of February, 19 57, That the sale of the Property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney named in Mortgage,

~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 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 19 day of March next.

The report states that the amount of sale ~~xxxxxx~~ $ 6,100.00

Filed 1957 Feb. 13 AM 11:50

George E. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

HENRY I. SCOTT and
JEWELL L. SCOTT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of April, 1957, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1957 APR 20 AM 10: 05

13

LIBER 118 PAGE 319 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,987 Equity

In The Matter Of The Mortgaged Real Estate Of HENRY I. SCOTT and JEWELL L. SCOTT, His Wife.

Ordered, this 13th day of February, 1957, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivey, Attorney Named in Mortgaged, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of March next.

The report states that the amount of sale was $8,100.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

M-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 15, 1957

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 11987

Henry I. Scott

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of March, 1957. The first insertion being made the 14th day of February, 1957

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. E.C. 10187 APR -8 AM 10:49

15

LIBER 118 PAGE 320

In the matter of	:	No. 11,987 Equity
the mortgaged real estate of	:	IN THE
HENRY I. SCOTT and	:	CIRCUIT COURT
JEWELL L. SCOTT, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY

PETITION FOR SUBSTITUTION OF PURCHASERS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Louis S. Zang and Daisy M. Zang, his wife respectfully states:

(1) That heretofore Samuel M. Ivrey, attorney named in the mortgage, at a public sale held on February 8, 1957, sold the following property, namely:

> ALL that lot, piece or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:
>
> BEGINNING FOR THE SAME at a post now standing in the dividing line between the lands of the late Captain Joshua Hallock and the late Captain John Linton and run with said dividing line North 81 degrees 15 minutes East 28 perches 7½ links to a post on the West edge of what is known as Fowlers Creek thence leaving the above mentioned division line and running with the shore of said Creek, South 16 degrees 30 minutes West 7 3/4 perches thence North 51 degrees 30 minutes West 6 perches, thence South 51 degrees West 14 perches to a post, thence leaving said Creek and running North 52 degrees West 6½ perches to a post thence South 81 degrees 15 minutes West 4 1/3 perches to a post thence North 08 degrees 45 minutes West 5 perches to the place of beginning. Containing 1 acre of land, more or less.

unto Norman Risley, Emily May Tucker Risley and Emma Blanche Chaney at and for the sum of Six Thousand One Hundred Dollars ($6,100.00). That the said Norman Risley, Emily May Tucker Risley and Emma Blanche Chaney have sold and assigned all of their right, title and interest in and to the aforementioned properties unto your petitioners.

(2) That the aforementioned sale has been ratified by this Honorable Court and that your petitioners desire that this court, by its order, substitute your petitioners as purchasers in the place and instead of Norman Risley, Emily May Tucker Risley and Emma Blanche Chaney.

FILED

1957 APR 10 PM 1:40

15

Louis S. Zang

Louis S. Zang

Daisy M. Zang

Daisy M. Zang

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of April, 1957, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis S. Zang and Daisy M. Zang, his wife, and made oath in due form of law that the facts as set forth herein are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial seal.

Alice [illegible]
Notary Public

I HEREBY consent to the passage of the within Order of Court.

Norman Risley

Norman Risley

Emily May Tucker Risley

Emily May Tucker Risley

Emma Blanche Chaney

Emma Blanche Chaney

Samuel M. Ivrey

Samuel M. Ivrey, Attorney named ~~in~~ Mortgage

16

LIBER 118 PAGE 322

In the matter of	:	No. 11,987 Equity
the mortgaged real estate of	:	IN THE
HENRY I. SCOTT and	:	CIRCUIT COURT
JEWELL L. SCOTT, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY

ORDER OF COURT

Upon the foregoing petition, affidavit and assent, it is this 11th day of April, 1957, ORDERED by the Circuit Court for Anne Arundel County in Equity, that Louis S. Zang and Daisy M. Zang, his wife, be, and they are hereby, substituted in the place and instead of Norman Risley, Emily May Tucker Risley and Emma Blanche Chaney, as purchasers of the property more particularly described in the aforegoing petition.

Benjamin Michaelson
Judge

FILED
1957 APR 11 PM 2:02

17

LIBER 118 PAGE 323

In the Case of

In the Matter of the
Mortgaged Real Estate
of
vs.
Henry I. Scott
and
Jewell L. Scott, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,987 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.

April 30, 1957

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

FILED

1957 MAY -3 PM 3:40

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Henry I. Scott and Jewell L. Scott, his wife

To Attorney for Commissions, viz:	214	98		
To Attorney for Fee, viz:	35	00	249	98
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	36	40		
Auditor - stating this account	13	50	59	90
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	53	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	12	86		
Globe Indemnity Co. - bond premiums	24	40		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Betty E. Parks - notary fees	1	50	148	67
To Attorney for Taxes, viz: 1957 State and County taxes ($59.73) - adjusted to 2/8/57	5	73	5	73
To Enterprise Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim	5,311	35	5,311	35
To Emma Blanche Chaney and Emily May Tucker, second mortgagees - this balance on account mortgage claim	390	40	390	40
			6,166	03
Amount of second mortgage claim	3,815	00		
Cr. Amount allowed above	390	40		
Balance due	3,424	60		

19

with

Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1957				
Feb.	8	Proceeds of Sale	6,100 00	
		Interest on deferred payment of $5,490.00 to 4/20/57	66 03	6,166 03
				6,166 03

LIBER 118 PAGE 326

ORDER NISI

In the Matter of the Mortgaged

Real Estate

of ~~XERSMS~~

Henry I. Scott

and

Jewell L. Scott, his wife

1957 MAY -3 PM 3:40

FILED

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,987 Equity.

ORDERED, This 3rd day of May, 19 57, 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 10th day of June, 1957, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge

FILED

1957 JUN 11 PM 12:24

OFFICE OF

LIBER 118 PAGE 327 *Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1957

We hereby certify, that the annexed

Order Nisi Eq. #11,987

Auditor's Account #1

Mary L. Scott

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, 1957. The first insertion being made the 6th day of May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,987 Equity
In the Matter of the Mortgaged Real Estate of
HENRY I. SCOTT
and
JEWELL L. SCOTT, his wife

Ordered, this 3rd day of May, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or befor 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-20

FILED

No. E.C. 1957 JUN 10 PM 1:48

2.2

LIBER 118 PAGE 328

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM BERTIE O. THOMPSON, WIDOW TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

BERTIE O. THOMPSON, WIDOW

IN THE

CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

IN EQUITY No. 12,236

Docket No. 17 Folio 66

Mr. Clerk:

Please docket a suit in the above entitled case and file the within Exhibit.

Fred J. Van Slyke

Fred J. Van Slyke, Attorney named in the Mortgage

FILED

1957 JUL 18 AM 11:21

City—County Direct Reduction Form

LIBER 118 PAGE 329

No. 12,236 Equity

LIBER 1041 PAGE 111

This Mortgage, Made this 28th day of June, in the year one thousand, nine hundred and fifty-six, between BERTIE O. THOMPSON, Widow,

of Anne Arundel County, in the State of Maryland, Mortgagor, and BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY, a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Eight thousand ---------- ($8,000.00) Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said 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 Eighty-nine ($89.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor do th grant, convey and assign unto the said Mortgagee, its successors and assigns, in fee simple, all that lot of ground situate and lying in the Second Election District of Anne Arundel County, in said State, and described as follows:

BEGINNING for the same at an iron pipe set in the first line and South 05 degrees West, 250 feet from the beginning of said line, of the conveyance from Frank N. Hasselberger and wife to H. M. O'Dell by Deed dated April 14, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 565, Folio 445; and running from said beginning point and with part of said line, South 05 degrees West, 150 feet to a pipe set at a point of curve where a 21.8 foot road runs into a 23 foot road; thence with an arc of said curve, whose radius is 25 feet, in a southerly and southwesterly direction, for a distance of 39.27 feet to a pipe set at a point of tangency; thence with said tangent and with the North side of the above mentioned 23 foot road, North 85 degrees West, 50 feet to a pipe set in the third line of the above mentioned conveyance; thence with part of said line, North 05 degrees East, 175 feet to a pipe and South 85 degrees East, 75 feet to the place

FILED
1957 JUL 18 AM 11:22

of beginning.

BEING the same lot of ground which by Deed dated October 3rd, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 787, Folio 48, was granted and conveyed by Hobart M. O'Dell and Lora V. O'Dell, His Wife unto Harry J. Thompson and the said Bertie O. Thompson, His Wife, the said Harry J. Thompson having since departed this life.

IF the above mortgage loan is paid off in full within five years from the date of this mortgage, the Mortgagee may make a charge of three per cent. (3%) of the amount prepaid.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; ~~for all the rest and residue of the term of years yet to come, and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of $----------~~

Provided, however, if the said Mortgagor , her 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 her part to be made and done, then this mortgage shall be void.

And the said Mortgagor , for herself her heirs, personal representatives and assigns, covenant s 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 , her 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 fr 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 , her 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 , her 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 , her heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

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

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

WITNESS the hand and seal of the said Mortgagor .

Bertie O. Thompson (SEAL)
BERTIE O. THOMPSON

WITNESS:

_____ (SEAL)

James Doyle, 3rd

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY that on this 28th day of June, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore County, personally appeared Bertie O. Thompson, Widow, the within named Mortgagor,

and she acknowledged the aforegoing mortgage to be her act. At the same time also appeared Vlast Koenigsmark, President of the within named corporation Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

James Doyle, 3rd Notary Public.

Rec'd for record June 29 1956 at 2 o'clock P.M.

Mailed to Van Slyke & Doyle

Mi ıry Affidavit under Soldiers' and lors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

LIBER 118 PAGE 332

BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

BERTIE O. THOMPSON, WIDOW

IN THE

CIRCUIT COURT

OF

Anne Arundel County

IN EQUITY No. 12,236

Docket 17 Fol. 66

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Fred J. Van Slyke, Attorney for the BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

Fred J. Van Slyke *Affiant.*

Subscribed and sworn to before me this ..... day of July 19 57.

James Doyle 3rd *Notary Public*

FILED

1957 JUL 18 AM 11:21

5

STATEMENT OF MORTGAG CLAIM

LIBER 118 PAGE 333

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM BERTIE O. THOMPSON, WIDOW, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

BERTIE O. THOMPSON, WIDOW

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

IN EQUITY

Docket No. Folio

No. 12,236 Equity

STATEMENT OF MORTGAGE DEBT

"SLAVIE"

Bohemian Building, Loan and Savings Association

730 N. COLLINGTON AVE.

Acct. No. B-6-1519- Phone: BRoadway 6 6240

Baltimore - 5, Md., April 6 1959.

STATEMENT

of Mrs: Bertie O. Thompson,

445 Gambrills MD.

Mortgage Loan	6-27-56-	$8.000.00
Interest	5 Mos. 10 Days	186.04
Due on Exp. Acct.		
		$8.186.04
Paid off on Capital	$1.037.49	
Credit to Exp. Act.	169.01	1.206.50
Balance Due		$6.979.54
Preparing Statement		
Cost of Release		

Last Tax Paid 1958 $

Last Ground Rent Paid in Fee

Copy to: Fred J. Van Slyke, Attorney
~~17 E. Saratoga St. SA 4420~~
Br. 6-3808

Remarks

Ferdinand Kalas, Secretary

ALL CHECKS PAYABLE TO THE ORDER OF THE ASSOCIATION

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 3rd day of April in the year nineteen hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for ~~said City of~~ County Baltimore, personally appeared FERDINAND KALAS, SECRETARY OF BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

the plaintiff in the above entitled cause, and made oath that the foregoing is a 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,

Notary Public

Fred J. Van Slyke

1959 APR -6 AM 10

FILED

Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55)

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY - IN EQUITY

STATE OF MARYLAND

LIBER 118 PAGE 335

LIBER 9 PAGE 568

BOND OF Attorney

TO SELL Real Estate

No. 12,236 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Fred J. Van Slyke,

730 N. Collington Avenue, Baltimore 5, Maryland

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand and 00/100 - Dollars ($ 7,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 6th day of April, in the year of our Lord, nineteen hundred and fifty nine.

WHEREAS, the above bounden Fred J. Van Slyke

by virtue of the power contained in a mortgage from Bertie O. Thompson, Widow to Bohemian Building Loan & Savings Association "Slavie" of Baltimore City bearing date the 28th day of June, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1041 Folio 111 ~~and~~

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

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

Fred J. Van Slyke

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

Signed, sealed and delivered

in the presence of

Eleanor G. Owings

Fred J. Van Slyke (SEAL)

Fred J. Van Slyke

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth

Robert J. Noeth

Attorney in fact.

FILED

1959 APR -6 PM 1:41

Bond approved this 6th day of April 1959.

George T. Cromwell Clerk

7

LIBER 118 PAGE 336

Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City

VS.

Bertie O. Thompson, Widow

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 6th day of April, 1959, sold this property described in the attached advertisement of sale at and for the sum of $6,000 to Ida Sachs, they being at that figure the highest bidders therefor, and I further certify that the said sale was fairly made.

By: Joseph A. Cooper

Alex Cooper, Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 6th day of April, 1959 purchased the property described in the attached advertisement of sale from FRED J. VAN SLYKE, Attorney named in the mortgage, at and for the sum of $6,000.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Ida Sachs

IDA SACHS Purchaser

M. Sachs

M. SACHS Agent

Purchaser

Test:

Joseph A. Cooper

FILED

1959 APR 13 AM 9:20

VAN SLYKE & DOYLE, Solicitors
730 N. Collington Avenue,
Baltimore, Md.

Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

LOCATED ON DEFENSE HIGHWAY, GAMBRILLS.
(2nd Election District, Anne Arundel County, Maryland).

Under and by virtue of the power and authority contained in a mortgage from BERTIE O. THOMPSON, WIDOW, to BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY dated June 28, 1956 and recorded among the Land Records of Anne Arundel Couty in Liber G.T.C. No. 1041, Folio 111 (Default having occurred thereunder) the undersigned, the Attorney named in the said mortgage, will sell at Public Auction on the premises on

Monday,
April 6, 1959
at 2 o'clock p.m.

all that piece or parcel of ground situate and lying in the 2nd Election District of Anne Arundel County and described as follows, viz:—

BEGINNING for the same at an iron pipe set in the first line and south 05 degrees west, 250 feet from the beginning of said line, of the conveyance from Frank N. Hasselberger and Wife to H. M. O'Dell by Deed dated April 14, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 565, Folio 445; and running from said beginning point and with part of said line, south 05 degrees west, 150 feet to a pipe set at a point of curve where a 21.8 foot road runns into a 23 foot road; thence with an arc of said curve, whose radius is 25 feet, in a southerly and southwesterly direction, for a distance of 39.27 feet to a pipe set at a point of tangency; thence with said tangent and with the north side of the above mentioned 23 foot road, north 85 degrees west, 50 feet to a pipe set in the third line of the above mentioned conveyance; thence with part of said line, north 06 degrees east, 175 feet to a pipe and south 85 degrees east, 75 feet to the place of beginning.

Terms of Sale: A cash deposit of $500.00 will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Unpaid portion of purchase price to bear interest from day of sale to day of settlement at 6%. Taxes and all other charges to be adjusted to day of sale.

FRED J. VAN SLYKE,
Attorney Named in Mortgage.

Alex Cooper,
Auctioneer.
PL. 2-4868, 212 N. Calvert Street,
Baltimore.

M-26

LIBER 118 PAGE 338

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM BERTIE O. THOMPSON, WIDOW, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
	:	OF
	:	ANNE ARUNDEL COUNTY,
Vs.	:	IN EQUITY
BERTIE O. THOMPSON, WIDOW	:	Docket No. 19 Folio 66
		Equity No. 12,236

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

The Report of Sale of Fred J. Van Slyke, Attorney named in the Mortgage in the above entitled cause to make sale of fee simple property in the Second Election District of Anne Arundel County, State of Maryland in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper, published in Anne Arundel County, State of Maryland, for more than three successive weeks preceding the date of sale, the said Fred J. Van Slyke, Attorney named in the Mortgage did pursuant to said notice on Monday, the 6th day of April, 1959, at 2:00 o'clock P.M., attend on the premises and then and there sold fee simple property situate in the Second Election District of Anne Arundel County, State of Maryland, unto IDA SACHS at and for the sum of Six thousand Dollars ($6,000.00), said property being described as follows:-

BEGINNING for the same at an iron pipe set in the first line and south 05 degrees west, 250 feet from the beginning of said line, of the conveyance from Frank N. Hasselberger and Wife to H. M. O'Dell by Deed dated April 14, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 565, Folio 445; and running from said beginning point and with part of said line, south .05 degrees west, 150 feet to a pipe set at a point of curve where a 21.8 foot road runns into a 23 foot road; thence with an arc of said curve, whose radius is 25 feet, in a southerly and southwesterly direction, for a distance of 39.27 feet to a pipe set at a point of tangency; thence with said tangent and with the north side of the above mentioned 23 foot road, north 85 degrees west, 50 feet to a pipe set in the third line of the above mentioned conveyance; thence with part of said line, north 05 degrees east, 175 feet to a pipe and south 85 degrees east, 75 feet to the place of beginning.

Fred J. Van Slyke

Fred J. Van Slyke, Attorney named in the Mortgage

FILED

1959 APR 13 AM 9:20

STATE OF MARYLAND, BALTIMORE CITY, 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 of Baltimore, personally appeared Fred J. Van Slyke, Attorney named in the Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

James Doyle, 3rd Notary Public

ORDER NISI

Fred J. Van Slyke, Attorney Named In The Mortgage From Bertie O. Thompson, Widow, To Bohemian Building Loan and Savings Association "SLAVIE" of Baltimore City

versus

Bertie O. Thompson, Widow

LIBER 118 PAGE 340

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,236 Equity

Ordered, this 13th day of April, 1959, That the sale of the Property In the proceedings mentioned made and reported by Fred J. Van Slyke, Attorney named in the Mortgage

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

FILED
1959 APR 13 AM 9:20

TEST: Clerk.

(Final Order)

Fred J. Van Slyke, Attorney Named In The Mortga e From Bertie O. Thompson, Widow, To Bohemian Building Loan and Savings Association "SLAVIE" of Baltimore City versus

Bertie O. Thompson, Widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st 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 22 AM 9:41

LIBER 118 PAGE 341

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,236 Equity

FRED J. VAN SLYKE, Attorney Named in the Mortgage From BERTIE O. THOMPSON, Widow, To Bohemian Building Loan and Savings Association "SLAVIE" of Baltimore City

versus

BERTIE O. THOMPSON, Widow

Ordered, this 13th day of April, 1959, That the sale of the property in the proceedings mentioned made and reported by Fred J. Van Slyke, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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

No. M. G. 7199

12

OFFICE OF

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

Eq. 12,236

Bertie O. Thompson

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 By [illegible]

VAN SLYKE & DOYLE, Solicitors
730 N. Collington Avenue,
Baltimore, Md.

Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

LOCATED ON DEFENSE HIGHWAY, GAMBRILLS.
(2nd Election District, Anne Arundel County, Maryland).

Under and by virtue of the power and authority contained in a mortgage from BERTIE O. THOMPSON, WIDOW, to BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY dated June 28, 1956 and recorded among the Land Records of Anne Arundel Couty in Liber G.T.C. No. 1041, Folio 111 (Default having occurred thereunder) the undersigned, the Attorney named in the said mortgage, will sell at Public Auction on the premises on

Monday,
April 6, 1959
at 2 o'clock p.m.

all that piece or parcel of ground situate and lying in the 2nd Election District of Anne Arundel County and described as follows, viz:—

BEGINNING for the same at an iron pipe set in the first line and south 05 degrees west, 250 feet from the beginning of said line, of the conveyance from Frank N. Hasselberger and Wife to H. M. O'Dell by Deed dated April 14, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 565, Folio 445; and running from said beginning point and with part of said line, south 05 degrees west, 150 feet to a pipe set at a point of curve where a 21.8 foot road runns into a 23 foot road; thence with an arc of said curve, whose radius is 25 feet, in a southerly and southwesterly direction, for a distance of 39.27 feet to a pipe set at a point of tangency; thence with said tangent and with the north side of the above mentioned 23 foot road, north 85 degrees west, 50 feet to a pipe set in the third line of the above mentioned conveyance; thence with part of said line, north 05 degrees east, 175 feet to a pipe and south 85 degrees east, 75 feet to the place of beginning.

Terms of Sale: A cash deposit of $500.00 will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Unpaid portion of purchase price to bear interest from day of sale to day of settlement at 6%. Taxes and all other charges to be adjusted to day of sale.

FRED J. VAN SLYKE,
Attorney Named in Mortgage.
Alex Cooper,
Auctioneer.
PL. 2-4868, 212 N. Calvert Street,
Baltimore.

M-26

LIBER 118 PAGE 342 OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 20, 1959

We hereby certify, that the annexed

Mortgage Sale

Bertie O. Thompson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of April, 1959. The first insertion being made the 5th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 MAY 20 PM 2:33

By A. Tilghman

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

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM BERTIE O. THOMPSON, WIDOW, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

BERTIE O. THOMPSON, WIDOW

LIBER 118 PAGE 343

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY, IN 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 Fred J. Van Slyke, Attorney for Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City, and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

Fred J. Van Slyke
Affiant.
Fred J. Van Slyke

Subscribed and sworn to before me this 20th day of May 1959

James Doyle, 3rd
Notary Public

FILED
1959 MAY 20 PM 1:59

LIBER 118 PAGE 344

In the Case of

Fred J. Van Slyke,
Attorney named in Mortgage

VS.

Bertie O. Thompson, Widow

In the

Circuit Court

For

Anne Arundel County

No. 12,236 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.

June 1, 1959

FILED

1959 JUN -3 PM 2:10

Dr. Fred J. Van Slyke, Attorney named in Mortgage vs. Bertie O. Thompson, Widow — in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	210	94	310	94
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account	13	50	53	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	51	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	42	50		
U.S. Fidelity & Guaranty Co.-bond premium	28	00		
Alex Cooper - Auctioneer's commission	200	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	3	30		
James Doyle - notary fees	2	00	344	34
To Attorney for Taxes, viz:				
1959 State and County taxes - 3 mos. 6 days	22	38	22	38
To Bohemian Building, Loan & Savings Ass'n "Slavie" of Baltimore City, mortgagee - this balance on account mortgage claim	5,300	62	5,300	62
			6,031	28
Amount of mortgage claim filed	6,979	54		
Cr. Amount allowed above	5,300	62		
Balance subject to decree in personam	1,678	92		

16

with Fred J. Van Slyke, Attorney named in Mortgage Cr.

1959				
Apr.	6	Proceeds of Sale	6,000 00	
		Interest on deferred payment of $5,500.00 - 1 month 14 days	31 28	6,031 28
				6,031 28

ORDER NISI LIBER 118 PAGE 347

Fred J. Van Slyke,

Attorney named in Mortgage

VERSUS

Bertie O. Thompson,

Widow

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,236 Equity.

ORDERED, This 3rd. 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.

FILED
1959 JUN -3 PM 2:10

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of August, 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 AUG 13 PM 12:23

Benjamin Michaelson
Judge.

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Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 118 PAGE 348

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 12,236 Equity
FRED J. VAN SLYKE
Attorney named in Mortgage
Versus
BERTIE O. THOMPSON, Widow

Ordered, this 3rd. 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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1959

We hereby certify, that the annexed Order Nisi - Eq. 12,236 Auditor Account.

Bertie O. Thompson

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
1959 No. M.G. 9009
JUN 29 AM 11:29
19

LIBER 118 PAGE 349

IN THE MATTER OF THE MORTGAGED PROPERTY OF KENDALL P. BUNNELL and CATHERINE Y. BUNNELL	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12468 EQUITY

.. ..

ORDER TO DOCKET SUIT

Mr. Clerk:-

Please file the certified copy of mortgage, which is marked "Plaintiff's Exhibit A", in this foreclosure suit.

Henry J. Tarantino
Attorney named in Mortgage

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

FILED
1957 DEC 27 AM 10:45

MORTGAGE FEE—CITY OR COUNTY—Form 10.

LIBER 118 PAGE 350

LIBER 1057 PAGE 107

No. 12,468 Equity

PURCHASE MONEY

THIS MORTGAGE, Made this 27th day of August,

in the year nineteen hundred and fifty-six by and between Kendall P. Bunnell and Catherine Y. Bunnell, his wife, Mortgagors of the County of Anne Arundel, in the State of Maryland, of the first part, and

Roselyn R. Justus, Widow, of Anne Arundel County, Mortgagee, of the second part:

Whereas, the said parties of the first part are justly indebted to the said Roselyn R. Justus on the balance of the purchase price of the hereinafter described property, in the full and just sum of Thirty-six Thousand ($36,000.00) dollars, which the said parties of the first part covenant and agree herein to re-pay as follows, together with interest at the rate of 5% per annum with no amortization on account of principal:-

One thousand ($1,000.00) to be paid on account of said principal sum on September 1st, 1957, together with interest aforesaid,

One thousand ($1,000.00) dollars to be paid on account of said principal sum on September 1st, 1958, together with interest aforesaid,

One thousand ($1,000.00) dollars to be paid on account of said principal sum on September 1st, 1959, together with interest aforesaid,

One thousand ($1,000.00) dollars to be paid on account of said principal sum on September 1st, 1960, together with interest aforesaid, and

The balance of said principal sum in the amount of Thirty-two thousand ($32,000.00) dollars to be paid on September 1st, 1961, together with interest aforesaid.

The said parties of the first part shall have the right and privilege to pay off the entire indebtedness at any time prior to September 1st, 1961.

~~Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar,~~

~~the said~~ Whereas, it was a condition precedent to the granting of the aforesaid loan and advancement that these presents should be executed to secure the prompt payment of the aforesaid loan as and when the same shall become due and demandable, together with all interest to accrue thereon.

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises, the said Mortgagors do grant and convey unto

Roselyn R. Justus, Widow, her heirs and assigns, in fee simple, all those lot s or parcel s of ground situate and lying in the Third Election District of County aforesaid, and described as follows, to wit:—Beginning for the same at a stone at the beginning of the third or North 88-1/2 degree East, 73.3 foot line of the description contained in a deed dated May 18, 1927, whereby the property was conveyed by Albert H. Cantler and wife to Roselyn R. Justus, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 12, folio 488, and running thence from said beginning point and along said third line, North 88 degrees 06 minutes East, 73.30 feet to a spike there set; thence along part of the fourth line of the above mentioned conveyance, South 12 degrees 00 minutes East, 32.0 feet to an iron pipe at the intersection of Lots 4 and 5 as shown on a recorded plat by Thomas H. Disney and Co., entitled LOTS FOR SALE, ROSELYN R. JUSTUS, ETC., recorded among the Land Records aforesaid in Liber J.H.H. 283, folio 315, and running along said divisional line, South 78 degrees 48 minutes East, 128.10 feet to an iron pipe, thence continuing on the same bearing South 78 degrees 48 minutes East, 20.0 feet to the tidewaters of Mill Creek; thence with said tidewaters of Mill Creek North 05 degrees 44 minutes 20 seconds West, 153.89 feet to the divisional line between Lots 7 and 8 as shown on the

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1957 DEC 27 AM 10:46

PLAINTIFF'S EXHIBIT A

above mentioned plat; thence leaving Mill Creek and running with part of said divisional line, North 84 degrees 04 minutes 30 seconds West, 194.80 feet to the easterly side of a 20 foot wide county road, described in a deed recorded in J.H.H. 830, folio 445; thence with the said easterly side of said county road, South 01 degrees 58 minutes East, 99.16 feet to the end thereof; thence across the southerly end of said road, South 88 degrees 06 minutes West, 20.01 feet to intersect the second line of the above mentioned conveyance to Justus; thence South 01 degrees 58 minutes East, 15.0 feet to the end of the second line and the place of beginning. According to a survey and plat of same in August, 1956, by T.T. Pantaleo, Annapolis, Maryland, Registered Land Surveyor.

BEING the same lots of ground which by deed of even date herewith was conveyed by the party of the second part to the parties of the first part and intended to be recorded immediately hereto among the Land Records of Anne Arundel County.

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

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of Roselyn R. Justus' her **heirs and assigns, forever.**

Provided, that if the said Kendall P. Bunnell and Catherine Y. Bunnell, his wife, their **executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of** Thirty six Thousand ($36,000.00) **dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on** their **part to be performed, then this Mortgage shall be void.**

And the said Mortgagor s **hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee, her personal representatives, or assigns, or** Henry J. Tarantino **duly authorized Attorney or Agent**

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

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

And it is agreed that, until default be made in the premises, the said part ies of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said part ies of the first part covenant to pay when legally payable.

And the said part ies of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Thirty six thousand ($36,000.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , her executors, administrators or assigns, to the extent of her lien or claim hereunder.

Witness . the hands and seal s of the parties of the first part

TEST:

Henry J. Tarantino
Henry J. Tarantino

Kendall P. Bunnell [SEAL]
Kendall P. Bunnell

Catherine Y. Bunnell [SEAL]
Catherine Y. Bunnell

_____ [SEAL]

~~LIBER~~ 118 PAGE ~~355~~

LIBER 1057 PAGE 110

State of Maryland, Anne Arundel County , ss:

I Hereby Certify, that on this 27th day of August 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 the County aforesaid, personally appeared Kendall P. Bunnell and Catherine Y. Bunnell, his wife, the Mortgagors named in the foregoing Mortgage, and each acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared

Roselyn R. Justus, Widow, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

Rec'd for record Aug 28 1956 at 11:20 A.M.

Mailed to Henry J. Tarantino

Henry J. Tarantino

~~Henry J. Tarantino, Notary Public~~

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. 1057 Folio 107, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 6th day of December, A. D., 1957.

George T. Cromwell Clerk.

GEORGE T. CROMWELL

LIBER 118 PAGE 354

IN THE MATTER OF THE MORTGAGED PROPERTY OF KENDALL P. BUNNELL and CATHERINE Y. BUNNELL :

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 12469 EQUITY

.. ..

AFFIDAVIT OF NON-MILITARY STATUS OF MORTGAGORS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY: to wit:

Henry J. Tarantino, being first duly sworn and on oath deposes and says, that he is the Attorney named in Mortgage for purposes of foreclosure in the certified copy of mortgage filed herein. That he personally knows Kendall P. Bunnell and Catherine Y. Bunnell and that both of said parties are citizens of the United States, residents of Anne Arundel County and Baltimore City respectively, and that neither of said parties are in the Military Service of the United States, as defined by the Soldiers and Sailors Civil Relief Act.

Henry J. Tarantino

SUBSCRIBED and SWORN to, before me, this 26th day of December, 1957.

Dorothy Roberts Skipper
Notary Public

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

FILED
1957 DEC 27 AM 10:45

7

LIBER 118 PAGE 355

IN THE MATTER OF:
THE MORTGAGED PROPERTY OF
KENDALL P. BUNNELL and
CATHERINE Y. BUNNELL

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO 12,468 EQUITY

.. ..

STATEMENT OF ACCOUNT

Original amount of mortgage	$36,000.00
Interest at 5% due and unpaid from August 27, 1956 to December 1, 1957	887.50
Fire Insurance Premium, paid by Mortgagee	593.02
	$37,480.52
Received on account of principal	1,000.00
	$36,480.52

Roselyn R. Justus
Mortgagee

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

I HEREBY CERTIFY, that on this 26th day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Roselyn R. Justus, Widow, who made oath in due form of law that she is the mortgagee named in the mortgage herein, dated August 27, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1057, folio 107, and that the foregoing Statement constitutes a true and just account of the balance remaining due on said mortgage.

AS WITNESS my hand and Notarial Seal.

Henry J. Tarantino
Notary Public

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

FILED
1957 DEC 27 AM 10:45

8

SAFEGUARD INSURANCE COMPANY

BOND

LIBER 118 PAGE 356

LIBER 9 PAGE 209

No. 12,468 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, HENRY J. TARANTINO , of Anne Arundel County, State of Maryland, as Principal, and the Safeguard Insurance Company, having its office in the City of Hartford, Connecticut, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THIRTY SEVEN THOUSAND AND NO/100 DOLLARS - - - - - - - - - - - - - - - - - - current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of January , 1958.

WHEREAS, by virtue of a power of sale contained in a mortgage from Kendall P. Bunnell and Catherine Y. Bunnell to Roselyn R. Justus, Widow, - - - - - - bearing date on or about August 27, 1956 - - - - - - - - - - the said Henry J. Tarantino - - - - - - - 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 Henry J. Tarantino - - - - - - - - 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 Henry J. Tarantino - - - - - - - - - does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered this 7th day of January , 1958, in the presence of

Kathleen L. Woelfel
Kathleen L. Woelfel

Henry J. Tarantino (SEAL)
Henry J. Tarantino PRINCIPAL

Kathleen L. Woelfel
Kathleen L. Woelfel

SAFEGUARD INSURANCE COMPANY

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

This Bond is hereby approved as to form and sufficiency of the Surety this 7th day of January, 1958.

FILED
1958 JAN -7 AM 11:56

George T. Cromwell
Clerk

9

IN THE MATTER OF: LIBER 118 PAGE 357 IN THE
THE MORTGAGED PROPERTY OF
KENDALL P. BUNNELL and CIRCUIT COURT
CATHERINE Y. BUNNELL :
FOR
: ANNE ARUNDEL COUNTY
: NO. 12,468 EQUITY
:

.. ..

ATTORNEY'S SALE

of

VALUABLE FEE SIMPLE WATERFRONT PROPERTY IMPROVED BY A TAVERN, KNOWN AS "RIVERSIDE INN" AND DWELLING, SITUATE AT MILL CREEK IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority contained in a mortgage from Kendall P. Bunnell and Catherine Y. Bunnell, his wife, dated August 27, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1057, folio 107, and (default having occured thereunder) the undersigned Attorney will sell at public auction, on the premises, on

SATURDAY, ~~FEBRUARY~~ MARCH 15, 1958

at 1:30 o'clock P.M.

the following described property:

BEGINNING for the same at a stone at the beginning of the third or North 88½ degree East, 73.3 foot line of the description contained in deed dated May 18, 1927, whereby the property was conveyed by Albert H. Cantler and Vronia B. Cantler, his wife, to Roselyn R. Justus, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. No. 12, folio 488,and running thence from said beginning point and along said third line, North 88 degrees 06 minutes East, 73.30 feet to a spike there set; thence along part of the fourth line of the above mentioned conveyance, South 12 degrees 00 minutes East, 32.0 feet to an iron pipe at the intersection of Lots 4 and 5 as shown on a recorded plat by Thomas H. Disney and Co., entitled LOTS FOR SALE, ROSELYN R. JUSTUS, Etc., recorded among the Land Records of Anne Arundel County in Liber J.H.H. 283, folio 315, and running along said divisional line, South 78 degrees 48 minutes East, 128.10 feet to an iron pipe, thence continuing on the same bearing South 78 degrees 48 minutes East, 20.0 feet to the tidewaters of Mill Creek; thence with said tidewaters, of Mill Creek North 05 degrees 44 minutes 20 seconds West, 153.89 feet to the divisional line between Lots 7 and 8 as shown on the above mentioned plat; thence leaving Mill Creek and running with part of said divisional line, North 84 degrees 04 minutes 30 seconds West, 194.80 feet to the easterly side of a 20 foot wide county road,described in a deed recorded in J.H.H. 830, folio 445; thence with the said easterly side of said county road, South 01 degrees 58 minutes East, 99.16 feet to the end thereof; thence across the southerly end of said road, South 88 degrees 06 minutes West, 20.01 feet to intersect the second line of the above mentioned conveyance to Justus; thence South 01 degrees 58 minutes East, 15.0 feet to the end of the second line and the place of beginning. According to a survey and plat of same in August, 1956, by

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1958 JAN 10 PM 2:50

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

10

T. T. Pantaleo, Annapolis, Maryland, Registered Land Surveyor. SUBJECT, HOWEVER, to a fifteen foot right-of-way as to Lots 5 and 6, as shown on the aforesaid plat.

BEING the same property which by deed of date of said mortgage was conveyed by Roselyn R. Justus, Widow, to Kendall P. Bunnell and Catherine Y. Bunnell, his wife, and recorded among the Land Records of Anne Arundel County.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply

NAT PUMPHREY-Auctioneer

HENRY J. TARANTINO
Attorney named in mortgage
160 South Street
Annapolis, Maryland

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

LIBER 118 PAGE 359 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 12, 1958

We hereby certify, that the annexed

Attorney's Sale

Eq. 12468.

Kendall P. Bunnell

"Riverside Inn"

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 15th day of March, 1958. The first insertion being made the 14th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

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1958 MAR 19 PM 2:57

By: D. Tilghman

Legal Notice

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 12,468 Equity

In the Matter of the Mortgaged Property of KENDALL P. BUNNELL and CATHERINE Y. BUNNELL

Attorney's Sale

OF

VALUABLE FEE SIMPLE WATERFRONT PROPERTY IMPROVED BY A TAVERN, KNOWN AS "RIVERSIDE INN" AND DWELLING, SITUATE AT MILL CREEK IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority contained in a mortgage from Kendall P. Bunnell and Catherine Y. Bunnell, his wife, dated August 27, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1057, folio 107, and (default having occurred thereunder) the undersigned Attorney will sell at public auction, on the premises, on

Saturday, MARCH 15, 1958 at 1:30 o'clock P.M.

the following described property:

BEGINNING for the same at a stone at the beginning of the third or North 88½ degree East, 73.3 foot line of the description contained in deed dated May 18, 1927, whereby the property was conveyed by Albert H. Cantler and Vronia B. Cantler, his wife, to Roselyn R. Justus, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. No. 12, folio 488, and running thence from said beginning point and along said third line, North 88 degrees 06 minutes East, 73.30 feet to a spike there set: thence along part of the fourth line of the above mentioned conveyance, South 12 degrees 00 minutes East, 32.0 feet to an iron pipe at the intersection of Lots 4 and 5 as shown on a recorded plat by Thomas H. Disney and Co., entitled LOTS FOR SALE, ROSELYN R. JUSTUS, Etc., recorded among the Land Records of Anne Arundel County in Liber J.H.H. 283, folio 315, and running along said divisional line, South 78 degrees 48 minutes East, 128.10 feet to an iron pipe, thence continuing on the same bearing South 78 degrees 48 minutes East, 20.0 feet to the tidewaters of Mill Creek; thence with said tidewaters, of Mill Creek North 05 degrees 44 minutes 20 seconds West, 153.89 feet to the divisional line between Lots 7 and 8 as shown on the above mentioned plat: thence leaving Mill Creek and running with part of said divisional line, North 84 degrees 04 minutes 30 seconds West, 194.80 feet to the easterly side of a 20 foot wide county road, described in a deed recorded in J.H.H. 830, folio 445; thence with the said easterly side of said county road, South 01 degrees 58 minutes East, 99.16 feet to the end thereof; thence across the southerly end of said road, South 88 degrees 06 minutes West, 20.01 feet to intersect the second line of the above mentioned conveyance to Justus; thence South 01 degrees 58 minutes East, 15.0 feet to the end of the second line

and the place of beginning. According to a survey and plat of same in August, 1956, by T. T. Pantaleo, Annapolis, Maryland, Registered Land Surveyor. SUBJECT, HOWEVER, to a fifteen foot right-of-way as to Lots 5 and 6, as shown on the aforesaid plat.

BEING the same property which by deed of date of said mortgage was conveyed by Roselyn R. Justus, Widow, to Kendall P. Bunnell and Catherine Y. Bunnell, his wife, and recorded among the Land Records of Anne Arundel County.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply
HENRY J. TARANTINO,
Attorney named in Mortgage
160 South Street
Annapolis, Maryland
NAT PUMPHREY, Auctioneer

M-7

IN THE MATTER OF: THE MORTGAGED PROPERTY OF KENDALL P. BUNNELL and CATHERINE Y. BUNNELL	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12,468 EQUITY

.. ..

REPORT OF SALE

The Report of Sale of Henry J. Tarantino, Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in mortgage from Kendall P. Bunnell and Catherine Y. Bunnell, his wife, to Roselyn R. Justus, Widow, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1057, folio 107, the said Henry J. Tarantino, Attorney named in mortgage, to make sale of 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 Evening Capital, (Certificate of Publication filed herein), a newspaper published in Anne Arundel County, and having complied with all requirements of the mortgage and other laws for such case made and provided, offered the property in said mortgage at public auction, on the premises, on Saturday, March 15, 1958, at 1:30 P.M., at and for the sum of $26,500.00, being at that figure, the highest bidder therefore and said property being described as follows:

BEGINNING for the same at a stone at the beginning of the third or North 88½ degree East, 73.3 foot line of the description contained in deed dated May 18, 1927, whereby the property was conveyed by Albert H. Cantler and Vronia B. Cantler, his wife, to Roselyn R. Justus, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. No. 12, folio 488, and running thence from said beginning point and along said third line, North 88 degrees 06 minutes East, 73.30 feet to a spike there set; thence along part of the fourth line of the above mentioned conveyance South 12 degrees 00 minutes East, 32.0 feet to an iron pipe at the intersection of Lots 4 and 5 as shown on a recorded plat by Thomas H. Disney and Co., entitled LOTS FOR SALE, ROSELYN R. JUSTUS, Etc., recorded among the Land Records of Anne Arundel County in Liber J.H.H. 283, folio 315, and running along said divisional line, South 78 degrees 48 minutes East, 128.10 feet to an iron pipe, thence continuing on the same bearing South 78 degrees 48 minutes East, 20.0 feet to the tidewaters of Mill Creek; thence with said tidewaters, of Mill Creek North 05 degrees 44 minutes 20 seconds West, 153.89 feet to the divisional line between Lots 7 and 8 as shown on the above mentioned plat; thence

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

FILED
1958 MAR 19 PM 2:57

leaving Mill Creek and running with part of said divisional line, North 84 degrees 04 minutes 30 seconds West, 194.80 feet to the easterly side of a 20 foot wide county road, described in a deed recorded in J.H.H. 830, folio 445; thence with the said easterly side of said county road, South 01 degrees 58 minutes East, 99.16 feet to the end thereof; thence across the southerly end of said road, South 88 degrees 06 minutes West, 20.01 feet to intersect the second line of the above mentioned conveyance to Justus; thence South 01 degrees 58 minutes East, 15.0 feet to the end of the second line and the place of beginning. According to a survey and plat of same in August, 1956, by T. T. Pantaleo, Annapolis, Maryland, Registered Land Surveyor, SUBJECT, HOWEVER, to a fifteen foot right-of-way as to Lots 5 and 6, as shown on the aforesaid plat.

BEING the same property which by deed of date of said mortgage, was conveyed by Roselyn R. Justus, Widow, to Kendall P. Bunnell and Catherine Y. Bunnell, his wife, and recorded among the Land Records of Anne Arundel County.

And the said Henry J. Tarantino, Attorney named in mortgage, further reports that Roselyn R. Justus, Widow, was the highest bidder at said sale and that he has received from the said purchaser, a deposit as required by the terms of sale and also required the purchaser's agreement to comply with the terms of sale, which are as follows:

A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement. Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

Said sale as reported herein was fairly made.

Henry J. Tarantino
Attorney named in Mortgage

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

I HEREBY CERTIFY, that on this 17th day of March, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Henry J. Tarantino, Attorney named in Mortgage, and he made oath in due form of law that the matters, facts and information as set forth in the foregoing Report of Sale are true to the best of his information, knowledge and belief, and sale reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper
Notary Public

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

14

12,468

AUCTIONEER'S CERTIFICATE AND AGREEMENT OF PURCHASER

I HEREBY CERTIFY that I have on this 15th day of March, 1958, sold waterfront property improved by a tavern known as "Riverside Inn" and dwelling, situate at Mill Creek, in the Third Election District of Anne Arundel County to Roselyn R. Justus, Widow, at and for the sum of $26,500.00.

Nat Pumphrey
Auctioneer

I HEREBY CERTIFY that on this 15th day of March, 1958, I purchased the property known as "Riverside Inn" at and for the sum of $26,500.00 and I hereby agree to comply with the terms of the sale.

Roselyn R. Justus

HENRY J. TARANTINO
ATTORNEY AT LAW
160 South Street
ANNAPOLIS, MARYLAND

FILED
1958 MAR 19 PM 2:57

14-A

ORDER NISI

LIBER 118 PAGE 364

IN THE MATTER OF:

THE MORTGAGED PROPERTY OF

~~XXXXX~~

KENDALL P. BUNNELL and
CATHERINE Y. BUNNELL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,468 Equity

Ordered, this 19 day of March, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by Henry J. Tarantino, Attorney named in Mortgage ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22 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 22 day of April next.

The report states that the amount of sales ~~to be~~ was $ 26,500.00

FILED 1958 MAR 19 PM 2:57

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF:

THE MORTGAGED PROPERTY OF

~~XXXXX~~

KENDALL P. BUNNELL and
CATHERINE Y. BUNNELL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

Benjamin Michaelson Judge

FILED

1958 APR 24 PM 12:23

LIBER 118 PAGE 365

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,468 Equity

In the Matter of:
The Mortgaged Property Of KENDALL P. BUNNELL and CATHERINE Y. BUNNELL

Ordered, this 19 day of March, 1958. That the sale of the property in these proceedings mentioned made and reported by Henry J. Taranlino, Attorney named in Mortgage. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22 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 22 day of April next.

The report states that the amount of sale was $26,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, Test:
GEORGE T. CROMWELL, Clerk
A-11

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 15, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,468
Kendall P. Bunnell

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 April, 1958. The first insertion being made the 21st day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED

No. E.C. 14419B APR 16 AM 10:41

LIBER 118 PAGE 366

In the Case of

In the Matter of the
Mortgaged Property
of
vs.
Kendall P. Bunnell
and
Catherine Y. Bunnell, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,468 Equity

To the Honorable, the Judges of said Court:

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

May 5, 1958

All of which is respectfully submitted.

Auditor.

FILED

1958 MAY -5 PM 3:23

Dr. in ac.

In the Matter of the Mortgaged Property of Kendall P. Bunnell and Catherine Y. Bunnell, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	810	00	910	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	71	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Safeguard Insurance Co. -bond premium	148	00		
Nat Pumphrey - auctioneer's fee	25	00		
One-half Federal documentary stamps	14	58		
One-half State documentary stamps	14	57		
Dorothy R. Skipper - notary fees	1	50	288	89
To Attorney for Taxes, viz: 1958 State and County taxes ($261.59) - 2 months 15 days	54	50	54	50
To Roselyn R. Justus, mortgagee - this balance on account mortgage claim	25,341	05	25,341	05
			26,645	94
Amount of mortgage claim filed	36,480	52		
Cr. Amount allowed above	25,341	05		
Balance subject to decree in personam	11,139	47		

18

with Henry J. Tarantino, Attorney named in Mortgage Cr.

1958							
Mar.	15	Proceeds of Sale	26,500	00		26,500	00
		Adjustment of 1958 fire insurance premiums ($281.73) from 3/15/58 to 9/20/58	145	94		145	94
						26,645	94

ORDER NISI

LIBER 118 PAGE 369

In the Matter of the Mortgaged Property of ~~VERSUS~~ Kendall P. Bunnell and Catherine Y. Bunnell, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,468 Equity.

FILED
1958 MAY -5 PM 3:23

ORDERED, This 2 day of May, 1958., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7 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 7 day of June next.

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of June, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 JUN 10 PM 4:03

Benjamin Mackall Evans
Judge.

LIBER 118 PAGE 370

OFFICE OF

Evening Capital

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,468 Equity

In the Matter of the Mortgaged Property of
Kendall P. Bunnell and
Catherine Y. Bunnell, his wife

Ordered, this 5th day of May, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7th 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 7th day of June next.

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

FILED

No. E.C. 2132 1958 JUN 10 PM 12:39

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,468
Auditor's account.

Kendall P. Bunnell

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 7th day of June, 1958. The first insertion being made the 7th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Talgsman

LIBER 118 PAGE 371

IN THE MATTER OF THE MORTGAGED PROPERTY OF JOHN R. SPINDLER and CLARA MARY SPINDLER, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12,497 EQUITY

.. ..

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original mortgage, which is marked "Plaintiff's Exhibit A" in this foreclosure suit.

Emanuel H. Horn
Attorney named in mortgage

William J. Boehm
Attorney

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1958 JAN 20 PM 2:43

LIBER 118 PAGE 372
MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 1099 PAGE 456

THIS MORTGAGE, Made this 13th day of February No. 12,497 Equity

in the year nineteen hundred and fifty-seven by and between John R. Spindler and Clara Mary Spindler, his wife,

Mortgagors of the City of Baltimore, in the State of Maryland, of the first part, and The Bond Lumber Company, a body corporate of the State of Maryland, Mortgagee, of the second part:

Whereas, the said Mortgagors stand truly and justly indebted unto the said Mortgagee in the full sum of Five Thousand ($5,000.00) Dollars, this day loaned or advanced by the latter to the former, which sum together with interest thereon at the rate of six (6%) percent per annum, the said Mortgagors covenant and agree to repay, in installments, in the manner following:

By the payment of $96.67 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 shall be applied by the Mortgagee in the following order:

(1) to the payment of interest;

(2) to the payment of all taxes, water rent, assessments or public charges, insurance premiums and other charges affecting the hereinafter described premises;

(3) towards the payment of the aforesaid principal sum, the due execution and delivery of this Mortgage having been a condition precedent to the granting of said loan.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said John R. Spindler and Clara Mary Spindler, his wife,

do grant and convey unto The Bond Lumber Company, its successors ~~heirs~~ and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Anne Arundel County aforesaid, and described as follows, to wit:—Beginning for the same at an iron pipe set in the South 25 degrees 10 minutes East, 83.5 perch line of the conveyance from Anne R. Hambleton to Richard W. Hambleton and Colleen, his wife, by deed dated February 9th, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 213, folio 203; said pipe being located North 23 degrees 30 minutes West, 404.33 feet from the end of said line; and running from thence and with said line, reversely, and as corrected for magnetic variation, North 23 degrees 30 minutes West, 127.96 feet to a pipe; thence North 78 degrees 51 minutes East, 515.28 feet to a pipe on the West side of a 16-foot right of way with use in common running from the County Road to the water front lots of the Hambleton property; thence with the West side of said right of way, South 26 degrees 28 minutes West, 158.59 feet to a pipe set in the Northeast corner of a lot to be conveyed to Carl A. Steele; thence with the North line of said lot, South 78 degrees 51 minutes West, 391.26 feet to the place of beginning. CONTAINING 1.30 acres, as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in March, 1950, and known as Lot No. 54 as shown on an unrecorded plat of the R. W. Hambleton property dated March, 1950.

BEING the same lot of ground which by Deed dated August 13, 1956, and recorded among the Land Records of Anne Arundel County, in Liber 1053, Folio 540, was granted and conveyed by Arthur Louis Winterode and wife unto the ~~Mortgagors herein~~.

FILED

1958 JAN 20 PM 2:43

2 PLAINTIFF'S Exhibit A"

3

The Mortgagors reserve the right to prepay this Mortgage, in whole or in part, at any time, without any penalty or prepayment fee

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of The Bond Lumber Company, its successors and assigns, forever.

Provided, that if the said Mortgagors, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Five Thousand ($5,000.00) - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee, its successors ~~[illegible]~~ or assigns, or Emanuel H. Horn, its duly authorized Attorney or Agent of the said Mortgagee, its successors ~~personal representatives~~, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Two Hundred ($200.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments and the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Five Thousand ($5,000.00)- - - - - - - - - - - - - - - - - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its successors ~~executors, administrators~~ or assigns, to the extent of its lien or claim hereunder.

Witness the hands and seals of said Mortgagors

TEST:

Emanuel H. Horn
Emanuel H. Horn

(as to both)

John R. Spindler [SEAL]
John R. Spindler

Clara Mary Spindler [SEAL]
Clara Mary Spindler

[SEAL]

State of Maryland, , ss:

I Hereby Certify, that on this 13th day of February---------- in the year one thousand nine hundred and fifty-seven before me, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared John R. Spindler and Clara Mary Spindler, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Abraham Mazer, President of The Bond Lumber Company, a body corporate, 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.

NOTARIAL SEAL

Wanda Lea Schaller
Notary Public
Wanda Lea Schaller
My Com. exp. 5-6-57

Rec'd for record Feb 19 1957 at 11:26 AM
Mailed to Wm. J. Boehm

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LIBER 118 PAGE 375

IN THE MATTER OF THE MORTGAGED PROPERTY OF JOHN R. SPINDLER and CLARA MARY SPINDLER, his wife : IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12497 EQUITY

.. ..

AFFIDAVIT OF NON-MILITARY STATUS OF MORTGAGEES

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

Emanuel H. Horn, being first duly sworn and on oath deposes and says, that he is the Attorney named in Mortgage for purposes of foreclosure in the original mortgage filed herein. The he personally knows John R. Spindler and Clara Mary Spindler, his wife, and that both of said parties are citizens of the United States, residents of the City of Baltimore and that neither of said parties are in the Military Service of the United States, as defined by the Soldiers and Sailors Civil Relief Act.

Emanuel H. Horn

SUBSCRIBED and SWORN to, before me, this 17th day of January, 1958.

Notary Public

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1958 JAN 20 PM 2:43

6

LIBER 118 PAGE 376

THE BOND LUMBER COMPANY, a body corporate	:	IN THE CIRCUIT COURT
	:	FOR
-vs-	:	ANNE ARUNDEL COUNTY
JOHN R. SPINDLER and	:	No. 12,497 Equity
CLARA MARY SPINDLER, his wife	:	

: : : :

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The Bond Lumber Company, a body corporate, Mortgagee, under the mortgage from John R. Spindler and Clara Mary Spindler, his wife, to The Bond Lumber Company, dated the 13th day of February, 1957, and recorded among the Land Records of Anne Arundel County, in Liber GTC No.1099, Folio 456 &c.

Amount of mortgage debt	$5,000.00
Paid on account to 5/12/57	290.01
Balance of principal due:----------	$4,709.99
Interest from 5/12/57 to 1/17/58	192.32
Fire Insurance premium paid by Mortgagee	119.80
Total Mortgage indebtedness due:	$5,022.11

STATE OF MARYLAND,
CITY OF BALTIMORE, Ss:

I HEREBY CERTIFY, That on this 15th day of January, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Abraham Mazer, President, of The Bond Lumber Company, a body corporate, the plaintiff-mortgagee in the above entitled cause, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

Wanda Lee Schaefer
Notary Public

FILED
1958 JAN 20 PM 2 43

LIBER 118 PAGE 377

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

LIBER 9 PAGE 218

no. 12,497
Equity

BOND NO. 241901

KNOW ALL MEN BY THESE PRESENTS: That we, Emmanuel Horn - 1705 Court Square Building, Baltimore, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND, ONE HUNDRED AND 00/100 ($5,100.00) 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 21st day of January, 1958.

WHEREAS: by virtue of a power of sale contained in a mortgage from Bond Lumber & Building Supply Company to John R. Spindler and Clara Mary Spindler, his wife, bearing date on or about the 13th day of February, 1957, the said Emmanuel Horn, 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 Emmanuel Horn 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 Emmanuel Horn 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: Emanuel Horn (SEAL)

Witness as to Surety: M. S. Kraus
M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY
BY R.H. Nichols
R.H. Nichols Attorney-in-Fact

Bond approved this
27. Jan. 1958
George T. Cromwell, Clerk

FILED
1958 JAN 27 PM 1:10

8

Legal Notice

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12,497 EQUITY

In the Matter of the Mortgaged Property of JOHN R. SPINDLER and CLARA MARY SPINDLER, his wife

Attorney's Sale

OF 1.30 ACRES, KNOWN AS LOT 54 AS SHOWN ON UNRECORDED PLAT OF THE R. W. HAMBLETON PROPERTY IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a mortgage from John R. Spindler and Clara Mary Spindler, his wife, dated February 13, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1099, folio 456, and (default having occured thereunder) the undersigned Attorney will sell at public auction, at the Court House Door, on

Tuesday, Feb. 18, 1958 at 11 o'clock A.M.

the following described property:

BEGINNING for the same at an iron pipe set in the South 25 degree 10 minutes East, 83.5 perch line of the conveyance from Anne R. Hambleton to Richard W. Hambleton and Colleen, his wife, by deed dated February 9th, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 213, folio 203; said pipe being located North 23 degrees 30 minutes West, 404.33 feet from the end of said line; and running from thence and with said line, reversely, and as corrected for magnetic variation, North 23 degrees 30 minutes West, 127.96 feet to a pipe; thence North 78 degrees 51 minutes East, 515.28 feet to a pipe on the West side of a 16 foot right of way with use in common running from the County Road to the water front lots of the Hambleton property; thence with the West side of said right of way; South 26 degrees 28 minutes West, 158.59 feet to a pipe set in the Northeast corner of a lot to be conveyed to Carl A. Steele; thence with the North line of said lot, South 78 degrees 51 minutes West, 391.26 feet to the place of beginning. CONTAINING 1.30 acres, as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in March, 1950, and known as Lot No. 54 as shown on an unrecorded plat of the R. W. Hambleton property dated March, 1950.

BEING the same lot of ground which by deed dated August 13, 1956, and recorded among the Land Records of Anne Arundel County, in Liber 1053, folio 540, was granted and conveyed by Arthur Louis Winterode and wife unto John R. Spindler and Clara Mary Spindler, his wife.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply

EMANUEL H. HORN,
Attorney named in Mortgage
WILLIAM J. BOEHM, Attorney
160 South Street
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer

F-15

LIBER 118 PAGE 378 OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1958

We hereby certify, that the annexed

Attorney's Sale
No. 12,497 Eq.
John R. Spindler.

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 February, 1958. The first insertion being made the 25th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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

LIBER 118 PAGE 379

IN THE MATTER OF THE MORTGAGED PROPERTY OF JOHN R. SPINDLER and CLARA MARY SPINDLER, his wife and THE UNITED STATES OF AMERICA	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12,497 EQUITY

.. ..

PETITION TO AMEND FORECLOSURE PROCEEDINGS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Emanuel H. Horn, Attorney named in the mortgage, by William J. Boehm, his Solicitor, for the purpose of foreclosure, respectfully represents:

1. That by virtue of the power of attorney contained inthe mortgage in these proceedings, the Petitioner, Emanuel H. Horn, on January 27, 1958, filed the above entitled cause for the purpose of foreclosure.

2. Subsequent to the filing of these proceedings, your Petitioner discovered that the United States Government has filed numerous liens against said Defendants, John R. Spindler and Clara Mary Spindler, his wife, by making same of record in the Circuit Court for Anne Arundel, that these liens now affect the title to the premises mortgaged by the Defendants, John R. Spindler and Clara Mary Spindler, his wife, to the Plaintiff, the Bond Lumber Company, and placed a cloud on the title thereof.

3. That the copies of the liens shown on the Record Books of the Clerk of the Court of Anne Arundel County are as follows:

Income Tax for the year 1955-56 Recorded 11/19/57
Income Tax for the year 1955-56 Recorded 11/22/57
Amounting to $2,702.55
Collectors Serial Nos. K119A and K128A

4. The effect and priority of these liens are unknown to your Petitioner but all the liens of record which your Petitioner has been informed of are hereinrecited as above.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1958 APR 17 AM 10:31

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5. That the United States Code, Title 28, Section 2410, provides in effect:

(a) That the United States of America must be made a party Defendant in order to remove from said property, the cloud on title thereof caused by the liens referrec to.

(b) That the Complaint must set forth with particularity the nature of the interest or lien of the United States.

(c) That a copy of the Complaint must be served upon the United States Attorney for the District of Maryland.

(d) That at least two copies of the Process and Complaint must be sent by Registered Mail to the Attorney General of the United States at Washington, D. C.

(e) That the United States of America shall have 60 days after such service to plead thereto; or as will more fully appear by referring to a copy of said law attached hereto as Exhibit No. 1 and prayed to be taken as a part hereof.

TO THE END, THEREFORE:

1. That the United States of America be made party Defendant in this proceeding.

May it please your Honor to grant unto your Petition a Writ of Subpoena to which is attached a copy of the Petition and a copy of all other papers and Exhibits filed in this cause as well as a copy of the Docket Entries herein, directly to the United States Attorney for the District of Maryland, Leon Pierson, Federal Post Office, Baltimore, Maryland, commanding him to be and appear in this Honorable Court at some certain day to be named herein, more than 60 days after service of said subpoena and Answer the premises and abide by, and perfrom such decree as may be passedtherein; and further, to direct that two copies of all papers and exhibits filed in this cause, including this Petition, as well as two copies of the docket entries herein, be mailed by Registered Mail to the Attorney General of the United States at Washington, D. C.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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AND, AS IN DUTY BOUND, etc.

Emanuel H. Horn
Attorney named in mortgage

William J. Boehm
Attorney

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

I HEREBY CERTIFY, that on this 14th day of April, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Emanuel H. Horn, Attorney named in mortgage, and he made oath in due form of law that the matters and facts as set forth in the aforegoing Petition are true to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public.

PLEADINGS AND MOTIONS Rule 12

averments of an answer under oath must be overcome by the testimony of two witnesses or of one witness sustained by corroborating cumstances is abolished. The signature of an attorney constitutes a certificate by him that he has read the pleading; that to the t of his knowledge, information, and belief there is good ground support it; and that it is not interposed for delay. If a pleading is not signed or is signed with intent to defeat the purpose of s rule, it may be stricken as sham and false and the action may ceed as though the pleading had not been served. For a wilful lation of this rule an attorney may be subjected to appropriate ciplinary action. Similar action may be taken if scandalous or ecent matter is inserted.

le 12. Defenses and Objections—When and How Presented—By Pleading or Motion—Motion for Judgment on Pleadings

a) When Presented. A defendant shall serve his answer within days after the service of the summons and complaint upon him, ess the court directs otherwise when service of process is made suant to Rule 4(e). A party served with a pleading stating a s-claim against him shall serve an answer thereto within 20 days r the service upon him. The plaintiff shall serve his reply to a nterclaim in the answer within 20 days after service of the an r or, if a reply is ordered by the court, within 20 days after serv of the order, unless the order otherwise directs. The United tes or an officer or agency thereof shall serve an answer to the plaint or to a cross-claim, or a reply to a counterclaim, within days after the service upon the United States attorney of the ading in which the claim is asserted. The service of a motion mitted under this rule alters these periods of time as follows, ss a different time is fixed by order of the court: (1) if the rt denies the motion or postpones its disposition until the trial the merits, the responsive pleading shall be served within 10 s after notice of the court's action; (2) if the court grants a mo for a more definite statement the responsive pleading shall be ed within 10 days after the service of the more definite statent.

b) How Presented. Every defense, in law or fact, to a claim relief in any pleading, whether a claim, counterclaim, cross-im, or third-party claim, shall be asserted in the responsive pleadg thereto if one is required, except that the following defenses ay at the option of the pleader be made by motion: (1) lack of risdiction over the subject matter, (2) lack of jurisdiction over person, (3) improper venue, (4) insufficiency of process, (5) inficiency of service of process, (6) failure to state a claim upon hich relief can be granted, (7) failure to join an indispensable ty. A motion making any of these defenses shall be made be pleading if a further pleading is permitted. No defense or ob-

Exhibit No 1 19 FILED 1958 APR 14 AM 10:21

LIBER 118 PAGE 382

IN THE MATTER OF THE MORTGAGED PROPERTY OF JOHN R. SPINDLER and CLARA MARY SPINDLER, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	NO. 12,497 EQUITY

.. ..

ORDER OF COURT

Upon the foregoing Petition, Exhibit and Affidavit, it is this 17th day of April, 1958, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the United States of America be made a party Defendant in this proceedings.

And it is further ORDERED that a copy of this Petition and Order and all other papers and Exhibits filed in this cause, as well as a copy of docket entries herein, be served upon Leon Pierson, United States Attorney for District of Maryland, and that the United States of America shall appear and answer the premises and abide by and perform such decree as may be passed herein within 60 days after date of such service.

And it is further ORDERED that the Clerk of Court be, and is hereby directed to send by Registered Mail, Return Receipt Requested, to the Attorney General of the United States, Washington, D. C., two copies of this Petition and Order and two copies of all other papers and Exhibits heretofore filed in this cause, as well as two copies of docket entries herein.

/s/ Benjamin Henderson
Judge

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1958 APR 17 PM 3:20

14

LIBER 118 PAGE 383

No. K-128A

UNITED STATES

vs.

John R. & Clara Spindler
1328 McHenry St.
Baltimore 23, Maryland

NOTICE OF TAX LIEN

Filed this _____ *day of*

_____, *19*____, *at* ____ *m.*

_____
Clerk (or Registrar).

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY

1957 NOV 22 PM 1:03

& RECORDED IN LIBER GTC
NO. ____ FOLIO ____
GEO. T. CROMWELL, CLERK
Pd. 1.00

FORM 668 (REV. 1-58)

INTERNAL REVENUE CODE OF 1954

SEC. 6321. LIEN FOR TAXES.

If any person liable to pay any tax neglects or refuses to pay the same after demand, the amount (including any interest, additional amount, addition to tax, or assessable penalty, together with any costs that may accrue in addition thereto) shall be a lien in favor of the United States upon all property and rights to property, whether real or personal, belonging to such person.

SEC. 6322. PERIOD OF LIEN.

Unless another date is specifically fixed by law, the lien imposed by section 6321 shall arise at the time the assessment is made and shall continue until the liability for the amount so assessed is satisfied or becomes unenforceable by reason of lapse of time.

SEC. 6323. VALIDITY AGAINST MORTGAGEES, PLEDGEES, PURCHASERS, AND JUDGMENT CREDITORS.

(a) INVALIDITY OF LIEN WITHOUT NOTICE.—Except as otherwise provided in subsection (c), the lien imposed by section 6321 shall not be valid as against any mortgagee, pledgee, purchaser, or judgment creditor until notice thereof has been filed by the Secretary or his delegate—

(1) Under State or Territorial Laws.—In the office designated by the law of the State or Territory in which the property subject to the lien is situated, whenever the State or Territory has by law designated an office within the State or Territory for the filing of such notice; or

(2) With Clerk of District Court.—In the office of the clerk of the United States district court for the judicial district in which the property subject to the lien is situated, whenever the State or Territory has not by law designated an office within the State or Territory for the filing of such notice; or

(3) With Clerk of District Court for District of Columbia.—In the office of the clerk of the United States District Court for the District of Columbia, if the property subject to the lien is situated in the District of Columbia.

(b) FORM OF NOTICE.—If the notice filed pursuant to subsection (a)(1) is in such form as would be valid if filed with the clerk of the United States district court pursuant to subsection (a)(2), such notice shall be valid notwithstanding any law of the State or Territory regarding the form or content of a notice of lien.

(c) EXCEPTION IN CASE OF SECURITIES.—

(1) Exception.—Even though notice of a lien provided in section 6321 has been filed in the manner prescribed in subsection (a) of this section, the lien shall not be valid with respect to a security, as defined in paragraph (2) of this subsection, as against any mortgagee, pledgee, or purchaser of such security, for an adequate and full consideration in money or money's worth, if at the time of such mortgage, pledge, or purchase such mortgagee, pledgee, or purchaser is without notice or knowledge of the existence of such lien.

(2) Definition of Security.—As used in this subsection, the term "security" means any bond, debenture, note, or certificate or other evidence of indebtedness, issued by any corporation (including one issued by a government or political subdivision thereof), with interest coupons or in registered form, share of stock, voting trust certificate, or any certificate of interest or participation in, certificate of deposit or receipt for, temporary or interim certificate for, or warrant or right to subscribe to or purchase, any of the foregoing; negotiable instrument; or money.

(d) DISCLOSURE OF AMOUNT OF OUTSTANDING LIEN.—If a notice of lien has been filed under subsection (a), the Secretary or his delegate is authorized to provide by rules or regulations the extent to which, and the conditions under which, information as to the amount of the outstanding obligation secured by the lien may be disclosed.

SEC. 6325. RELEASE OF LIEN OR PARTIAL DISCHARGE OF PROPERTY.

(a) RELEASE OF LIEN.—Subject to such rules or regulations as the Secretary or his delegate may prescribe, the Secretary or his delegate may issue a certificate of release of any lien imposed with respect to any internal revenue tax if—

(1) Liability Satisfied or Unenforceable.—The Secretary or his delegate finds that the liability for the amount assessed, together with all interest in respect thereof, has been fully satisfied, has become legally unenforceable, or, in the case of the estate tax imposed by chapter 11 or the gift tax imposed by chapter 12, has been fully satisfied or provided for; or

(2) Bond Accepted.—There is furnished to the Secretary or his delegate and accepted by him a bond that is conditioned upon the payment of the amount assessed, together with all interest in respect thereof, within the time prescribed by law (including any extension of such time), and that is in accordance with such requirements relating to terms, conditions, and form of the bond and sureties thereon, as may be specified by such rules or regulations.

LIBER 118 PAGE 384

Form 668
REV. JAN. 1955

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

NOTICE OF FEDERAL TAX LIEN UNDER INTERNAL REVENUE LAWS

DISTRICT: Baltimore

NO.: K-128A

Pursuant to the provisions of Sections 6321, 6322, and 6323 of the Internal Revenue Code of 1954, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is a lien in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

NAME OF TAXPAYER: John R. & Clara Spindler,

RESIDENCE OR PLACE OF BUSINESS: 1328 McHenry St., Baltimore 23, Md.

NATURE OF TAX	ACCOUNT NO.	YEAR OR TAXABLE PERIOD	ASSESSMENT DATE	AMOUNT OF ASSESSMENT
Income	OP 7-16154(57)	1955	7/15/57	$ 1445.28
Income	BP 7-17204(57)	1956	7/15/57	1257.27
			TOTAL	$ 2702.55

Clerk of the Circuit Court
of Anne Arundel County
Annapolis, Md.

WITNESS my hand at Baltimore, Maryland, on this, the 19th day of November, 19 57

DISTRICT DIRECTOR OF INTERNAL REVENUE	BY (Signature)	TITLE
C. I. Fox	Samuel A. Compton	Group Supervisor

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien. G.C.M. 26419, C.B. 1950-1, 125.)

U. S. GOVERNMENT PRINTING OFFICE: 1954 O - 124921

16 J.J.Barranco - EFF

LIBER 118 PAGE 385

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Federal Tax Lien No. K-128A , as filed in the Office of the Clerk of the Circuit Court.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court of Anne Arundel County this 1st day of May, 1958.

George T. Cromwell

George T. Cromwell, Clerk

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LIBER 118 PAGE 386

No. K-119A

UNITED STATES

vs.

John R. & Clara M. Spindler
1328 McHenry St.,
Baltimore 23, Maryland

NOTICE OF TAX LIEN

Filed this _____ *day of*

_____, *19*____, *at* ____ *m.*

Clerk (or Registrar).

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 NOV 19 AM 9:22
& RECORDED IN LIBER GTC
NO. ____ FOLIO ____
GEO. T. CROMWELL, CLERK

FORM 668 (REV. 1-54)

INTERNAL REVENUE CODE OF 1954

SEC. 6321. LIEN FOR TAXES.

If any person liable to pay any tax neglects or refuses to pay the same after demand, the amount (including any interest, additional amount, addition to tax, or assessable penalty, together with any costs that may accrue in addition thereto) shall be a lien in favor of the United States upon all property and rights to property, whether real or personal, belonging to such person.

SEC. 6322. PERIOD OF LIEN.

Unless another date is specifically fixed by law, the lien imposed by section 6321 shall arise at the time the assessment is made and shall continue until the liability for the amount so assessed is satisfied or becomes unenforceable by reason of lapse of time.

SEC. 6323. VALIDITY AGAINST MORTGAGEES, PLEDGEES, PURCHASERS, AND JUDGMENT CREDITORS.

(a) INVALIDITY OF LIEN WITHOUT NOTICE.—Except as otherwise provided in subsection (c), the lien imposed by section 6321 shall not be valid as against any mortgagee, pledgee, purchaser, or judgment creditor until notice thereof has been filed by the Secretary or his delegate—

(1) Under State or Territorial Laws.—In the office designated by the law of the State or Territory in which the property subject to the lien is situated, whenever the State or Territory has by law designated an office within the State or Territory for the filing of such notice; or

(2) With Clerk of District Court.—In the office of the clerk of the United States district court for the judicial district in which the property subject to the lien is situated, whenever the State or Territory has not by law designated an office within the State or Territory for the filing of such notice; or

(3) With Clerk of District Court for District of Columbia.—In the office of the clerk of the United States District Court for the District of Columbia, if the property subject to the lien is situated in the District of Columbia.

(b) FORM OF NOTICE.—If the notice filed pursuant to subsection (a)(1) is in such form as would be valid if filed with the clerk of the United States district court pursuant to subsection (a)(2), such notice shall be valid notwithstanding any law of the State or Territory regarding the form or content of a notice of lien.

(c) EXCEPTION IN CASE OF SECURITIES.—

(1) Exception.—Even though notice of a lien provided in section 6321 has been filed in the manner prescribed in subsection (a) of this section, the lien shall not be valid with respect to a security, as defined in paragraph (2) of this subsection, as against any mortgagee, pledgee, or purchaser of such security, for an adequate and full consideration in money or money's worth, if at the time of such mortgage, pledge, or purchase such mortgagee, pledgee, or purchaser is without notice or knowledge of the existence of such lien.

(2) Definition of Security.—As used in this subsection, the term "security" means any bond, debenture, note, or certificate or other evidence of indebtedness, issued by any corporation (including one issued by a government or political subdivision thereof), with interest coupons or in registered form, share of stock, voting trust certificate, or any certificate of interest or participation in, certificate of deposit or receipt for, temporary or interim certificate for, or warrant or right to subscribe to or purchase, any of the foregoing; negotiable instrument; or money.

(d) DISCLOSURE OF AMOUNT OF OUTSTANDING LIEN.—If a notice of lien has been filed under subsection (a), the Secretary or his delegate is authorized to provide by rules or regulations the extent to which, and the conditions under which, information as to the amount of the outstanding obligation secured by the lien may be disclosed.

SEC. 6325. RELEASE OF LIEN OR PARTIAL DISCHARGE OF PROPERTY.

(a) RELEASE OF LIEN.—Subject to such rules or regulations as the Secretary or his delegate may prescribe, the Secretary or his delegate may issue a certificate of release of any lien imposed with respect to any internal revenue tax if—

(1) Liability Satisfied or Unenforceable.—The Secretary or his delegate finds that the liability for the amount assessed, together with all interest in respect thereof, has been fully satisfied, has become legally unenforceable, or, in the case of the estate tax imposed by chapter 11 or the gift tax imposed by chapter 12, has been fully satisfied or provided for; or

(2) Bond Accepted.—There is furnished to the Secretary or his delegate and accepted by him a bond that is conditioned upon the payment of the amount assessed, together with all interest in respect thereof, within the time prescribed by law (including any extension of such time), and that is in accordance with such requirements relating to terms, conditions, and form of the bond and sureties thereon, as may be specified by such rules or regulations.

LIBER 118 PAGE 387

Form 668
REV. JAN. 1955

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

NOTICE OF FEDERAL TAX LIEN UNDER INTERNAL REVENUE LAWS

DISTRICT: Baltimore

NO.: K-119A

Pursuant to the provisions of Sections 6321, 6322, and 6323 of the Internal Revenue Code of 1954, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is a lien in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

NAME OF TAXPAYER: John R. & Clara M. Spindler,

RESIDENCE OR PLACE OF BUSINESS: 1328 McHenry St., Baltimore 23, Md.

NATURE OF TAX	ACCOUNT NO.	YEAR OR TAXABLE PERIOD	ASSESSMENT DATE	AMOUNT OF ASSESSMENT
Income	OP 7-16154(57)	1955	7/15/57	$ 1,445.28
Income	OP 7-17204(57)	1956	7/15/57	1,257.27
			TOTAL	$ 2,702.55

Clerk of the Circuit Court
of Anne Arundel County,
Annapolis, Md.

WITNESS my hand at Baltimore, Maryland, on this,

the 30th day of October, 19 57

DISTRICT DIRECTOR OF INTERNAL REVENUE	BY (Signature)	TITLE
C. I. Fox	Samuel Compton	Group Supervisor

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien. G.C.M. 26419, C.B. 1950-1, 125.)

U. S. GOVERNMENT PRINTING OFFICE: 1954 O - 124981

19 J.J.Barranco - EFF

LIBER 118 PAGE 388

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Federal Tax Lien No. K-119A , as filed in the Office of the Clerk of the Circuit Court.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court of Anne Arundel County, this 1st day OF May, 1958.

George T. Cromwell

George T. Cromwell, Clerk

26.

WJE:HMB
54551

LIBER 118 PAGE 389

IN THE MATTER OF THE MORTGAGED	:	IN THE
PROPERTY OF JOHN R. SPINDLER	:	CIRCUIT COURT
AND CLARA MARY SPINDLER,	:	FOR
HIS WIFE	:	ANNE ARUNDEL COUNTY
AND	:	No. 12,497 Equity
UNITED STATES OF AMERICA	:	
	:	

...oOo...

ANSWER TO PETITION TO AMEND FORECLOSURE PROCEEDINGS

The United States of America, by Leon H. A. Pierson, United States Attorney, and William J. Evans, Assistant United States Attorney, in and for the District of Maryland, answering the petition to amend foreclosure proceedings by adding the United States of America as a party defendant says:

1. That it admits the allegations contained in Paragraph 1 of the petition.

2. That it has no knowledge of the facts alleged in Paragraph 2 of the petition and neither admits nor denies the same.

3. That it admits the allegations contained in Paragraph 3 of the petition and attaches hereto Certificate of Payments and Assessments showing the present outstanding balance due and owing by the taxpayers John R. Spindler and Clara M. Spindler to the United States, which certificate is marked Exhibit "A" and prayed to be taken as a part hereof.

4. That it is not required to answer the allegations contained in Paragraph 4 of the petition.

5. That it admits the provisions of Title 28, United States Code, Section 2410, as set forth in Paragraph 5 of the petition.

FILED

1958 JUN 20 AM 11:51

21

6. And further answering the petition, the United States avers that its tax liens are superior to the said mortgage unless this Honorable Court finds that said mortgage is a valid instrument executed and recorded in compliance with Maryland law prior to the time of filing of the Notices of Federal Tax Lien under the Internal Revenue Laws, and it hereby asserts priority for its tax liens over all other lienors and creditors of John R. Spindler and Clara Mary Spindler, his wife, in and to any surplus arising from the judicial sale of the premises covered by the mortgage being foreclosed in these proceedings after the mortgage debt has been satisfied in the event that it is given priority by this Honorable Court.

WHEREFORE, having fully answered the petition, the United States of America avers that it has no objection to the foreclosure and prays that this Honorable Court give proper priority to its tax liens in accordance with the law.

AND AS IN DUTY BOUND, ETC.

Leon H. A. Pierson
Leon H. A. Pierson
United States Attorney

William J. Evans
William J. Evans
Assistant United States Attorney

I CERTIFY that a copy of the foregoing Answer to Petition to Amend Foreclosure Proceedings was mailed this 16th day of June, 1958, to William J. Boehm, Esquire, attorney for petitioner, 160 South Street, Annapolis, Maryland.

William J. Evans
William J. Evans
Assistant United States Attorney

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CERTIFICATE OF ASSESSMENTS AND PAYMENTS

LIBER 118 PAGE 391

(See instructions on reverse side)

OFFICE OF DISTRICT DIRECTOR OF INTERNAL REVENUE	IN RE: (NAME OF TAXPAYER)
Baltimore 2, Maryland	John R. & Clara M. Spindler
	ADDRESS 1328 McHenry Street Baltimore 23, Maryland
TO: Special Procedures Section Morton Bldg., Baltimore 1, Maryland	ATTENTION: (Symbols and date of letter) 1410:CLS 5/28/58

The following is a transcript of the records of this office covering the accounts of the taxpayer named above in respect to (character of tax) INCOME TAX

For the (period covered) 1955 and 1956

1. TAXABLE PERIOD	2. LIST AND YEAR	3. ACCT. NO.	4. AMOUNT ASSESSED	PAID, ABATED, OR CREDITED 5. DATE OR SCHED. NO.	PAID, ABATED, OR CREDITED 6. AMOUNT	7. PAID AB. CR.	8. ADJUSTMENT OF OVERASSESSMENTS
1955 Del	Jul '57	OP 7-16154	1,090 75				
		Penalty	272 70				
		Interest	81 80				Interest to 7/15/57
					1,445 28	OUTSTANDING BALANCE	
							23C 7/15/57
							1st Notice 7/16/57
							Warrant for Distraint 8/20/57
1956 Del	Jul '57	BP 7-17204	1,126 44				
		Penalty	112 64				
		Interest	18 19				Interest to 7/22/57
					1,257 27	OUTSTANDING BALANCE	
							23C 7/15/57
							1st Notice 7/16/57
							Warrant for Distraint 8/20/57

I certify that the foregoing transcript of the accounts of the taxpayer named above in respect to the taxes specified, is true and complete for the period stated, and that all assessments and payments of tax, penalty and interest, and all abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

DATE OF CERTIFICATE	DISTRICT DIRECTOR OF INTERNAL REVENUE
June 4, 1958 1214:rnr	Acting [signature]

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE FORM 899 (REV. 6-57)

U. S. GOVERNMENT PRINTING OFFICE: 1957 O - 108160

23

EXHIBIT "A"

IN THE MATTER OF THE MORTGAGED PROPERTY OF JOHN R. SPINDLER and CLARA MARY SPINDLER, his wife and UNITED STATES OF AMERICA	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12,497 EQUITY

.. ..

ATTORNEY'S SALE

of valuable

IMPROVED PROPERTY, PARTIALLY UNFINISHED INTERIOR, 1.30 ACRES, KNOWN AS LOT 54, AS SHOWN ON UNRECORDED PLAT OF THE R.W. HAMBLETON PROPERTY

in the Second Election District of Anne Arundel County, Maryland

Under and by virtue of the power and authority contained in a mortgage from John R. Spindler and Clara Mary Spindler, his wife, dated February 13, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1099, folio 456, and (default having occurred thereunder) the undersigned Attorney will sell at public auction, at the Court House Door, on

FRIDAY, JULY 25, 1958
at 11:00 A.M.

the following described property:

BEGINNING for the same at an iron pipe set in the South 25 degree 10 minutes East, 83.5 perch line of the conveyance from Anne R. Hambleton to Richard W. Hambleton and Colleen, his wife, by deed dated February 9th, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 213, folio 203; said pipe being located North 23 degrees 30 minutes West, 404.33 feet from the end of said line; and running from thence and with said line, reversely, and as corrected for magnetic variation, North 23 degrees 30 minutes West, 127.96 feet to a pipe; thence North 78 degrees 51 minutes East, 515.28 feet to a pipe on the West side of a 16 foot right of way with use in common running from the County Road to the water front lots of the Hambleton property; thence with the west side of said right of way, South 26 degrees 28 minutes West, 158.59 feet to a pipe set in the Northeast corner of a lot to be conveyed to Carl A. Steele; thence with the North line of said lot, South 78 degrees 51 minutes West, 391.26 feet to the place of beginning. CONTAINING 1.30 acres, as surveyed by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in March 1950, and known as Lot No. 54 as shown on an unrecorded plat of the R.W. Hambleton property dated March, 1950.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED

1958 JUN 27 PM 3:00

24

BEING the same lot of ground which by deed dated August 13, 1956; and recorded among the Land Records of Anne Arundel County, in Liber 1053, folio 540, was granted and conveyed by Arthur Louis Winterode and wife unto John R. Spindler and Clara Mary Spindler, his wife

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars, in cash, will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply

ROBERT H. CAMPBELL
Auctioneer

EMANUEL H. HORN
Attorney named in mortgage
WILLIAM J. BOEHM
160 South Street,
Annapolis, Maryland.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,497
EQUITY

IN THE MATTER OF THE MORTGAGED PROPERTY OF JOHN R. SPINDLER and CLARA MARY SPINDLER, his wife
and
UNITED STATES OF AMERICA

Attorney's Sale

OF VALUABLE IMPROVED PROPERTY

PARTIALLY UNFINISHED INTERIOR, 1.30 ACRES, KNOWN AS LOT 54, AS SHOWN ON UNRECORDED PLAT OF THE R. W. HAMBLETON PROPERTY in the Second Election District of Anne Arundel County, Maryland:

Under and by virtue of the power and authority contained in a mortgage from John R. Spindler and Clara Mary Spindler, his wife, dated February 13, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1099, folio 456, and (default having occurred thereunder) the undersigned Attorney will sell at public auction, at the Court House Door, on

Friday, July 25, 1958
at 11:00 A. M.

the following described property:

BEGINNING for the same at an iron pipe set in the South 25 degree 10 minutes East, 83.5 perch line of the conveyance from Anne R. Hambleton to Richard W. Hambleton and Colleen, his wife, by deed dated February 9th, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 213, folio 203; said pipe being located North 23 degrees 30 minutes West, 404.33 feet from the end of said line; and running from thence and with said line, reversely, and as corrected for magnetic variation, North 23 degrees 30 minutes West, 127.96 feet to a pipe; thence North 78 degrees 51 minutes East, 515.28 feet to a pipe on the West side of a 16 foot right of way with use in common running from the County Road to the water front lots of the Hambleton property; thence with the west side of said right of way, South 26 degrees 28 minutes West, 158.59 feet to a pipe set in the Northeast corner of a lot to be conveyed to Carl A. Steele; thence with the North line of said lot, South 78 degrees,

OFFICE OF
Evening Capital
LIBER 118 PAGE 394
Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1958

We hereby certify, that the annexed

Attorney's Sale
Eq. 12,497
John R. Spindler

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of July, 1958. The first insertion being made the 30th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 JUL 29 AM 10:18

By H. Tilghman

51 minutes West, 391.26 feet to the place of beginning. CONTAINING 1.30 acres as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in March 1950, and known as Lot No. 54 as shown on an unrecorded plat of the R. W. Hambleton property dated March, 1950.

BEING the same lot of ground which by deed dated August 13, 1956; and recorded among the Land Records of Anne Arundel County, in Liber 1053, folio 540, was granted and conveyed by Arthur Louis Winterode and wife unto John R. Spindler and Clara Mary Spindler, his wife.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars, in cash, will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply
EMANUEL H. HORN
Attorney named in mortgage
WILLIAM J. BOEHM
160 South Street
Annapolis, Maryland.
ROBERT H. CAMPBELL
Auctioneer.

Jy-21

ROBERT H. CAMPBELL - -LIBER 118 PAGE 396 - - - - - - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Property

PARTIALLY UNFINISHED INTERIOR, 1.30 ACRES, KNOWN AS LOT 54, AS SHOWN ON UNRECORDED PLAT OF THE R. W. HAMBLETON PROPERTY IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a mortgage from John R. Spindler and Clara Mary Spindler, his wife, dated February 13, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1099, folio 456, and (default having occurred thereunder) the undersigned Attorney will sell at public auction, at the Court House Door, on

Friday, July 25, 1958

AT 11:00 A.M.

the following described property:

BEGINNING for the same at an iron pipe set in the South 25 degree 10 minutes East, 83.5 perch line of the conveyance from Anne R. Hambleton to Richard W. Hambleton and Colleen, his wife, by deed dated February 9th, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 213; folio 203; said pipe being located North 23 degrees 30 minutes West, 404.33 feet from the end of said line; and running from thence and with said line, reversely, and as corrected for magnetic variation, North 23 degrees 30 minutes West, 127.96 feet to a pipe; thence North 78 degrees 51 minutes East, 515.28 feet to a pipe on the West side of a 16 foot right of way with use in common running from the County Road to the water front lots of the Hambleton property; thence with the west side of said right of way, South 26 degrees 28 minutes West, 158.59 feet to a pipe set in the Northeast corner of a lot to be conveyed to Carl A. Steele; thence with the North line of said lot, South 78 degrees 51 minutes West, 391.26 feet to the place of beginning. **CONTAINING** 1.30 acres, as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in March 1950, and known as Lot No. 54 as shown on an unrecorded plat of the R. W. Hambleton property dated March, 1950.

BEING the same lot of ground which by deed dated August 13, 1956; and recorded among the Land Records of Anne Arundel County, in Liber 1053, folio 540, was granted and conveyed by Arthur Louis Winterode and wife unto John R. Spindler and Clara Mary Spindler, his wife.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars, in cash, will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply

EMANUEL H. HORN
Attorney named in Mortgage
Court Sq. Bldg.,
Baltimore, Maryland

WILLIAM J. BOEHM
160 South Street,
Annapolis. Maryland

FILED

1958 JUL 30 AM 10:26

I, ROBERT H. CAMPBELL, Auctioneer, do hereby certify that I did on this 25th day of July, 1958, sell the property described onthe reverse side of this handbill for the sum of $ 4500 00 to Bond Lumber Co. Inc being the highest bidder ~~therefore~~.

Robert H. Campbell,
Auctioneer

I, HEREBY CERTIFY, that on this 25th day of July, 1958, that I did purchase the property described on the reverse side of this handbill for the sum of $ 4500 00, on account of which I have made a deposit of $1,000.00, and I agree to comply with terms of sale.

Bond Lumber Co
Allen A Wolf, Sec Treas.

WE, do hereby certify that on this 25th day of July, 1958, that we sold the property described on the reverse side of this handbill to Bond Lumber Co. Inc for the sum of $ 4500 00 and received a deposit of $1,000.00 thereon.

Emanuel H. Horn
Attorney named in Mortgage

William J. Boehm

FILED
1958 JUL 30 AM 10:26

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LIBER 118 PAGE 398

IN THE MATTER OF THE MORTGAGE PROPERTY OF JOHN R. SPINDLER and CLARA MARY SPINDLER, his wife a n d UNITED STATES OF AMERICA	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12,497 EQUITY

.. ..

REPORT OF SALE

The Report of Sale of William J. Boehm, Attorney and Emanuel H. Horn, Attorney named in Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in mortgage from John R. Spindler and Clara Mary Spindler, his wife, to The Bond Lumber Company, a body corporate of the State of Maryland, dated February 13, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1099, folio 456, the said William J. Boehm, Attorney and Emanuel H. Horn, Attorney named in mortgage, to make sale of 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 Evening Capital, (Certificate of Publication filed herein), a newspaper published in Anne Arundel County and having complied with all requirements of the mortgage and other laws for such cases made provided, offered the property in said mortgage at public auction, at the Court House Door, on Friday, July 25, 1958, at 11:00 A.M., at the sum of $4,500.00, being at that figure, the highest bidder therefore and said property being described as follows:

BEGINNING for the same at an iron pipe set in the South 25° 10' East, 83.5 perch line of the conveyance from Anne R. Hambleton to Richard W. Hambleton and Colleen, his wife, by

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1958 JUL 30 AM 10:26

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deed dated February 9th, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 213, folio 203; said pipe being located North 23° 30' West, 404.33 feet from the end of said line; and running from thence and with said line, reversely, and as corrected for magnetic variation, North 23° 30' West 127.96 feet to a pipe; thence North 78° 51' East, 515.28 feet to a pipe on the West side of a 16-foot right of way with use in common running from the County Road to the water front lots of the Hambleton property; thence with the West side of said right of way, South 26° 28 ' West, 158.59 feet to a pipe set in the Northeast corner of a lot to be conveyed to Carl A. Steele; thence with the North line of said lot, South 78° 51' West, 391.26 feet to the place of beginning. CONTAINING 1.30 acres, as surveyed by J. R.McCrone Jr., Registered Professional Engineer and Land Surveyor in March, 1950 and known as Lot No. 54 as shown on an unrecorded plat of the R.W. Hambleton property dated March, 1950.

BEING the same lot of ground which by deed dated August 13, 1956, and recorded among the Land Records of Anne Arundel County in Liber 1053, folio 540 was granted and conveyed by Arthur Louis Winterode and wife to John R. Spindler and Clara Mary Spindler, his wife.

And the said William J. Boehm, Attorney and Emanuel H. Horn, Attorney named in Mortgage, further reports that The Bond Lumber Company, a body corporate of the State of Maryland, was the highest bidder at said sale and that they have received from the said purchaser, a deposit as required by the terms of sale and also required the purchaser's agreement to comply with the terms of sale, which are as follows:

A deposit of One Thousand ($1,000.00) Dollars, in cash, will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

Said sale as reported herein was fairly made.

William J. Boehm, Attorney

Emanuel H. Horn
Attorney named in Mortgage

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

I HEREBY CERTIFY, that on this 23rd day of July, 1958, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. Boehm, Attorney and Emanuel H. Horn, Attorney named in Mortgage, and they made oath in due form of law that the matters, facts and information as set forth in the foregoing Report of Sale are true to the best of his information, knowledge and belief and that the sale herein was fairly made.

AS WITNESS my hand and notarial seal.

Dorothy Roberts Skinner
Notary Public

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

ORDER NISI

LIBER 118 PAGE 401

In The Matter Of The Mortgaged
Property of

XXXXXX

John R. Spindler and
Clara Mary Spindler, his wife, and
United States of America

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No 12,497 Equity

Ordered, this 30th day of July, 19 58, That the sale of the Property in these Proceedings mentioned, made and reported by William J. Boehm, Attorney, and Emanuel H. Horn, Attorney XXXXXXXX named in Mortgage,

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

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

George T. Cromwell, Clerk

True Copy,

TEST

Clerk

FILED
1958 JUL 30 PM 3 54

(Final Order)

In The Matter Of The Mortgaged
Property of

XXXXXX

John R. Spindler and
Clara Mary Spindler, his wife, and
United States of America

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of September, 19 58, that the sale made and reported by the Attorneys aforesaid, be and the same is finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause, and the Attorneys allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor

Benjamin Michaelson
Judge.

FILED
1958 SEP -9 PM 3 43

32

LIBER 118 PAGE 402

OFFICE

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. 12,497 Equity

In The Matter of The Mortgaged Property of
JOHN R. SPINDLER and CLARA MARY SPINDLER, his wife and United States of America

Ordered, this 30th day of July, 1958, That the sale of the property, in these proceedings mentioned, made and reported by William J. Boehm, Attorney, aod Emanuel H. Horn, Attorney named in mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2od day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, ooce in each of three successive weeks before the 2nd day of September oext.

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

GEORGE T. CROMWELL, Clerk

True TEST:
GEORGE T. CROMWELL, Clerk

A-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 8, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,497

John R. Spindler

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 3700

FILED By H. Tilghman

1958 SEP -9 PM 12:10

In the Case of

In the Matter of the Mortgaged Property of

vs.

John R. Spindler and Clara Mary Spindler, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 12,497 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. Fiehling
Auditor.

September 16, 1958

FILED

1958 SEP 23 AM 10:30

Dr. in ac.

In the Matter of the Mortgaged Property of John R. Spindler and Clara Mary Spindler, his wife, and the United States of America

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	165	00	365	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	76	25		
Joseph C. Deegan - Sheriff's costs	3	35		
Auditor - stating this account	18	00	107	60
To Attorney for Expenses, viz:				
Capital-Gazette Press - first advertisement of sale	65	00		
Capital-Gazette Press - second advertisement of sale	67	52		
Capital-Gazette Press - third advertisement of sale	72	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. -three sets of handbills	43	61		
New Amsterdam Casualty Co. -bond premium	20	40		
Robert H. Campbell - auctioneer's commission and three postings of handbills	50	00		
Clerk of Court - certified copies of docket entries, tax liens and proceedings in this case	67	50		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Wanda L. Schaller - notary fees	1	00		
Dorothy R. Skipper - notary fees	1	00	407	50
To Attorney for Taxes, viz:				
1957 State and County taxes	13	82		
1958 State and County taxes ($54.91) - 6 months 25 days	30	60	44	42
To The Bond Lumber Company, mortgagee - this balance on account mortgage claim	3,665	33	3,665	33
			4,589	85
Amount of mortgage claim filed	5,022	11		
Interest from 1/17/58 to 7/25/58 on $4,709.99 - 6 months 8 days	147	56		
	5,169	67		
Cr. Amount allowed above	3,665	33		
Balance subject to decree in personam	1,504	34		

35

with

Emanuel H. Horn, Attorney named in Mortgage

Cr.

1958				
July	25	Proceeds of Sale	4,500 00	4,500 00
		Refund fire insurance premium advanced by mortgagee from 8/13/58 to 8/13/61, and included in the mortgage claim filed herein	89 85	89 85
				4,589 85

ORDER NISI

LIBER 118 PAGE 406

In the Matter of the Mortgaged Property of

~~XXXXXX~~

John R. Spindler and Clara Mary Spindler, his wife and United States of America

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 12,497 Equity.

ORDERED, This 23rd day of September, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell

1958 SEP 23 AM 10:30

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of October, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Collector apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 OCT 28 PM 3:23

Benjamin Michaelsen

JUDGE

LIBER 118 PAGE 407

OFFI 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. 12,497 Equity
In the Matter of the Mortgaged Property of
JOHN R. SPINDLER and
CLARA MARY SPINDLER, his wife and
UNITED STATES OF AMERICA

Ordered, this 23rd day of September, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 27th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of October next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

O-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 22, 1958

We hereby certify, that the annexed Order Nisi Eq. 12,497 auditor account John R. Spindler 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 27th day of October, 1958. The first insertion being made the 24th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 5438 1958 OCT 22 PM By 304 H. Tilghman

LIBER 118 PAGE 408

ALLAN D. HOUSLEY,
124 South Street,
Annapolis, Maryland,
Assignee

vs.

CONSTANTINE J. LEANOS and
HELEN K. LEANOS, his wife,
1623 Forest Drive,
Annapolis, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 12,498 Equity

ORDER TO DOCKET FORECLOSURE AND EXHIBITS

Mr. Clerk:

Please docket above styled foreclosure suit, the original mortgage and assignment thereon.

Louis M. Strauss-Solicitor for Assignee

Allan D. Housley - Assignee

Mortgage Debt

To amount due by Constantine J. Leanos and Helen K. Leanos, his wife, on mortgage debt secured by mortgage dated March 2, 1954, and recorded among the records of Anne Arundel County in Liber J.H.H. 815, folio 289.

To balance on mortgage debt January 17, 1958	$11,744.47
To interest November, 1957 to January 17, 1958	146.82
	$11,891.29

1955, 1956 and 1957 City Taxes unpaid	$395.27
Two Quarters - Water bills	13.36
1958 County & State Taxes unpaid	

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 19th day of January, 1958, personally appeared Joseph H. Griscom, Sr., President of the Capital City Building and Loan Association and made oath in due form of law that the aforegoing account is true and that the said Constantine J. Leanos is not subject to the U.S. Selective Service Act or the Soldiers' and Sailors Civil Relief Act as amended.

Witness my hand and Notarial Seal.

Mildred F. Bean - Notary Public

FILED

1958 JAN 21 AM 9:07

1

County Form.

LIBER 815 PAGE 289

LIBER 118 PAGE 409

No. 12,498 Equity

This Mortgage, Made this 2nd day of March, in the year one thousand, nine hundred and fifty-four, between Constantine J. Leanos and Helen K. Leanos, his wife,

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

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of Thirteen Thousand- Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments with interest thereon from the date hereof at the rate of five per cent (5 %) per annum in the manner following:

By the payment of One Hundred and Five- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar week and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

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

Beginning for the same at an iron pipe previously set on the southwesterly side of the Chinquapin Round Road, said pipe being at the end of the North 46° 22' East, 188.94 foot line of the description contained in a deed from Harry O. Norris and wife to Graham Crandall and Ella Crandall, his wife, said deed having been left in the office of the Clerk of Court for Anne Arundel County for recording on July 10, 1946, and running thence from said point of beginning and along the said southwesterly side of the Chinquapin Round Road, by a curve to the right whose radius and central angle are 1432.39 feet and 7° 54' respectively for a distance of 197.34 feet to an iron pipe there set; thence leaving said road and running across the land of the Grantors (Harry Norris and wife) of which this land was a part thereof South 46° 22' West 200.00 feet to an iron pipe thereset; thence North 29° 10' West 200.00 feet to an iron pipe previously set at the beginning of the above mentioned North 46° 22' East line described in the deed from Norris to Crandall; thence with said line, North 46° 22' east 188.94 feet to the place of beginning. Containing 0.89 acres of land, more or less. The bearing in the above description are referred to the true meridian. According to a survey and plat of same in September, 1946, by T. T. Pantaleo, Registered Land Surveyor.

FILED

1958 JAN 21 AM 9:08

2

BEING the same lot of ground conveyed by deed dated January 20th, 1953, to Constantine J. Leanos and Helen K. Leanos, his wife, by George E. Rossback and Naomi M. Rossback, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 734, folio 597.

1953 JAN 17 PM 2:41

GEO. E. CROMWELL, CLERK

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

Witness the hand of Joseph H Griscom, Sr., it's President and attested to by Vera P Kelly, it's Asst. Secretary.

Attest: Vera P Kelly AST. Secty. Capital City Building and Loan Association, Inc.

By: Joseph H Griscom, PRESIDENT (SEAL)

For value Received the Capital City Building and Loan Association assigns the within mortgage to and unto Allan D. Housley for the purpose of Foreclosure.

January 17-1953

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

And the said 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 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 five per cent (5 %) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors , their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s , their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any weekly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor s covenant with the said Mortgagee to pay five per cent (5 %) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Capital City Building and Loan Association.

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

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

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

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

WITNESS the hands and seal s of the said Mortgagor s .

WITNESS:

Louis M. Strauss

Constantine J. Leanos (SEAL)

Constantine J. Leanos

Helen K. Leanos (SEAL)

Helen K. Leanos

(SEAL)

(SEAL)

LIBER 815 PAGE 292 LIBER 118 PAGE 412

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

I HEREBY CERTIFY that on this 2nd day of March, 1954, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Constantine J. Leanos and Helen K. Leanos, his wife,

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Joseph H. Griscom, Sr., 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.

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Mildred F. Bean
Mildred F. Bean - Notary Public.

Recorded: March 2, 1954 at 2.55 P.M.

MORTGAGE

FROM

Constantine J. Leanos and

Helen K. Leanos, his wife

TO

CAPITAL CITY BUILDING AND LOAN ASSOCIATION

Received for Record 2 Mar 1954 at 2:55 o'clock P.M. Same day recorded in Liber 118 No. 815 Folio 292 etc., one of the Land Records of A.A. County, and examined per JOHN H. HOPKINS, 3rd, Clerk

Cost of Record, $4.50

LOUIS M. STRAUSS
Attorney at Law
Annapolis, Md.

LIBER 118 PAGE 413

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK

A NEW YORK CORPORATION

LIBER 9 PAGE 221

A STOCK COMPANY

#12.498 Equity

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Allan D. Housley 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 Thirteen Thousand ($13,000.00), Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 28th day of January , 195 8.

WHEREAS, by virtue of a power of sale contained in a Mortgage from Constantine J. Leanos and Helen K. Leanos, his wife to Capital City Building and Loan Association , bearing date on or about the 2nd day of March 1954 , the said Allan D. Housley as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part. AND WHEREAS default has occurred in the payment of the principal and interest aforesaid, and the said Allan D. Housley as Assignee of said Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS:

Kathleen Woelfel

Kathleen Woelfel, as to both

Allan D. Housley (SEAL)

Allan D. Housley, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV

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

SURETY

Bond Approved this 28th day of January 1958

George L. Cromwell Clerk

FILED

1958 JAN 28 PM 2:54

6

LIBER 118 PAGE 414

ALLAN D. HOUSLEY, 124 South Street, Annapolis, Maryland, Assignee	:	IN THE
	:	CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
CONSTANTINE J. LEANOS and HELEN K. LEANOS, his wife, 1623 Forest Drive, Annapolis, Maryland	:	NO. 12498 EQUITY
	:	

: : : : :

REPORT OF SALE

The report of Allen D. Housley, Assignee of mortgage in these proceedings, respectfully represents.

After giving bond with security for the faithful performance of his trust, and having complied with all the other pre-requisites as required by Law, the Rules of this Court and the provisions of said mortgage filed in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Capital-Gazette, a Newspaper published in Anne Arundel County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the day of sale, he did, pursuant to said notice, attend the sale on the 14th day of February, 1958, at 11 o'clock A.M., Eastern Standard Time, and did then and there proceed to sell and did sell at public sale the property described in said mortgage and improvements thereon at and for the sum of Thirteen Thousand ($13,000.00) Dollars, to and unto the Capital City Building & Loan Association, a body corporate., the highest bidder therefore.

Respectfully submitted,

Allan D. Housley, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 14th day of February, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Allan D. Housley, Assignee of mortgage, and in the above Report of Sale, and he made oath in due form of law that the matters and facts stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

FILED

1958 MAR 10 AM 9:06

Mildred F. Bean - Notary Public

7

ALLAN T. HOUSLEY,
124 South Street,
Annapolis, Maryland,
Assignee

vs.

CONSTANTINE J. LEANOS and
HELEN K. LEANOS, his wife,
1623 Forest Drive,
Annapolis, Maryland

LIBER 118 PAGE 415

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
EQUITY NO. 12,478

Legal Notice

LOUIS M. STRAUSS, Solicitor
Annapolis, Maryland

Assignee's Sale

OF VALUABLE LAND AND RANCH TYPE DWELLING

Located at 1623 Forest Drive, Annapolis, Maryland

Under and by virtue of the powers contained in a mortgage dated March 2, 1954, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 815, folio 289, default having occurred thereunder, and said mortgage and debt secured thereby having been assigned to the undersigned for foreclosure; I the undersigned will offer for sale and sell at the Court House Door, Annapolis, Maryland, on

Friday, Feb. 14, 1958 at 11 A.M. (E.S.T)

all that property and improvements more particularly described as follows:

Beginning for the same at an iron pipe previously set on the southwesterly side of the Chinquapin Round Road, said being at the end of the North 46° 22' East, 188.94 foot line of the description contained in a deed from Harry O. Norris and wife to Graham Crandall and Ella Crandall, his wife, said deed having been left in the office of the Clerk of Court for Anne Arundel County for recording on July 10, 1946, and running thence from said point of beginning and along the said southwesterly side of the Chinquapin Round Road, by a curve to the right whose radius and central angle are 1432.39 feet and 7° 54' respectively for a distance of 197.34 feet to an iron pipe thereset; thence leaving said road and running across the land of the Grantors (Harry Norris and wife) of which this land was a part thereof South 46° 22' West 200.00 feet to an iron pipe thereset; thence North 29° 10' West 200.00 feet to an iron pipe previously set at the beginning of the above mentioned North 46° 22' East line described in the deed from Norris to Crandall; thence with said line, North 46° 22' East 18.94 feet to the place of beginning. Containing 0.89 acres of land, more or less. The bearings in the above description are referred to the true meridian. According to a survey and plat of same in September, 1946, by T. T. Pantaleo, Registered Land Surveyor.

BEING the same lot of ground conveyed to Constantine J. Leanos and Helen K. Leanos, his wife, by deed dated January 20, 1953, from George Rossback and Naomi M. Rossback, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 734 folio 597.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 7, 1958

We hereby certify, that the annexed

Assignee's Sale

Constantine J. Leanos

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 February, 1958. The first insertion being made the 22nd day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1958 MAR 10 AM 9:06

8

Said property being improved by a modern Ranch Type House with all modern conveniences, containing three bedrooms, living-dining quarters, modern kitchen, full basement, carport, and said improvements are designated as 1623 Forest Drive, Annapolis, Maryland.

TERMS OF SALE: Cash deposit of One Thousand ($1,000.00) Dollars will be required at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Water, taxes and other public charges, if any, to be adjusted to date of sale.

For further particulars apply to undersigned, 124 South Street, Annapolis, Maryland.

ALLAN D. HOUSLEY, Assignee
ROBERT H. CAMPBELL,
Auctioneer F-12

ORDER NISI

LIBER 118 PAGE 417

ALLAN D. HOUSLEY, Assignee

versus

CONSTANTINE J. LEANOS and
HELEN K. LEANOS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No 12,498 Equity

Ordered, this 10 day of March, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Allan D. Housley, Assignee ~~Trustees~~

BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 14 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 14 day of April next

The report states that the amount of sale ~~was~~ 13,000.00

FILED 1958 MAR 10 AM 9:06

George T. Cromwell Clerk

True Copy

TEST

Clerk

(Final Order)

ALLAN D. HOUSLEY, Assignee

versus

CONSTANTINE J. LEANOS and
HELEN K. LEANOS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of April, 1958, that the sale made and reported by the ~~Trustees~~ 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 ~~Trustees~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor

Benjamin Michaelson
Judge

FILED
1958 APR 15 PM 3:24

9

LIBER 118 PAGE 418

OFFI 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. 12,498 Equity

ALLAN D. HOUSLEY, Assignee
versus
CONSTANTINE J. LEANOS and HELEN K. LEANOS, his wife

Ordered, this 10th day of March, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Allan D. Housley, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of April next.

The report states that the amount of sale was $13,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 8, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,498
Constantine J. Leanos

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 14th day of April, 1958. The first insertion being made the 11th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 847 1958 APR -9 AM 11:31 H. Tilghman

10

LIBER 118 PAGE 419

In the Case of

Allan D. Housley,
Assignee
vs.
Constantine J. Leanos
and
Helen K. Leanos, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,498 Equity

To the Honorable, the Judges of said Court:

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

May 1, 1958

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

FILED

1958 MAY -5 PM 3:23

Ev 's

LIBER 118 PAGE 420

Dr. in ac.

Allan D. Housley, Assignee vs. Constantine J. Leanos and Helen K. Leanos, his wife

To Assignee for Fee, viz:	25	00		
To Assignee for Commissions, viz:	423	60	448	60
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	46	89		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	14	47		
Globe Indemnity Co. - bond premium	52	00		
Robert H. Campbell - auctioneer's fee	45	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	7	15		
One-half State documentary stamps	7	15		
Mildred F. Bean - notary fees	1	00	188	66
To Assignee for Taxes, viz:				
1958 State and County taxes ($163.78)- 2 months 14 days	20	48		
1955 Annapolis City taxes	123	05		
1956 Annapolis City taxes	133	33		
1957 Annapolis City taxes ($140.53)- 7 months 14 days	87	82	364	68
To Assignee for Benefit Charges, viz: Annapolis Water Dept. - metered water to 2/14/58	16	62	16	62
To Capital City Building & Loan Ass'n - in full for mortgage claim plus interest on $11,744.47 to 2/14/58- $45.67	11,936	96	11,936	96
To Constantine J. Leanos and Helen K. Leanos, his wife, mortgagors - this balance	112	98	112	98
			13,120	00

12

with

Allan D. Housley, Assignee

Cr.

1958					
Feb.	14	Proceeds of Sale	13,000	00	
		Interest on deferred payment of $12,000.00 to 4/15/58	120	00	13,120 00
					13,120 00

ORDER NISI

LIBER 118 PAGE 422

Allan D. Housley,

Assignee

VERSUS

Constantine J. Leanos

and

Helen K. Leanos, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,498 Equity.

FILED 1958 MAY -5 PM 3:23

ORDERED, This 5 day of May, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7 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 7 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, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 JUN -9 PM 3:30

Benjamin Michael Cross

Judge.

14

LIBER 118 PAGE 423

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. 12,498 Equity

Allan D. Housley, Assignee
versus
Constantine J. Leanos and Helen K. Leanos, his wife

Ordered, this 5th day of May, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7th 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 7th day of June next.

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

M-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 7, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,498
Auditor Account
Constantine J. Leanos

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 7th day of June, 1958. The first insertion being made the 7th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By D. H. Tilghman

FILED

No. E.C. 2321 1958 JUN -9 PM 12:23

15

LIBER 118 PAGE 424

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
MYRLON HENRY CARMEAN AND BEATRICE A. CARMEAN, his wife	:	(In Equity) No 12,518 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 Myrlon Henry Carmean and Beatrice A. Carmean, his wife to Baltimore Federal Savings and Loan Association, dated May 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1023 folio 500.

Walter S. Calwell
Attorney Named in Mortgage

FILED
1958 FEB -1 AM 10:01

345-13493

LIBER 118 PAGE 425

MARYLAND

VA Form VB4-6318 (Home Loan) Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 1023 PAGE 500

No. 12,515 Equity

MORTGAGE

THIS MORTGAGE, made this 1st day of May, A. D. 19 56, by and between MYRLON HENRY CARMEAN and BEATRICE A. CARMEAN, his wife,

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of EIGHT THOUSAND THREE HUNDRED Dollars ($8,300.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½%) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-six and 14/100ths Dollars ($46.14), commencing on the first day of July, 19 56, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~the first day of~~ May 1, 1981 ~~xxx~~. 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.

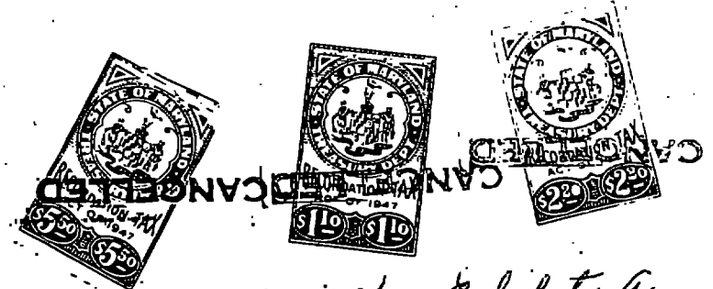
AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

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 the Third Election District of Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same at a pipe set in the division line between Lots 84 and 85 as shown on a Plat of Magothy Oval recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod G, folio 10 said pipe being north 28 degrees 35 minutes east 100 feet along said division line from the common corner of Lots 3, 4, 84 and 85 and running from said beginning point crossing lots 85, 86 and 87 north 61 degrees 35 minutes west 145.75 feet to a pipe on the east side of a 30 foot road now known as St. Thomas Road thence with the east side of said road north 33 degrees 20 minutes east 140.51 feet to a pipe thence leaving said road and recrossing lots 87, 86 and 85 south 61 degrees 35 minutes east 133.71 feet to a pipe set in the division line between Lots 84 and 85 thence with part of said line south 28 degrees 35 minutes west 140 feet to the place of beginning. Being part of Lots 85, 86 and 87 Magothy Oval as shown on the above mentioned Plat and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineer and Land Surveyor in April, 1954.

BEING the same property which by Deed dated May 5, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 829 folio 296 was granted and conveyed by Arthur Henry Carmean and Edith M. Carmean, his wife, to the herein named Mortgagors.



CANCELLED

Plaintiff's Exhibit A.

FILED

1958 FEB -1 AM 10. 01

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

16—49890-8

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

36" Robert Shaw Range

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

Edmund M. Ward

EDMUND M WARD

Myrlon Henry Carmean [SEAL]
Myrlon Henry Carmean

[SEAL]

Beatrice A. Carmean [SEAL]
Beatrice A. Carmean

[SEAL]

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit: LIBER 1023 PAGE 504

I HEREBY CERTIFY, That on this 1st day of May, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Myrlon Henry Carmean and Beatrice A. Carmean, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

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

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

Edmund M. Ward

EDMUND M. WARD Notary Public

40956

GSP

Rec'd for record May 3 1956 at 2:46 P.M.

Mailed to The Colonial Title Guarantee Co

STATE OF MARYLAND

Mortgage & CHATTELS

FROM

MYRLON HENRY CARMEAN and BEATRICE A. CARMEAN, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record ... M. ... o'clock ... &c., ... Clerk.

Same recorded in Liber ... Folio ... of the Land Records of ANNE ARUNDEL COUNTY

Name ... and examined per ...

Cost of Record, $ 1.50

RECEIVED FOR RECORD IN LIBER OF RECORDS OF ANNE ARUNDEL COUNTY
1956 MAY 3 PM 2:46
RECORDED IN LIBER GTC 1023 FOLIO 506
NO. ... CLERK

THE COLONIAL TITLE GUARANTEE COMPANY
BALTIMORE 2, MARYLAND

LIBER 118 PAGE 423

No. 12,375 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th 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 Myrlon Henry Carmean and Beatrice A. Carmean, his wife against whom foreclosure proceedings were instituted were 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 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 FEB -1 AM 10:02

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

MYRLON HENRY CARMEAN AND

BEATRICE A. CARMEAN, HIS WIFE

IN THE

LIBER 118 PAGE 430

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 12,518 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Myrlon Henry Carmean and Beatrice A. Carmean, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **1st** day of **May** 1956 and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1023** Folio **500** .

Amount of Mortgage		$8300.00
Less - amount paid on principal		183.88
		8116.12
Plus - interest to 3/11/1958		285.07
		8401.19
Plus - overdraft in expense account		9.08
		8410.27

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **7th** 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.

AS WITNESS my hand and Notarial seal.

FILED

1958 MAR 11 AM 10:26

Clara M. Link

Clara M. Link Notary Public

~~Mortgagee~~ Attorney's Bond. I-369

262160

LIBER 118 PAGE 431
LIBER 9 PAGE 245

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE MD

60 JOHN STREET
NEW YORK, N Y

No. 12,516 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Bldg. 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 EIGHT THOUSAND, FIVE HUNDRED AND 00/100 ($8,500.00) - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 7th - - - - - - - - - - - - - - - - - - day of March 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 Myrlon Henry Carmean and Beatrice A. Carmean his wife to the Baltimore Federal Savings & Loan Association

bearing date the 1st - - - day of May nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1023, Folio 500, and

Lots 85-86-87 Magothy Beach,
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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith

~~Attest~~ Witness as to Surety:

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

Bond Approved this 11th day of March 1958

George T. Cromwell, Clerk

FILED

1958 MAR 11 AM 10:26

Form

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Myrlon Henry Carmean and Beatrice A. Carmean, his wife to Baltimore Federal Savings and Loan Association, dated May 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1023 folio 500 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction, on the premises on

Tues., March 11, 1958
at Three P.M.

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, at Magothy Beach Oval, on the easterly side of the County Road, known as Thomas Road, 1½ mi. north of Severna Park and south of Magothy Beach North Drive, and described as follows:

BEGINNING for the same at a pipe set in the division line between Lots 84 and 85 as shown on a Plat of Magothy Oval recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod G, folio 10 said pipe being north 28 degrees 35 minutes east 100. feet along said division line from the common corner of Lots 3, 4, 84 and 85 and running from said beginning point crossing lots 85, 86 and 87 north 61 degrees 35 minutes west 145.75 feet to a pipe on the east side of a 30 foot road now known as St. Thomas Road thence with the east side of said road north 33 degrees 20 minutes east 140.51 feet to a pipe thence leaving said road and recrossing lots 87, 86 and 85 south 61 degrees 35 minutes east 133.71 feet to a pipe set in the division line between Lots 84 and 85 thence with part of said line south 28 degrees 35 minutes west 140 feet to the place of beginning. Being part of Lots 85, 86 and 87 Magothy Oval as shown on the above mentioned Plat and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineer and Land Surveyor in April, 1954.

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

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a one story frame dwelling, containing 4 rooms, 1 bath, hot air-oil fired heat.

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

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

M6

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
MYRLON HENRY CARMEAN AND BEATRICE A. CARMEAN, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

No. 12,518 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1023 folio 500 from said Myrlon Henry Carmean and Beatrice A. Carmean, 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 Anre 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 11th day of March, 1958 at Three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County on the easterly side of the County Road, known as Thomas Road, being portions of lots Nos. 85, 86 and 87 as shown on Plat of "Magothy Beach Oval", filed among the Land Records of Anne Arundel County in Cabinet 1, Rod G, Plat 10; more particularly and at length described in the aforesaid Mortgage and the attached advertisement of sale.

FILED

1958 MAR 15 AM 9:32

c. 13518 Equity

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 propery was sold to Louis Salkowski and Gertrude Salkowski, his wife, in fee simple, at and for the sum of Seventy-eight Hundred fifty ($7850.00) Dollars, said purchasers 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 13th day of March, 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

FILED

1958 MAR 15 AM 10:31

ORDER NISI

LIBER 118 PAGE 434

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

MYRLON HENRY CARMEAN and
BEATRICE A. CARMEAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,518 Equity

Ordered, this 15 day of March, 19 58, That the sale of the Property in these proceedingsmentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 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 21 day of April next.

The report states that the amount of sale ~~xxxxx~~ was $ 7,850.00

FILED 1958 MAR 15 AM 9:32

George T. Pumphrey Clerk.

True Copy.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

MYRLON HENRY CARMEAN and
BEATRICE A. CARMEAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of April, 19 58, that the sale made and reported by the ~~Trustees~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustees~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

/s/ Benjamin Michaelson
Judge

FILED

1958 APR 22 PM 12:22

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Build'g
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Myrlon Henry Carmean and Beatrice A. Carmean, his wife to Baltimore Federal Savings and Loan Association, dated May 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1023 folio 500 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction, on the premises on

Tues., March 11, 1958

at Three P.M.

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, at Magothy Beach Oval, on the easterly side of the County Road, known as Thomas Road, 1½ mi. north of Severna Park and south of Magothy Beach North Drive, and described as follows:

BEGINNING for the same at a pipe set in the division line between Lots 84 and 85 as shown on a Plat of Magothy Oval recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod G. folio 10 said pipe being north 28 degrees 35 minutes east 100 feet along said division line from the common corner of Lots 3, 4, 84 and 85 and running from said beginning point crossing lots 85, 86 and 87 north 61 degrees 35 minutes west 145.75 feet to a pipe on the east side of a 30 foot road now known as St. Thomas Road thence with the east side of said road north 33 degrees 20 minutes east 140.51 feet to a pipe thence leaving said road and recrossing lots 87, 86 and 85 south 61 degrees 35 minutes east 133.71 feet to a pipe set in the division line between Lots 84 and 85 thence with part of said line south 28 degrees 35 minutes west 140 feet to the place of beginning. Being part of Lots 85, 86 and 87 Magothy Oval as shown on the above mentioned Plat and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineer and Land Surveyor in April, 1954.

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

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a one story frame dwelling, containing 4 rooms, 1 bath, hot air-oil fired heat.

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

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

M-6

OFFICE OF

Maryland Gazette

LIBER 118 PAGE 435

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

Myrlon Henry Carmean

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 March, 1958. The first insertion being made the 13th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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

LIBER 118 PAGE 436

OFF[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. 12,518 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
MYRLON HENRY CARMEAN
and
BEATRICE A. CARMEAN, his wife

Ordered, this 15th day of March, 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 21st 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 21st day of April next.

The report states that the amount of sale was $7,850.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1958

We hereby certify, that the annexed Order Nisi Sale Eq. 12,518 Myrlon Henry Carmean was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of April, 1958. The first insertion being made the 20th day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 1428

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Myrlon Henry Carmean
and
Beatrice A. Carmean, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,518 Equity

To the Honorable, the Judges of said Court:

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

June 12, 1958

All of which is respectfully submitted.

Laura K. Jenkins
Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Myrlon Henry in ac.
Carmean and Beatrice A. Carmean, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	268	33	318	33
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	57	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	34	00		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Clara M. Link - notary fees	1	25	140	57
To Attorney for Taxes, viz:				
1958 State and County taxes adjusted - 2 months 10 days	17	50	17	50
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,416	42	7,416	42
			7,944	32
Amount of mortgage claim filed	8,410	27		
Cr. Amount allowed above	7,416	42		
Balance subject to decree in personam	993	85		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1958				
Mar.	11	Proceeds of Sale	7,850 00	
		Interest on deferred payment of $7,350.00 - 2 months 10 days	94 32	7,944 32
				7,944 32

ORDER NISI

LIBER 118 PAGE 440

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Myrlon Henry Carmean

and

Beatrice A. Carmean, his wife

No. 12,518 Equity.

ORDERED, This 16th day of June, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21st day of July, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of July next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of July, 19 58, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans

FILED

1958 JUL 24 AM 10:10

OFF. , OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 118 PAGE 441

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,518

Auditor account

Myrlon Henry Carmean

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of July, 1958. The first insertion being made the 19th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,518 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
MYRLON HENRY CARMEAN and BEATRICE A. CARMEAN, his wife

Ordered, this 16th day of June, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21st day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of July next.

GEORGE T. CROMWELL, Clerk
True Copy:: TEST::
GEORGE T. CROMWELL, Clerk
Jy-3

FILED
JUL -9 PM 3:22

No. M. G. 432 1958

LIBER 118 PAGE 442

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THOMAS CARLETON LEAF AND MARGUERITE L. LEAF, HIS WIFE	:	(In Equity)

No. 12,569 Eq.

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 Thomas Carleton Leaf and Marguerite L. Leaf, his wife to Baltimore Federal Savings and Loan Association, dated April 12th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1017 folio 302.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 MAR -7 AM 10:49

LIBER 118 PAGE 445

MARYLAND

VA Form VR4-6318 (Home Loan) Aug. 1958. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

#5-12346

LIBER 1017 PAGE 302

MORTGAGE

No. 12,564 Equity

THIS MORTGAGE, made this 12th day of April, A. D. 1956, by and between THOMAS CARLETON LEAF and MARGUERITE L. LEAF, his wife,

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINE THOUSAND SIX HUNDRED AND FIFTY Dollars ($ 9,650.00), 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 the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-eight and 90/100ths Dollars ($48.90), commencing on the first day of June, 19 56, 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 11, 1986. ~~next~~. 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 the Fifth Election District of Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same at a pipe in the northeasterly line of Heath Avenue 25 feet wide said pipe being located north 68 degrees 59 minutes west 300 feet from the intersection of the northwesterly line of Eleanor Avenue 30 feet wide with the said northeasterly line of Heath Avenue thence along the northeasterly line of said Heath Avenue north 68 degrees 59 minutes west 60 feet to a pipe thence leaving said Avenue and running for a division line through Lot 14 the following two courses and distances, to wit: (1) north 21 degrees 1 minute east 100 feet to a pipe and (2) south 68 degrees 59 minutes east 60 feet to a pipe in the division line between Lots 14 and 15 as shown on the Plat of "Howard's Farms" filed among the Land Records of Anne Arundel County in Cabinet 2, Rod C-1, Plat 87 thence along a portion of said division line south 21 degrees 1 minute west 100 feet to the place of beginning. Being a portion of Lot 14 as shown on the Plat of "Howard's Farms" filed among the Land Records of Anne Arundel County in Cabinet 2, Rod C-1, Plat 87.

SUBJECT, however, to the use in common with others entitled thereto of an easement 7.5 feet in width extending along the front or north 68 degrees 59 minutes west line of said lot which easement is reserved for the future widening of Heath Avenue.

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 Rosalie M. Russell to the herein named Mortgagors.

FILED

1958 MAR -7 AM 10:49

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

16—49890-8

Plaintiff's Exhibit "A"

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described [illegible]

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred and Eight Dollars ($108.00), payable half-yearly on the 12th days of April and October in each and every year.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness: John R Holland Jr

Thomas Carleton Leaf [SEAL]
Thomas Carleton Leaf

[SEAL]

Marguerite L Leaf [SEAL]
Marguerite L. Leaf

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 12th day of April, 19 56, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Thomas Carleton Leaf and Marguerite L. Leaf, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

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

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

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

Rec'd for record April 16 1956 at 2.53 P.M.
Mailed to The Colonial Title Guarantee Co

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE

STATE OF MARYLAND

Mortgage

FROM

THOMAS CARLETON LEAF and MARGUERITE L. LEAF, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1956 APR 16 PM 2:53
& RECORDED IN LIBER G.L.B. NO. 1017 FOLIO 302
GEO. R. DOVE, Clerk.

Cost of Record, $

U. S. GOVERNMENT PRINTING OFFICE 16—40852

THE COLONIAL TITLE GUARANTEE COMPANY
BALTIMORE, MARYLAND
FOR TITLE AND ET. SEARCHES

40852 CMP

Examined by
Ready for Record

LIBER 118 PAGE 447

MILITARY AFFIDAVIT

Docket folio

No. 12,561 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of March 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 Thomas Carleton Leaf and Marguerite L. Leaf, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1958 MAR -7 AM 10:49

WALTER S. CALWELL,

Attorney Named in Mortgage LIBER 118 PAGE 448

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

THOMAS CARLETON LEAF AND

MARGUERITE L. LEAF, his wife

No. 12,564 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Thomas Carleton Leaf and Marguerite L. Leaf, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **12th** day of **April** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1017** Folio **302** .

Amount of Mortgage	**$9650.00**
Less - amount paid on principal	**142.25**
	9507.75
Plus - interest to 4/8/58	437.44
	9945.19
Plus - overdraft in expense account	202.53
	10,147.72

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 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

Clara M. Link

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

Mortgage and Attorney's Bond. 1-369

LIBER 118 PAGE 449

262933

LIBER 9 PAGE 275

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

No. 12,564 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 TEN THOUSAND AND 00/100 ($10,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 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 Thomas Carleton Leaf and Marguerite L. Leaf, his wife to the Baltimore Federal Savings & Loan Association bearing date the 12th day of April nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1017, Folio 302, and

Lot 14-A Heath Avenue Anne Arundel County, 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. Sink

Attest:

V.N. Mercier Assistant Secretary

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess Vice-President

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

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

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 Thomas Carleton Leaf and Marguerite L. Leaf, his wife, to Baltimore Federal Savings and Loan Association, dated April 12th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1017 folio 302 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., April 8th, 1958 at 3:00 P.M.

All that leasehold lot of ground situate in the Fifth Election District, Howards Farm, North Linthicum, and described as follows:

BEGINNING for the same at a pipe in the northeasterly line of Heath Avenue 25 feet wide said pipe being located north 68 degrees 59 minutes west 300 feet from the intersection of the northwesterly line of Eleanor Avenue 50 feet wide with the said northeasterly line of Heath Avenue thence along the northeasterly line of said Heath Avenue north 68 degrees 59 minutes west 60 feet to a pipe thence leaving said Avenue and running for a division line through Lot 14 the following two courses and distances, to wit: (1) north 21 degrees 1 minute east 100 feet to a pipe and (2) south 68 degrees 59 minutes east 60 feet to a pipe in the division line between Lots 14 and 15 as shown on the Plat of "Howard's Farms" filed among the Land Records of Anne Arundel County in Cabinet 2, Rod C-1, Plat 87 thence along a portion of said division line south 21 degrees 1 minute west 100 feet to the place of beginning. Being a portion of Lot 14 as shown on the Plat of "Howard's Farms" filed among the Land Records of Anne Arundel County in Cabinet 2, Rod C-1, Plat 87.

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 $108.00, and to any restrictive covenants and/or Utility Agreements of record affecting the property.

Improved by a one story frame-asbestos shingle bungalow, containing 5 rooms, 1 bath, circulating hot air-gas fired heat, known as 6 Heath Avenue.

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 assessment and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO. INC.,
Auctioneer. A-3

LIBER 118 PAGE 450

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
THOMAS CARLETON LEAF AND MARGUERITE L. LEAF, his wife	:	ANNE ARUNDEL COUNTY (In Equity)

No. 12,564 -

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated April 12th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1017 folio 302 from said Thomas Carleton Leaf and Marguerite L. Leaf, 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 8th day of April, xxx 1958 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County on the northeasterly line of Heath Avenue 300 feet from the intersection of the northwesterly line of Eleanor Avenue, fronting northwesterly 60 feet with an even depth northeasterly of 100 feet, being a portion of lot 14 as shown on the Plat of "Howard's Farms" filed among the Land Records of Anne Arundel County in Cabinet 2, Rod C-1, Plat 87; more particularly and at length described in ght aforementioned Mortgage and in the attached advertisement of sale.

FILED

1958 APR 12 AM 11:07

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 One Hundred eight ($108.00) Dollars, at and for the sum of Ninety-three Hundred ($9300.00) 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 9th day of April, 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 118 PAGE 452

WALTER S. CALWELL

Attorney Named in Mortgage

versus

THOMAS CARIETON LEAF and

MARGUERITE L. LEAF, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,564 Equity

Ordered, this 12 day of April, 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 19 day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of May next.

The report states that the amount of sales was $ 9300.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 APR 12 AM 11:07

TEST: Clerk.

(Final Order)

WALTER S. CALWELL

Attorney Named in Mortgage

versus

THOMAS CARIETON LEAF and

MARGUERITE L. LEAF, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of May, 1958 that the sale made and reported by the Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson JUDGE

FILED

1958 MAY 20 PM 12:33

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Br g
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Thomas Carleton Leaf and Marguerite L. Leaf, his wife, to Baltimore Federal Savings and Loan Association, dated April 12th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1017 folio 302 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., April 8th, 1958 at 3:00 P.M.

all that leasehold lot of ground situate in the Fifth Election District, Howards Farm, North Linthicum, and described as follows:

BEGINNING for the same at a pipe in the northeasterly line of Heath Avenue 25 feet wide said pipe being located north 68 degrees 59 minutes west 300 feet from the intersection of the northwesterly line of Eleanor Avenue 30 feet wide with the said northeasterly line of Heath Avenue thence along the northeasterly line of said Heath Avenue north 68 degrees 59 minutes west 60 feet to a pipe thence leaving said Avenue and running for a division line through Lot 14 the following two courses and distances, to wit: (1) north 21 degrees 1 minute east 100 feet to a pipe and (2) south 68 degrees 59 minutes east 60 feet to a pipe in the division line between Lots 14 and 15 as shown on the Plat of "Howard's Farms" filed among the Land Records of Anne Arundel County in Cabinet 2, Rod C-1, Plat 87 thence along a portion of said division line south 21 degrees 1 minute west 100 feet to the place of beginning. Being a portion of Lot 14 as shown on the Plat of "Howard's Farms" filed among the Land Records of Anne Arundel County in Cabinet 2, Rod C-1, Plat 87.

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 $108.00, and to any restrictive covenants and/or Utility Agreements of record affecting the property.

Improved by a one story frame-asbestos shingle bungalow, containing 5 rooms, 1 bath, circulating hot air-gas fired heat, known as 6 Heath Avenue.

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 assessment and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO. INC.,
Auctioneer. A-3

LIBER 118 PAGE 453 OFF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 21, 1958

We hereby certify, that the annexed Attorney's Sale

Thomas Carleton Leaf

12,564

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By H. Tilghman

1958 APR 22 PM 2:42

LIBER 118 PAGE 454

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
THOMAS CARIETON LEAF and
MARGUERITE L. LEAF, his wife

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,564 Equity

Ordered, this 12 day of April, 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 19th 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 19th day of May next.

The report states that the amount of sale was $9,300.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 13, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,564

Thomas Carieton Leaf

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of May, 1958. The first insertion being made the 17th day of April, 1958

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 1595

1958 MAY 14 PM 2:13

By: H. Tilghman

LIBER 118 PAGE 455

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Thomas Carleton Leaf
and
Marguerite L. Leaf, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,564 Equity

To the Honorable, the Judges of said Court:

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

June 9, 1958

All of which is respectfully submitted.

Laura K. Ticklin
Auditor.

FILED

1958 JUN 11 PM 1:08

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Thomas Carleton Leaf and Marguerite L. Leaf, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	311	00	361	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 and two copies	18	00	56	00
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		
New Amsterdam Casualty Co. -bond premium	40	00		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	5	22		
Clara M. Link - notary fees	1	25	148	22
To Attorney for Taxes and Ground Rent, viz:				
1958 State and County taxes - adjusted to 4/8/58	37	51		
Semi-annual ground rent ($54.00) due 2/12/58 - adjusted to 4/8/58	52	80	90	31
To Baltimore Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	8,711	12	8,711	12 -
			9,366	65
Amount of mortgage claim filed	10,147	72		
Cr. Amount allowed above	8,711	12		
Balance subject to decree in personam	1,436	60		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1958				
Apr.	8	Proceeds of Sale	9,300 00	
		Interest on deferred payment to 5/21/58	66 65	
				9,366 65
				9,366 65

ORDER NISI LIBER 118 PAGE 458

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Thomas Carleton Leaf

and

Marguerite L. Leaf, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,564 Equity.

ORDERED, This 11th day of June, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21st. day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st. day of July next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of July, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Ernest

Judge

FILED

1958 JUL 24 AM 10:10

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 118 PAGE 459

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,564

Auditor account.

Thomas Carleton Leaf.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of July, 1958. The first insertion being made the 19th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,564 Equity

WALTER S. CALWELL
Attorney Named in Mortgage
versus
THOMAS CARLETON LEAF and MARGUERITE L. LEAF, his wife

Ordered this 11th day of June, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21st day of July next; Provided, a copy of this Order be Inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of July next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Jy-3

FILED
1958 JUL -9 PM 3:22

No. M. C. 4314

LIBER 118 PAGE 460

IN THE MATTER OF THE SALE	NO. 12,565	EQUITY
OF THE	IN THE CIRCUIT COURT FOR	
MORTGAGED LEASEHOLD PROPERTY	ANNE ARUNDEL COUNTY	
OF	IN EQUITY	
JOSEPH FRANCIS CAVANAUGH and TERESA AGNES CAVANAUGH, his wife	DOCKET	FOLIO

****

MR. GEORGE T. CROMWELL, CLERK:

Please docket the above entitled case, and file the accompanying original Mortgage upon the property described therein and situated in Anne Arundel County, State of Maryland, from JOSEPH FRANCIS CAVANAUGH and TERESA AGNES CAVANAUGH, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, for the sum of Eleven Thousand Ninety and 00/100 ($11,090.00) Dollars, dated November 5, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1078 Folio 260 and marked "ATTORNEY'S EXHIBIT NO. 1," together with the accompanying Affidavit regarding the Military Status of said Defendants, and marked "ATTORNEY'S EXHIBIT NO. 2."

William F. Podlich

(William F. Podlich)
Attorney Named In Mortgage

March 6, 1958

FILED

1958 MAR -7 AM 10:59

LIBER 118 PAGE 461

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD LIBER 1078 PAGE 260

"ATTORNEY'S EXHIBIT NO. 1"

This Mortgage, made this 5th day of November

in the year one thousand nine hundred and fifty-six , between

JOSEPH FRANCIS CAVANAUGH and TERESA AGNES CAVANAUGH, his wife, of

Anne Arundel County, , in the State of Maryland, Mortgagor(s),

and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said JOSEPH FRANCIS CAVANAUGH and TERESA AGNES CAVANAUGH, his wife,

the sum of Eleven Thousand Ninety and 00/100 ($11,090.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of five & one-half (5½%) per cent per annum, in the manner following:

By the payment of Sixty-eight and 15/100 ($68.15) dollars on or before the 20th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

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

SECOND: Towards the payment of the aforesaid principal sum.

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

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

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

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said JOSEPH FRANCIS CAVANAUGH and TERESA AGNES CAVANAUGH, his wife,

do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in the Third Election District of Anne Arundel County,

State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Eighty-four (184), fronting on the southernmost side of Cathedral Drive, as shown on the Plat of Section 4 of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 39. The improvements thereon being known as No. 1212 Cathedral Drive.

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

FILED

1958 MAR -7 AM 10:59

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining. **TO HAVE AND TO HOLD** the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, ~~in fee simple, forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Eight ($108.00) Dollars payable in even and equal half-yearly installments on the 6th days of February and August in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS the hands and seals of said Mortgagors.

TEST:

Elsie Curtis

Joseph Francis Cavanaugh (SEAL)
(Joseph Francis Cavanaugh)

Teresa Agnes Cavanaugh (SEAL)
(Teresa Agnes Cavanaugh)

ELSIE CURTIS

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 5th day of November in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOESPH FRANCIS CAVANAUGH and TERESA AGNES CAVANAUGH, his wife, , 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, JOHN L. FISHER President of Aurora Federal Savings and Loan Association, a body corporate. the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Elsie Curtis
Notary Public.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

My commission expires on May 6, 1957

ELSIE CURTIS

Rec'd for record Nov. 13 1956 at 9.00 AM.
Mailed to Podlich & Podlich

(3) B

MORTGAGE

FROM

JOSEPH FRANCIS CAVANAUGH and TERESA AGNES CAVANAUGH, his wife

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.....

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

Same day recorded in Liber No. ..... folio ..... &c. one of the Land Records ..... and examined per ..... Clerk.

Cost of Record $ 8.50

RECORDED IN LIBER GT
NO. 1078 FOLIO 260
GEO. T. CROMWELL, CLERK
RECORDS OF
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1956 NOV 13 AM 9:00

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

Property:
Lot 184, Section 4 of LEHIGH
1212 Cathedral Drive

Description approved W/B

Execution approved

LIBER 118 PAGE 465

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

"ATTORNEY'S EXHIBIT NO. 2"

IN THE MATTER OF THE SALE	NO. [illegible]	EQUITY
OF THE	IN THE CIRCUIT COURT	
MORTGAGED LEASEHOLD PROPERTY	FOR	
OF	ANNE ARUNDEL COUNTY	
JOSEPH FRANCIS CAVANAUGH and TERESA AGNES CAVANAUGH, his wife	DOCKET	FOLIO

****

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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

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

2 - Said Defendants are not in the Military Service of any nation allied with the United States.

3 - Said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended.

4 - Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

Dwight F. Brunk
(Dwight F. Brunk) Affiant

Subscribed and sworn to before me this 5th day of March, 1958.

Elsie Curtis
Notary Public

ELSIE CURTIS

ELSIE [illegible] BALTIMORE

FILED

1958 MAR 7 AM 10:59

LIBER 118 PAGE 466

IN THE MATTER OF THE SALE	:	NO. 12,565 - EQUITY
OF THE	:	
MORTGAGED LEASEHOLD PROPERTY	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
OF	:	
JOSEPH FRANCIS CAVANAUGH and TERESA AGNES CAVANAUGH, his wife.	:	DOCKET 17 FOLIO 261

****

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage filed in these proceedings, from the aforesaid JOSEPH FRANCIS CAVANAUGH and TERESA AGNES CAVANAUGH, his wife, to said body corporate, dated November 5, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1078, folio 260.

Original Loan	$11,090.00
Amount Repaid	202.88
Loan Balance	$10,887.12
Interest to 4-9-58	284.06
	$11,171.18
Penalty	18.59
	$11,189.77
Credit Expense Account	52.44
	$11,137.33

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Dwight F. Brunk

Dwight F. Brunk, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of April, 1958, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the Plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the Mortgage Claim under the Mortgage filed in said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Elsie Curtis

Elsie Curtis - Notary Public

....

FILED

1958 APR -5 AM 11:10

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 118 PAGE 467

IN THE MATTER OF THE SALE

OF THE

MORTGAGED LEASHOLD PROPERTY OF

JOSEPH FRANCIS CAVANAUGH and
TERESA AGNES CAVANAUGH, his wife.

No. 12 565 Docket 17 Folio 261

LIBER 9 PAGE 270

BOND OF Attorney

TO SELL Real Estate

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

Meyerhoff Building, Baltimore 1, Maryland

as Principal ,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eleven Thousand Two Hundred and 00/100 - - - - - - - - Dollars ($11,200.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of April , in the year of our Lord, nineteen hundred and fifty eight.

WHEREAS, the above bounden William F. Podlich

by virtue of the power contained in a mortgage from Joseph Francis Cavanaugh & Teresa Agnes Cavanaugh, his wife to Aurora Federal Savings and Loan Association bearing date the 5th day of November , 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1078 Folio 260 ~~and~~

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

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

William F. Podlich

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

Signed, sealed and delivered

in the presence of

Elsie Curtis

William F. Podlich (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Attorney in fact. (SEAL)

FILED

1958 APR -5 AM 11:10

Approved this 5 day of April 1958.
George T. Cromwell, Clerk.

LIBER 118 PAGE 468

IN THE MATTER OF THE SALE	:	NO. 12,565 - EQUITY
OF THE	:	IN THE
MORTGAGED LEASEHOLD PROPERTY	:	CIRCUIT COURT FOR
OF	:	ANNE ARUNDEL COUNTY
JOSEPH FRANCIS CAVANAUGH and TERESA AGNES CAVANAUGH, his wife	:	DOCKET 17 - FOLIO 261

****

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 7th day of April, 1958, the undersigned Auctioneer did sell the leasehold property known as No. 1212 Cathedral Drive (being Lot No. 184, on the Plat of Section 4 of LEHIGH, in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE), unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, at and for the sum of Eight Thousand Five Hundred and 00/100 ($8,500.00) Dollars, said Purchaser being, at that figure, the highest bidder therefor.

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

E. T. NEWELL & CO.

By _____
Its President
Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did on the 7th day of April, 1958, purchase the leasehold property described in the aforegoing "CERTIFICATE OF AUCTIONEER" from WILLIAM F. PODLICH, Attorney Named In Mortgage, at and for the sum of Eight Thousand Five Hundred and 00/100 ($8,500.00) Dollars, of which the sum of Five Hundred and 00/100 ($500.00) Dollars was paid on account to said Attorney; and the undersigned hereby agrees to comply with the terms of Sale as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said Sale.

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION,
a body corporate

By _____
(Dwight F. Brunk), Vice President

FILED
1958 APR 11 AM 11:15

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD PROPERTY OF JOSEPH FRANCIS CAVANAUGH and TERESA AGNES CAVANAUGH, his wife	NO. 12,565 - EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY DOCKET 17 - FOLIO 261

****

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1 - That under and by virtue of the power contained in a Mortgage from JOSEPH FRANCIS CAVANAUGH and TERESA AGNES CAVANAUGH, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated November 5, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1078 Folio 260, etc., to make Sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney Named in said Mortgage, after having given due notice of the time, place, manner and terms of Sale by Advertisement in THE MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County, did, on Monday, April 7, 1958, at 2:30 o'clock P.M., at the said mortgaged premises, offer the Leasehold property known as No. 1212 Cathedral Drive (being Lot No. 184, as shown on the Plat of Section 4 of Lehigh) and described in said Mortgage, for the Sale by Public Auction; and the said William F. Podlich, Attorney as aforesaid, then and there sold the Leasehold interest in and to the said property unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, at and for the sum of Eight Thousand Five Hundred and 00/100 ($8,500.00) Dollars, it, being at that figure, the highest bidder therefor, the said property so sold being more particularly described in a copy of the Advertisement of Sale which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report.

2 - And the said Attorney further reports that he had received from the Purchaser, the deposit of Five Hundred and 00/100 ($500.00) Dollars, required by the terms of said Sale, and has also obtained the written agreement of the Purchasers to comply with the other of said terms, same being as set out

FILED
1958 APR 11 AM 11:14

10

in said Advertisement annexed hereto.

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

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

AND, AS IN DUTY BOUND, ETC.

(William F. Podlich)
Attorney Named In Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 10th day of April, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in the aforementioned Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the Sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Notary Public

ELSIE CURTIS

ORDER NISI

LIBER 118 PAGE 471

In The Matter of the Sale
Of The
Mortgaged Leasehold Property of
~~xxxxx~~
Joseph Francis Cavanaugh and
Teresa Agnes Cavanaugh, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,565 Equity

Ordered, this 11 day of April, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by William F. Podlich, Attorney Named in the Mortgage ~~xxxxx~~

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

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

George T. Cromwell Clerk.

True Copy,

FILED 1958 APR. 11 A.M. 11:14

TEST: Clerk.

(Final Order)

In The Matter of The Sale
Of The
Mortgaged Leasehold Property of
Joseph Francis Cavanaugh and
Teresa Agnes Cavanaugh, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of May, 1958 that the sale made and reported by the ~~xxxx~~ 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 ~~xxxx~~ Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

J. Benjamin Michaelson
JUDGE

FILED

1958 MAY 20 PM 12:33

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Known as
NO. 1212 CATHEDRAL DRIVE
(Being Lot No. 184 on Plat of Section Four (4) of Lehigh, in the Third Election District of Anne Arundel County, Maryland)

The undersigned Attorney, under and by virtue of the power and authority contained in a Mortgage dated November 5, 1956 and recorded among the Mortgage Records of Anne Arundel County in Liber G.T.C. No. 1078 Folio 260 from JOSEPH FRANCIS CAVANAUGH and TERESA AGNES CAVANAUGH, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said Mortgage being now in default, will sell at Public Auction, on the premises, on

Mon., April 7th, 1958
at 2:30 o'clock P.M.

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

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Eighty-four (184), fronting on the southernmost side of Cathedral Drive, as shown on the Plat of Section 4 of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26 Folio 39. The improvements thereon being known as No. 1212 Cathedral Drive.

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

IMPROVED by a detached Brick Dwelling House with Carport.

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

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

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

WILLIAM F. PODLICH,
Attorney Named in Mortgage
E. T. NEWELL & CO.,
Auctioneer

A-3

OFFICE OF

Maryland Gazette

Published by LIBER 118 PAGE 472

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1958

We hereby certify, that the annexed

Attorney's Sale

Joseph Francis Cavanaugh

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 APR 12 AM 11:09

By [illegible]

LIBER 118 PAGE 473

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. 12,565 Equity

In The Matter of the Sale Of The Mortgaged Leasehold Property of JOSEPH FRANCIS CAVANAUGH, and TERESA AGNES CAVANAUGH, his wife

Ordered, this 11 day of April, 1958, That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Attorney Named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 day of May next, Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of May next.

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

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 13, 1958

We hereby certify, that the annexed

Order Nisi

Eq. 12,565

Joseph Francis Cavanaugh

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of May, 1958. The first insertion being made the 17th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED

No. M. G. 15-90 1958 - MAY 14 PM 2:14

LIBER 118 PAGE 474

In the Case of

In the Matter of the Sale
of the
Mortgaged Leasehold Property
of VSx
Joseph Francis Cavanaugh
and
Teresa Agnes Cavanaugh, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,565 Equity

To the Honorable, the Judges of said Court:

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

June 10, 1958

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

FILED
1958 JUN 16 PM 2:03

Dr. in ac.

In the Matter of the Sale of the Mortgaged Leasehold Property of Joseph Francis Cavanaugh and Teresa Agnes Cavanaugh, his wife

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	286	76	321	76
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	22	50	60	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	53	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S. Fidelity & Guaranty Co.-bond premium	44	80		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Elsie Curtis - notary fees	1	50	148	41
To Attorney for Taxes and Ground Rent, viz:				
1958 State and County taxes ($155.31) - adjusted - 3 months 7 days	41	84		
Semi-annual ground rent ($54.00) due 8/6/58 - 2 months	18	00	59	84
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission- water and sewer benefit charges ($60.55) 3 months 7 days - to 4/7/58	16	31		
Metered water to 4/7/58	18	60	34	91
To Aurora Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	7,933	23	7,933	23
			8,558	65
Amount of mortgage claim filed	11,137	33		
Cr. Amount allowed above	7,933	23		
Balance subject to decree in personam	3,204	10		

with

William F. Podlich, Attorney named in Mortgage

Cr.

1958				
Apr.	7	Proceeds of Sale	8,500 00	
		Interest on deferred payment of $8,000.00 - 1 month 14 days	58 65	8,558 65
				8,558 65

ORDER NISI LIBER 118 PAGE 477

In the Matter of the Sale of the Mortgaged Leasehold Property of ~~VERSUS~~ Joseph Francis Cavanaugh and Teresa Agnes Cavanaugh, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 12,565 Equity.

1958 JUN 16 PM 2:02 FILED

ORDERED, This 16th day of June, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21st day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of July next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of July, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans
Judge

FILED

1958 JUL 24 AM 10:10

LIBER 118 PAGE 478

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,565

Auditor account

Joseph Francis Cavanaugh

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of July, 1958. The first insertion being made the 19th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 4329 1958 JUL -9 PM 3:22 By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,565 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD PROPERTY OF JOSEPH FRANCIS CAVANAUGH, and TERESA AGNES CAVANAUGH, his wife

Ordered, this 16th day of June, 1958, That the Report and Account, of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21st day of July next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of July next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
Jy-3

IN THE MATTER OF
THE MORTGAGED PROPERTY OF
WALTER J. DOE and JEAN I. DOE,
his wife, and
FRED HESLINGTON and
ANNIE R. HESLINGTON, his wife

IN THE LIBER 118 PAGE 479

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO 12,579 EQUITY

.. ..

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original mortgage, which is marked "Plaintiffs' Exhibit A" in this foreclosure suit.

William J. Boehm
Attorney named in Mortgage

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

FILED
1958 MAR 18 PM 3:11

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 1092 PAGE 101 LIBER 118 PAGE 480

No. 12,579 County

SECOND PURCHASE MONEY

THIS MORTGAGE, Made this 7th day of January

in the year nineteen hundred and fifty-seven by and between WALTER J. DOE and JEAN I. DOE, his wife, and FRED HESLINGTON and ANNIE R. HESLINGTON, his wife Mortgagors of the County of Anne Arundel in the State of Maryland, of the first part, and

SAMUEL H. LAWSON and ELEANOR M. LAWSON, his wife , Mortgagees, of the second part:

Whereas, the parties of the first part are indebted unto the said parties of the second part, in the full and just sum of Twenty Thousand Five Hundred ($20,500.00) Dollars, which sum, the parties of the first part do herein agree and covenant to repay in monthly installments of One Hundred Twenty Five ($125.00) Dollars, including interest at the rate of 5% per annum, the first of said monthly payments to begin on the 10th day of February, 1957, and to continue on the 10th day of each and every month thereafter until the entire said indebtedness be paid in full, including interest as aforesaid.

WHEREAS, it was a condition precedent to the granting of the aforesaid loan and advancement that these presents should be executed to secure the prompt payment of the aforesaid loan as and when the same shall become due and demandable, together with all interest to accrue thereon.

The said parties of the first part shall have the right and privilege to pay larger payments or pay off the entire indebtedness at any payment due date.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said WALTER J. DOE and JEAN I. DOE, his wife, and FRED HESLINGTON and ANNIE R. HESLINGTON, his wife

do grant and convey unto SAMUEL H. LAWSON and ELEANOR M. LAWSON, his wife, their heirs and assigns, in fee simple, all those lot s or parcels of ground situate and lying in the Third Election District, County aforesaid, and described as follows, to wit:—~~Beginning for~~

KNOWN AND DESIGNATED as Lots Nos. 22, 23 and 24, as shown on the plat of Cape St. Claire entitled Commercial Centre dated May 15, 1950 and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 3.

BEING the same property conveyed to the within-named Mortgagors by Samuel H. Lawson and Eleanor M. Lawson, his wife, by deed dated the 7th day of January, 1957, intended to be recorded among the Land Records of Anne Arundel County, prior hereto.

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"Plaintiffs' Exhibit A"

LIBER 118 PAGE 481
LIBER 1092 PAGE 102

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of SAMUEL H. LAWSON and ELEANOR M. LAWSON, his wife, their heirs and assigns, forever.

Provided, that if the said WALTER J. DOE and JEAN I. DOE, his wife, and FRED HESLINGTON and ANNIE R. HESLINGTON, his wife, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Twenty Thousand Five Hundred ($20,500.00) dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns, or William J. Boehm, their duly authorized Attorney or Agent

of the said Mortgagee s their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred ($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 s, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

And it is agreed that, until default be made in the premises, the said part ies of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said part ies of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Twenty Thousand, Five Hundred ($20,500.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee s, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hand s and seals of the within Mortgagors.

TEST:

Dorothy R. Skipper
DOROTHY R. SKIPPER AS TO ALL

Walter J. Doe [SEAL]

Jean I. Doe [SEAL]

Fred Heslington [SEAL]

Annie R. Heslington (SEAL)

LIBER 1092 PAGE 103

State of Maryland, ANNE ARUNDEL CO., to wit: Annie R. Heslington

I Hereby Certify, that on this 7th day of January in the year one thousand nine hundred and fifty-seven before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid aforesaid, personally appeared Walter J. Doe and Jean I. Doe, his wife, and Fred Heslington and Annie R. Heslington, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Samuel H. Lawson and Eleanor N. Lawson, his wife,

and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Rec'd for record June 11, 1957 at 1:39 P.M.

Mailed to William J. Boehm

Dorothy Roberts Skipper, Notary Public

LIBER 118 PAGE 483

IN THE MATTER OF THE MORTGAGED PROPERTY OF WALTER J. DOE and JEAN I. DOE, his wife and FRED HESLINGTON and ANNIE R. HESLINGTON, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	NO. 12579 EQUITY

.. ..

ATTORNEY'S SALE

of

VALUABLE FEE SIMPLE IMPROVED COMMERCIAL PROPERTY, CONSISTING OF GROCERY STORE AND TAVERN, KNOWN AS LOTS NOS. 22, 23, AND 24, CAPE ST. CLAIRE, IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a mortgage from Walter J. Doe and Jean I. Doe, his wife, and Fred Heslington and Annie R. Heslington, his wife, dated January 7, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1092, folio 101, and (default having occured thereunder) the undersigned Attorney will sell at public auction, on the premises, on

SATURDAY, APRIL 12, 1958

at 10:30 A.M.

the following described property:

Lots Nos. 22, 23 and 24, as shown on the plat of Cape St. Claire entitled Commercial Centre dated May 15, 1950, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 3.

BEING the same property which by deed dated January 7, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1092, folio 95, was granted and conveyed by Samuel H. Lawson and Eleanor M. Lawson, his wife, unto Walter J. Doe and Jean I. Doe, his wife, and Fred Heslington and Annie R. Heslington, his wife.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply

ROBERT H. CAMPBELL
Auctioneer

WILLIAM J. BOEHM
Attorney named in mortgage

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

LIBER 118 PAGE 485

IN THE MATTER OF THE MORTGAGED PROPERTY OF WALTER J. DOE and JEAN I. DOE, his wife and FRED HESLINGTON and ANNIE R. HESLINGTON, his wife : IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY : NO. 12579 EQUITY :

.. ..

AFFIDAVIT OF NON-MILITARY STATUS OF MORTGAGORS

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

William J. Boehm, being first duly sworn and on oath deposes and says, that he is the Attorney named in Mortgage for purposes of foreclosure in the original mortgage filed herein. That he personally knows Walter J. Doe and Jean I. Doe, his wife, and Fred Heslington and Annie R. Heslington, his wife, and that all of said parties are citizens of the United States, residents of Anne Arundel County and that none of them are in the Military Service of the United States, as defined by the Soldiers and Sailors Civil Relief Act.

William J. Boehm

SUBSCRIBED and SWORN to, before me, this 17 day of March, 1958.

Dorothy Roberts Skipper
Notary Public

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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1958 MAR 18 PM 3:11

LIBER 118 PAGE 486

IN THE MATTER OF THE MORTGAGED PROPERTY OF WALTER J. DOE AND JEAN I. DOE, his wife and FRED HESLINGTON and ANNIE R. HESLINGTON, his wife : IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY : NO. 12,579 EQUITY

.. ..

STATEMENT OF ACCOUNT

Original amount of mortgage	$20,500.00
Received on account of principal	569.25
Balance due on mortgage as of March 11, 1958	$19,930.75
Insurance premium - paid by Mortgagees	429.50
	$20,360.25

Samuel H. Lawson

Eleanor M. Lawson

Samuel H. Lawson
Eleanor M. Lawson
Mortgagees

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

I HEREBY CERTIFY, that on this 11th day of March, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel H. Lawson and Eleanor M. Lawson, his wife, who made oath in due form of law that they are the mortgagees named in the mortgage herein, dated the 7th day of January, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1092, folio 101, and that the foregoing Statement constitutes a true and just account of the balance due on said mortgage.

AS WITNESS my hand and Notarial Seal.

Dorothy Roberts Skinner
DOROTHY ROBERTS SKINNER
Notary Public

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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1958 MAR 18 PM 3:11

LIBER

NEW AMSTERDAM CASUALTY COMPANY

LIBER 118 PAGE 487

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

A STOCK COMPANY

No. 12,579 Equity

BOND NO. 241842

KNOW ALL MEN BY THESE PRESENTS: That we, William J. Boehm, #160 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 TWENTY THOUSAND, THREE HUNDRED AND 00/100 ($20,300.00) 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 17th day of January, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Walter J. Doe; Jean I. Doe; Fred Heslington and Annie R. Heslington, his wife, to Samuel Lawson and Eleanor M. Lawson, his wife, bearing date January 7th 1957, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1092 Folio 101, the said William J. Boehm, 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 J. Boehm, as Attorney in Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William J. Boehm, Attorney Named in Mortgage, 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:

Dorothy R. Skipper
DOROTHY R. SKIPPER

(SEAL)
William J. Boehm

Witness as to Surety:

M. S. Kraus
M. S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By
R.H.Nichols Attorney-in-Fact

Bond Approved this
18th day of March, 1958
George F. Cromwell Clerk

FILED

1958 MAR 18 PM 3:11

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL
COUNTY
No. 12579 Equity

In the Matter of The Mortgaged Property of
WALTER J. DOE and
JEAN I. DOE, his wife
and
FRED HESLINGTON and
ANNIE R. HESLINGTON, his wife

Attorney's Sale

of

VALUABLE FEE SIMPLE IMPROVED COMMERCIAL PROPERTY, CONSISTING OF GROCERY STORE AND TAVERN, KNOWN AS LOTS NOS. 22, 23, AND 24, CAPE ST. CLAIRE, IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a mortgage from Walter J. Doe and Jean I. Doe, his wife, and Fred Heslington and Annie R. Heslington, his wife, dated January 7, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1092, folio 101, and (default having occured thereunder) the undersigned Attorney will sell at public auction, on the premises, on

Saturday,
APRIL 12, 1958
at 10:30 A.M.

the following described property:

Lots Nos. 22, 23 and 24, as shown on the plat of Cape St. Claire entitled Commercial Centre dated May 15, 1950, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 3.

BEING the same property which by deed dated January 7, 1957, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1092, folio 95, was granted and conveyed by Samuel H. Lawson and Eleanor M. Lawson, his wife, unto Walter J. Doe and Jean I. Doe, his wife, and Fred Heslington and Annie R. Heslington, his wife.

TERMS OF SALE: The above property will be sold in its entirely. A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply
WILLIAM J. BOEHM,
Attorney named in Mortgage
ROBERT H. CAMPBELL,
Auctioneer

A-11

OFFICE OF

Evening Capital

LIBER 118 PAGE 483 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 14, 1958

We hereby certify, that the annexed

Attorney's Sale

Walter J. Doe

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 12th day of April, 1958. The first insertion being made the 21st day of March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1958-
APR 14 PM 3:14

LIBER 118 PAGE 489

ROBERT H. CAMPBELL - - - Auctioneer

ATTORNEY'S SALE

—OF VALUABLE—

Fee Simple Improved Commercial Property

CONSISTING OF GROCERY STORE AND TAVERN, KNOWN AS LOTS NOS. 22, 23, AND 24, CAPE ST. CLAIRE, IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a mortgage from Walter J. Doe and Jean I. Doe, his wife, and Fred Heslington and Annie R. Heslington, his wife, dated January 7, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1092, folio 101, and (default having occurred thereunder) the undersigned Attorney will sell at public auction, on the premises, on

SATURDAY, APRIL 12, 1958

AT 10:30 A.M.

the following described property:

Lots Nos. 22, 23 and 24, as shown on the plat of Cape St. Claire entitled Commercial Centre dated May 15, 1950, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 3.

BEING the same property which by deed dated January 7, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1092, folio 95, was granted and conveyed by Samuel H. Lawson and Eleanor N. Lawson, his wife, unto Walter J. Doe and Jean I. Doe, his wife, and Fred Heslington and Annie R. Heslington, his wife.

TERMS OF SALE: The above property will be sold in its entirety. A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

For further particulars, apply

WILLIAM J. BOEHM
Attorney named in mortgage

No. 12,579 Equity

I, ROBERT H. CAMPBELL, Auctioneer, do hereby certify that I did on this 12th day of April, 1958, sell the property described on the reverse side of this hand bill for the sum of Fourteen Thousand ($14,000.00) Dollars, to Samuel H. Lawson and Eleanor M. Lawson, his wife, being the highest bidder therefore.

Robert H. Campbell, Auctioneer

WE, HEREBY CERTIFY, that on the 12th day of April, 1958, that we did purchase the property described on the reverse side of this hand bill for the sum of Fourteen Thousand ($14,000.00) Dollars, on acoount of which we have made a deposit of $1,000.00 and we agree to comply with terms of sale.

Samuel H. Lawson

Eleanor M. Lawson

Eleanor M. Lawson

I, do hereby certify, that on this 12th day of April, 1958, that I sold the property described on the reverse side of this hand bill to Samuel H. Lawson and Eleanor M. Lawson, his wife, for the sum of Fourteen Thousand ($14,000.00) Dollars and received a deposit of $1,000.00 thereon.

William J Boehm
Attorney named in mortgage

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1958 APR 15 AM 11:56

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LIBER 118 PAGE 491

IN THE MATTER OF THE MORTGAGED PROPERTY OF WALTER J. DOE AND JEAN I. DOE:, his wife, and FRED HESLINGTON and ANNIE R. HESLINGTON, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 12574 EQUITY

.. ..

REPORT OF SALE

The Report of Sale of William J. Boehm, Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in mortgage from Walter J. Doe and Jean I. Doe, his wife, and Fred Heslington and Annie R. Heslington, his wife, to Samuel H. Lawson and Eleanor M. Lawson, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1092, folio 101, the said William J. Boehm, Attorney named in mortgage, to make sale of 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 Evening Capital, (Certificate of Publication filed herein), a newspaper published in Anne Arundel County, and having complied with all requirements of the mortgage and other laws for such cases made provided, offered the property in said mortgage at public auction, on the premises, on Saturday, April 12, 1958, at 10:30 A.M. at the sum of $14,000.00, being at that figure, the highest bidder therefore and said property being described as follows:

Lots Nos. 22, 23 and 24, as shown on the plat of Cape St. Claire entitled Commercial Centre dated May 15, 1950, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 3.

BEING the same property which by deed dated January 7, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1092, folio 95, was granted and conveyed by Samuel H. Lawson and Eleanor M. Lawson, his wife, unto Walter J. Doe and Jean I. Doe, his wife, and Fred Heslington and Annie R. Heslington, his wife.

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

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1958 APR 15 AM 11:56

13

And the said William J. Boehm, Attorney named in mortgage, further reports that Samuel H. Lawson and Eleanor M. Lawson, his wife, were the highest bidder at said sale and that he has received from the said purchaser, a deposit as required by the terms of sale and also required and purchasers' agreement to comply with the terms of sale, which are as follows:

A deposit of One Thousand ($1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

William J. Boehm
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 14th day of April, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. Boehm, Attorney named in mortgage, and he made oath in due form of law that the matters, facts and information as set forth in the foregoing Report of Sale are true to the best of his information, knowledge and belief, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper
Notary Public

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

ORDER NISI

LIBER 118 PAGE 493

IN THE MATTER OF THE MORTGAGED PROPERTY OF WALTER J. DOE and ~~VERSUS~~ JEAN I. DOE, his wife, and FRED HESLINGTON and ANNIE R. HESLINGTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,579 Equity

Ordered, this 15 day of April, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by William J. Boehm, Attorney named in Mortgage ~~Trustees~~.

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

The report states that the amount of sale ~~made~~ was $ 14,000.00

FILED 1958 APR 15 AM 11:56

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED PROPERTY OF WALTER J. DOE and ~~VERSUS~~ JEAN I. DOE, his wife, and FRED HESLINGTON and ANNIE R. HESLINGTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

Benjamin Michaelson Judge

FILED

1958 MAY 21 PM 3:59

LIBER 118 PAGE 494

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. 12,579 Equity

In The Matter of the Mortgaged Property of WALTER J. DOE and JEAN I. DOE, his wife, and FRED HESLINGTON and ANNIE R. HESLINGTON, his wife

Ordered, this 15 day of April, 1958. That the sale of the Property in these proceedings mentioned, made and reported by William J. Boelm, Attorney named in Mortgage. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of May next.

The report states that the amount of sale was $14,000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 14, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,579
Walter J. Doe
$ 14,000.00

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of May, 1958. The first insertion being made the 17th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 1905 1958 MAY 14 PM 2:39 H. Tilghman

LIBER 118 PAGE 495

In the Case of

In the Matter of the Mortgaged Property of

VS.

Walter J. Doe and wife

and

Fred Heslington and wife

In the

Circuit Court

For

Anne Arundel County

No. 12,579 Equity

To the Honorable, the Judges of said Court:

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

June 3, 1958

All of which is respectfully submitted.

Laura K. Dockins

Auditor.

FILED

1958 JUN -4 AM 10:05

Dr. In the Matter of the Mortgaged Property of Walter J. Doe and Jean I. Doe, his wife, and Fred Heslington and Annie R. Heslington, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	450	00	550	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	00		
Shirley Miller - Stenographer's fee	2	50		
Auditor - stating this account	13	50	67	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	40		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	14	04		
New Amsterdam Casualty Co. - bond premium	81	20		
Robert H. Campbell - auctioneer's fee	100	00		
One-half Federal documentary stamps	7	70		
One-half State documentary stamps	7	70		
Dorothy R. Skipper - notary fees	1	50	276	54
To Attorney for Taxes and Insurance, viz:				
1958 State and County taxes ($275.33) - adjusted - 3 months 12 days	76	14		
Fire insurance premium ($429.50) due 2/26/58 - adjusted 1½ months	53	69	129	83
To Samuel H. Lawson and Eleanor M. Lawson, his wife, mortgagees - this balance on account mortgage claim	12,976	63	12,976	63
			14,000	00
Amount of mortgage claim filed	19,930	75		
Cr. Amount allowed above	12,976	63		
Balance subject to decree in personam	6,954	12		

with William J. Boehm, Attorney named in Mortgage Cr.

1958				
Apr.	12	Proceeds of Sale	14,000 00	14,000 00
				14,000 00

FILED
1958 JUN -4 AM 10:05

ORDER NISI

LIBER 118 PAGE 498

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged Property of

VERSUS

Walter J. Doe and Jean I. Doe, his wife, and Fred Heslington and Annie R. Heslington, his wife

No. 12,579 Equity.

ORDERED, This 4th day of June, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th 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 8th day of July next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of July, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 JUL 10 PM 3:50

Benjamin Michaelson
Judge

LIBER 118 PAGE 499

OFFICE F

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. 12,579 Equity

In the Matter of the Mortgaged Property of Walter I. Doe and Jean I. Doe, his wife

and

Fred Heslington and Annie R. Heslington, his wife

Ordered, this 4th day of June 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th 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 8th day of July next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

Ju-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,579.

Auditor account.

Walter I. Doe

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 3169 1958 JUL -9 PM 3:22

LIBER 118 PAGE 500

In the matter of the mortgaged	:	No. 12596 Equity
real estate of Reverdy Eddie	:	In the Circuit Court for
Catterton and Rose Marie	:	Anne Arundel County
Catterton, his wife	:	

Mr. Clerk,

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

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

FILED

1958 APR -1 AM 10:04

1 pm L 2958

LIBER 118 PAGE 501

LIBER 1022 PAGE 92

No. 12,595 Equity

No. 12,371 Equity

This Mortgage,

made this 18TH day of April in the year one thousand nine hundred and fifty-six, between

REVERDY EDDIE CATTERTON and ROSE MARIE CATTERTON, his wife of Anne Arundel Co, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

SEVEN THOUSAND DOLLARS - ($7,000.00)

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

By the payment of FIFTY ONE DOLLARS - - - - - - - - - - - - - - - - ($51.00) 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 27th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

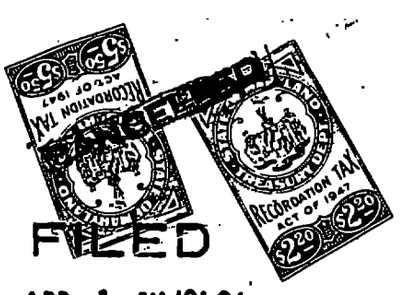
And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

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

KNOWN AND DESIGNATED as Lots Nos. 22, 24, 26 and 28, in Block 28, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A," which is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-1, Plat 5.

BEING the same property conveyed unto the within-named Mortgagors by Edward E. Thompson and Katherine G. Thompson, his wife, by deeds dated April 30, 1954 and March 26, 1956, and recorded among the Land Records of Anne Arundel County in Libers J.H.H. 830, Folio 342 and G.T.C 1011, Folio 448.



FILED

1958 APR -1 AM 10:04

FILED

~~1957 OCT 14 PM 2:57~~

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

Reverdy Eddie Catterton (SEAL)
Reverdy Eddie Catterton

Rose Marie Catterton (SEAL)
Rose Marie Catterton

..... (SEAL)

LIBER 118 PAGE 504

LIBER 1022 PAGE 95

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 28TH 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 said County, personally appeared Reverdy Eddie Catterton and Rose Marie Catterton, 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.

Norwood A. Wheeler
NOTARY PUBLIC

My Commission expires 7/6/57

Rec'd for record April 30, 1956, at 10:29 A.M.
Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE

FROM

REVERDY EDDIE CATTERTON AND

ROSE MARIE CATTERTON, HIS WIFE

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

RECEIVED FOR RECORD IN LIBER GTC
& RECORDED IN LIBER GTC
No. 1022 FOLIO 93
1956 APR 30 PM 10:29
ANNE ARUNDEL COUNTY
GEO. T. GROMWELL, CLERK

Received for record ..... M.
19 ..... at ..... o'clock
Same day recorded in Liber ..... Folio .....
No. ..... and examined per
the Land Records of Anne Arundel County .....
..... Clerk.
Cost of Record $ 1.50

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

LIBER 118 PAGE 505

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

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Reverdy Eddie Catterton and Rose Marie Catterton, his wife, dated April 28, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1022, Folio 92, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, APRIL 29, 1958

at 11 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 22, 24, 26 and 28, in Block 28, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. H. Rupert, Engineer, Section A" which is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-1, Plat 5.

Being the same property conveyed unto Reverdy Eddie Catterton and Rose Marie Catterton, his wife, by Edward E.Thompson and Katherine G. Thompson, his wife, by deeds dated April 30, 1954 and March 26, 1956 and recorded among the aforesaid Land Records in Libers J.H.H. 830, Folio 342 and G.T.C. 1011, Folio 448, respectively.

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
April 3, 10, 17 and 24

FILED
1958 APR -1 AM 10:04

2

6

LIBER 118 PAGE 506

In the Matter of the	:	No. 12,576 Equity
Mortgaged Real Estate	:	IN THE
of Reverdy Eddie Catterton and	:	CIRCUIT COURT
Rose Marie Catterton, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

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

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

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

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

William W. Townshend, Jr.
Attorney named in Mortgage

Subscribed and sworn to before
me this 15th day of April, 1958.

Alice Gary
Alice Gary, Notary Public

My commission expires 5/4/59

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED

1958 APR 16 AM 10:40

LIBER 118 PAGE 507

In the matter of the mortgaged : No. 12,596 Equity
real estate of Reverdy Eddie Catterton : In the Circuit Court for
and Rose Marie Catterton, his wife : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Reverdy Eddie Catterton and Rose Marie Catterton, his wife, dated April 28, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1022, Folio 92 ----------		$7,000.00
Total amount paid on principal	$ 196.70	
Credit expense account	59.95	
	$ 256.65	256.65
		$6,743.35
Interest 1/1/58 to 4/29/58		136.08
Total amount of mortgage indebtedness		$6,879.43

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of April, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage and he acknowledged the aforegoing statement of mortgage claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Alice Gary
Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED
1958 APR 16 AM 10:40

8

~~Mortgage~~ Attorney's Bond.

1-369

LIBER 118 PAGE 508 No. 12596 Equity

262854

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

LIBER 9 PAGE 289

60 JOHN STREET
NEW YORK, N.Y.

Know All Men by These Presents:

That we William W. Townshend Jr., of Towne-Worth Building, Annapolis, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND AND 00/100 ($7,000.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 22nd - day of April - - - - - - - - - in the year nineteen hundred and fifty-eight.

Whereas, the above bounden William W. Townshend Jr.

by virtue of the power contained in a Mortgage from Reverdy Eddie Catterton and Rose Marie Catterton, his wife

bearing date the 28th day of April nineteen hundred and fifty-six -

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1022, Folio 92, and

Lots 22,24,26 and 28 - Block 28 -7th Election District - Anne Arundel County, Maryland

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

Now the Conditions of this Obligation are Such, That if the above bounden William W. Townshend Jr.

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

Alice Gary

~~Attest~~ Witness as to Surety:

M.S. Kraus
M.S. Kraus

William W. Townshend Jr. (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-fact

FILED

1958 APR 24 AM 9:31

Bond Approved this 24th day of April 1958

George T. Cromwell, Clerk

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

Attorney's Sale

of valuable IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Reverdy Eddie Catterton and Rose Marie Catterton, his wife, dated April 28, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1022, Folio 92, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, April 29, 1958 at 11 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 22, 24, 26 and 28, in Block 28, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. H. Rupert, Engineer, Section A" which is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-1, Plat 5.

Being the same property conveyed unto Reverdy Eddie Catterton and Rose Marie Catterton, his wife, by Edward E. Thompson and Katherine G. Thompson, his wife, by deeds dated April 30, 1954 and March 26, 1956 and recorded among the aforesaid Land Records in Libers J.H.H. 830, folio 342 and G.T.C. 1011, Folio 448, respectively.

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.,
Towns-Worth Bldg., South St.
Annapolis, Md.

ROBERT H. CAMPBELL,
Auctioneer.

A-24

OFFICE F

Maryland Gazette

LIBER 118 PAGE 509 Published by
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 30, 1958

We hereby certify, that the annexed

Attorney's Sale

Reverdy Eddie Catterton

12.596

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of April, 1958. The first insertion being made the 3rd day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
MAY -1 PM 2:10

ROBERT. H. CAMPBELL - - LIBER 118 PAGE 510 - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Reverdy Eddie Catterton and Rose Marie Catterton, his wife, dated April 28, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1022, Folio 92, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, April 29, 1958

AT 11 O'CLOCK. A.M.

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 22, 24, 26 and 28, in Block 28, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A" which is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-1, Plat 5.

Being the same property conveyed unto Reverdy Eddie Catterton and Rose Marie Catterton, his wife, by Edward E. Thompson and Katherine G. Thompson, his wife, by deeds dated April 30, 1954 and March 26, 1956 and recorded among the aforesaid Land Records in Libers J.H.H. 830, Folio 342 and G.T.C. 1011, Folio 448, respectively.

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

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

For further particulars, apply to:

WM. W. TOWNSHEND, JR. Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

FILED

1958 MAY -5 PM 3:23

LIBER 118 PAGE 511

No 12,596
Equity

Annapolis, Maryland
April 29, 1958

I hereby certify that I have this 29th day of April, 1958, sold the property of William W. Townshend, Jr., Attorney, known as Lots Nos. 22, 24, 26 and 28, Block 28, Avalon Shores, Section A, Seventh Election District, Anne Arundel County, Maryland, unto

United Federal Savings and Loan Association of Glen Burnie

at and for the sum of

Seventy-four Hundred Fifty Dollars ----------($7,450.00)

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

Robert H. Campbell

Annapolis, Maryland
April 29, 1958

I/We hereby certify that I/we have this 29th day of April, 1958, purchased from William W. Townshend, Jr., Attorney, the property known as Lots Nos. 22, 24, 26 and 28, Block 28, Avalon Shores, Section A, Seventh Election District, Anne Arundel County, Maryland, at and for the sum of

Seventy-four Hundred Fifty Dollars ----------($7,450.00)

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

United Federal Savings and Loan Association of Glen Burnie

By: Wilmer M. Johnson

Purchaser

Wilmer M. Johnson, President

Purchaser

FILED

1958 MAY -5 PM 3:23

In the matter of the mortgaged	:	No. 12,596 Equity
real estate of Reverdy Eddie	:	In the Circuit Court
Catterton and Rose Marie	:	for
Catterton, 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 Reverdy Eddie Catterton and Rose Marie Catterton, his wife, dated April 28, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1022, Folio 92, the 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 Press, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, April 29, 1958, at 11 o'clock A.M., and then and there sold the said property unto United Federal Savings and Loan Association of Glen Burnie, a body corporate, at and for the sum of Seven Thousand Four Hundred Fifty Dollars ($7,450.00), 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 Seventh Election District of Anne Arundel County, Maryland, known and designated as Lots Nos. 22, 24, 26 and 28, in Block 28, as shown on a certain map entitled "Avalon Shores, Anne

FILED
1958 MAY -5 PM 3:23

Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A" which is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-1, Plat 5.

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the purchaser's agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

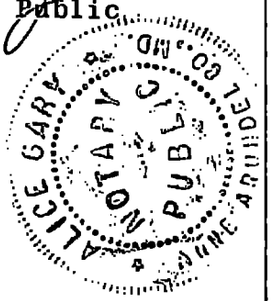
William W. Townshend, Jr.,
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of April, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.

Alice Gary
Alice Gary, Notary Public



ORDER NISI

LIBER 118 PAGE 514

In the matter of the Mortgaged Real Estate of Reverdy Eddie Catterton and Rose Marie Catterton, ~~his~~ his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No 12,596 Equity

Ordered, this 5 day of May, 19 58 That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage ~~Trustee~~.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9 day of June next, Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9 day of June next

The report states that the amount of sale ~~was~~ was $ 7,450.00

George T Cromwell Clerk

True Copy,

FILED 1958 MAY -5 PM 3:23

TEST Clerk

(Final Order)

In the matter of the Mortgaged Real Estate of Reverédy Eddie Catterton and Rose Marie Catterton, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of June, 19 58 that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause, and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor

Matthew S. Evans Judge

FILED

1958 JUN 10 PM 3 30

15

LIBER 118 PAGE 515

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. 12,596 Equity

In the Matter of the Mortgaged Real Estate of
Reverdy Eddie Catterton and Rose Marie Catterton, his wife

Ordered, this 5th day of May, 1958, That the sale of the Property in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of June next.

The report states that the amount of sale was $7,450.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29, 1958

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 12,596

Beverdy Eddie Catterton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of June, 1958. The first insertion being made the 8th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 2324 1958 MAY 29 PM 3:22 By H. Tilghman

LIBER 118 PAGE 516

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~XYSX~~
Reverdy Eddie Catterton
and
Rose Marie Catterton, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,596 Equity

To the Honorable, the Judges of said Court:

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

June 19, 1958

All of which is respectfully submitted.

Laura R. Ficklin
Auditor.

FILED

1958 JUN 23 AM 11:59

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Reverdy Eddie Catterton and Rose Marie Catterton, his wife

To Attorney for Commissions, viz:	253	50		
To Attorney for Fee, viz:	100	00	353	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	75		
Auditor - stating this account	13	50	53	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	99		
New Amsterdam Casualty Co. - bond premium	28	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Alice Gary - notary fees	1	50	152	50
To Attorney for Taxes, viz: 1958 State and County taxes ($80.19) - adjusted to 4/29/58	26	72	26	72
To Attorney for Liens, viz: Avalon Shores, Inc. - road maintenance from 1/1/48 - 1/1/58	46	40	46	40
To United Federal Savings and Loan Ass'n of Glen Burnie, Md.,-mortgagee - this balance on account mortgage claim	6,817	63	6,817	63
			7,450	00
Amount of mortgage claim filed	6,879	43		
Cr. Amount allowed above	6,817	63		
Balance subject to decree in personam	61	80		

18

with

Cr.

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

1958 Apr.	29	Proceeds of Sale	7,450 00	7,450 00
				7,450 00

1958 JUN 23 AM 11:59 FILED

ORDER NISI LIBER 118 PAGE 519 **In the**

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Reverdy Eddie Catterton and Rose Marie Catterton, his wife

No. 12,596 Equity.

ORDERED, This 23rd day of June, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of August, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 AUG -5 PM 3:20

/s/ Benjamin Michaelson
Judge.

LIBER 118 PAGE 520

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. 12,596 Equity

In the Matter of the Mortgaged Real Estate of
REVERDY EDDIE CATTERTON
and
ROSE MARIE CATTERTON, his wife

Ordered, this 23rd day of June, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of July next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

Jy-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 4, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,596

Auditor Account

Reverdy Eddie Catterton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of July, 1958. The first insertion being made the 24th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. ---------- 1958 AUG -4 PM 12:15 By H. Tilghman

LASTING HOMES INC. 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md. COMPLAINANT VS James T. Gross and Evelyn M. Gross, His Wife, 110 Dickens Street, Fernglen Manor, Glen Burnie, Maryland. RESPONDENTS	IN THE LIBER 118 PAGE 521 CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, EQUITY NO. 12,623

PETITION FOR THE SALE OF PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Complainant respectfully shows:

1. That on the 16th day of February, 1957, the Respondents, as Buyers, entered into a Land Installment Contract with Lasting Homes, Inc., a body corporate of the State of Maryland as Seller of certain property in Anne Arundel County therein described, wherein the said Buyers assented to the passing of a Decree for the sale of said property to take place at any time after failure of the Buyers to make payments as provided in said contract, all of which will appear by reference to said Land Installment Contract hereinbefore filed as "Exhibit No. 1" in this cause.

2. That default in payments under the aforesaid contract having occurred, notice thereof was sent to the Respondents by United States mail.

3. 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.

Frankie Wilson

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

LASTING HOMES, INC.

BY Walton D. Wilson

Walton D. Wilson, President

FILED

1958 APR 16 AM 9:34

Complainant's Exhibit No. 1

LIBER 118 PAGE 522

Equity No. 12,623

Standard Land Installment Contract

Approved by Real Estate Board of Baltimore

This Agreement of Sale, made this 16th day of February, 195 7, between Lasting Homes, Inc., [redacted] and whose post-office address is 25 Baltimore-Annapolis Boulevard, N.W., Glen Burnie, Maryland, Seller, and James T. Gross and Evelyn M. Gross, his wife, who resides at 438 Kingwood Road, Linthicum Heights, Md., and whose post-office address is 438 Kingwood Road, Linthicum Heights, 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 5th Election District Anne Arundel County, Maryland.

Lot 9 and 10, Block N Fernglen Manor, improved by a one story frame dwelling, known as premises 110 Dickens Street, Fernglen Manor, Glen Burnie, Maryland, subject to an annual ground rent of $90.00,

at and for the cash price of ..... $ 11,000.000

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

Insurance, covering loss by fire, 11,000.00

in the amount of $ 11,000., payable to Seller and/or Buyer as their interests may appear.

Policy expires 5 years from date 1st year premium 33.00

Total Purchase Price ..... $ 11,033.00

Paid on account by Buyer, Cash ..... $ 300.00

Principal balance owed by Buyer ..... $ 10,733.00

Credit to be given Purchasers, account painting 250.00

10,483.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller in amount $450.00 on a 120 day note, payable $112.50 each 30 days consecutively as f 3/1/57 at (Place of payment) 25 Baltimore-Annapolis Boulevard, N.W., Glen Burnie, Maryland, after which four months payments

consecutive (monthly) installments of $ 85.00 each, which shall severally become due and payable on the 1st day of each and every month thereafter.

day of .

Interest at 6 % per annum on present unpaid balance of purchase price ..... $ 10,483.00

Annual Ground Rent (if any) ..... $ 90.00

Present Annual Taxes estimated ..... $ 100.00

Estimated Annual Water benefit ..... $ 37.50

Insurance Premiums ..... $ 33.00

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 redemption of obligation under this contract:

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1958 APR 16 AM 9:24

LIBER 118 PAGE 523

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.....6.... 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.

9. That payments will be made between the 1st and 10th days of each and every month, and in the event BUYERS do not make payment by the 10th day of the month in which it is due, there will be a penalty of 4% of the monthly installment. And said penalty must be paid in cash on, or before, the following monthly installment date, or this contract becomes in default, subject to the terms as set forth herein.

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.

LASTING HOMES, INC.,

Frankie Wilson (SEAL)
Witness

By Walton D. Wilson (SEAL)
Seller's Signature

Frankie Wilson
Witness

Walton D. Wilson, President
Seller's Signature

Date signed by Seller February 16, 1957

James T. Gross (SEAL)
Buyer's Signature

Frankie Wilson
Witness

Evelyn M. Gross (SEAL)
Buyer's Signature

Frankie Wilson
Witness

Date signed by Buyer February 16, 1957

RECEIPT FOR COPY OF THIS CONTRACT

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

16th day of February 1957.

James T. Gross
Buyer

Frankie Wilson
WITNESS

Evelyn M. Gross
Buyer

Frankie Wilson
WITNESS

"Complainant's Exhibit" LIBER 118 PAGE 524

No. 3

TELEPHONES [redacted]

SOUTHFIELD 6-4560

LASTING HOMES, INC.

Equity No. 12,623

25 BALTIMORE-ANNAPOLIS BOULEVARD, N. W.

GLEN BURNIE, MARYLAND

April 15, 1958

James T. Gross,
Evelyn M. Gross,
110 Dickens Street,
Fernglen Manor, Glen Burnie, Maryland.

STATEMENT OF CLAIM

Contract purchase price				$ 11,000.00
Less note				1,000.00
				$ 10,000.00
Payments on Contract		$ 1,334.68		
Less:				
Interest	$ 779.69			
Taxes	286.06			
Water-Sewer Benefit	101.25			
Checks, returned by Bank, marked NFS	263.00			
Insurance	51.48			
Ground Rent	75.00			
	1,556.48	1,556.48		
DEFICIT - - - - - -			$ 221.80	221.80
NOTE		1,000.00		
Payments	417.00			
Credit by Vendor-paint	250.00			
	$667.00	667.00		
BALANCE DUE ON NOTE - - - - - - -		$ 333.00	333.00	333.00
Total ~~arrears~~ - - - - - - - - - - - - - - - - - -			$ 554.80	
Total balance due				$10,554.80

Subscribed and sworn to this 15th day of April, 1958, by Walton D. Wilson, President of Lasting Homes, Inc.

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public

Walton D. Wilson
Walton D. Wilson, President
Lasting Homes, Inc.

FILED
1958 APR 16 AM 9:34

VIVIAN D. SCHAUMLOEFFEL NOTARY PUBLIC Anne Arundel County, Md.

Equity No. 12,623

LIBER 118 PAGE 525

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Lasting Homes, Inc.
Plaintiff .

vs.

James T. Gross and Evelyn M. Gross, his wife
Defendent .

STATE OF MARYLAND, Anne Arundel ~~City~~ County, Sct:

I, Walton D. Wilson, being duly sworn, do depose and say:

(1) That I am a resident of Anne Arundel County in the State of Maryland.

(2) That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether James T. Gross, one of the Defendant s in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendant is about 28 years of age, is married, has one child, lives with his wife and child at 110 Dickens Street, Fernglen Manor, Glen Burnie, Md. is employed by self at and has been so employed for about three years.

(4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within thirty * days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 15th day of April, 19~~4~~ 58

Walton D. Wilson
Walton D. Wilson Affiant.

NOTARY PUBLIC ANNE ARUNDEL COUNTY FRANKIE D. WILSON

Frankie D. Wilson
Frankie D. Wilson Notary Public.

*Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

FILED

1958 APR 16 AM 9:34

5'

LASTING HOM[illegible], INC., 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md. COMPLAINANT	LIBER 118 PAGE 526
VS	IN THE
	CIRCUIT COURT
James T. Gross and Evelyn M. Gross, His Wife, 110 Dickens Street, Fernglen Manor, Glen Burnie, Maryland. RESPONDENTS	FOR ANNE ARUNDEL COUNTY
	EQUITY NO. 12,623

CERTIFICATE UNDER SECTION 121, ARTICLE 21

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I HEREBY CERTIFY that, as the personal representative and attorney for the Complainant (Vendor), I did the following, in compliance with the provisions of Section 121 of Article 21 of the Annotated Code of Maryland:

1. The Vendees, James T. Gross and Evelyn M. Gross, His Wife, being in default under the terms of Land Installment Contract dated February 16, 1957, which said Land Installment Contract is filed herewith, marked "Complainant's Exhibit No. 1", I sent them a letter by United States mail, dated March 11, 1958, notifying them of the Vendor's intention to terminate. A carbon copy of said letter is filed herewith and prayed to be taken as a part hereof.

2. The letter, original carbon copy of which is filed herewith, stated the amount then in default, and in conformity with the statute also showed that the contract would terminate on April 12, 1958, unless prior thereto the said Vendees will have complied with the terms and conditions of the contract by paying all arrearages then due and balance due on note. The letter was dated March 11, 1958 and mailed March 11, 1958.

Frankie Wilson

Frankie Wilson, Attorney for Complainant,
25 Balto.-Annapolis Blvd.,N.W.,
Glen Burnie, Maryland.

Subscribed and sworn to before me this 15th day of April, 1958.

Vivian D. Schaumloeffel

Vivian D. Schaumloeffel Notary Public

Exhibits filed:
Land Installment Contract
Carbon copy of Letter
Statement of Claim

FILED
1958 APR 16 AM 9:34

VIVIAN D. SCHAUMLOEFFEL NOTARY PUBLIC Anne Arundel County, Md.

ORDER OF PUBLICATION
Frankie Wilson, Attorney LIBER 118 PAGE 527
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland

Equity No. 17623

TRUSTEE'S SALE
Of Valuable Leasehold Property
No. 110 Dickens Street, Fernglen Manor, Glen Burnie P.O., Md.
Fifth District, Anne Arundel County, Maryland

By virtue of the powers vested in me under the provisions of Article 21, Section 121, Section 5 of the Code of Public General Laws of Maryland, 1951 Edition, suit having been docketed in the Circuit Court for Anne Arundel County, entitled "Lasting Homes, Inc. vs James T. Gross and Evelyn M. Gross, His Wife", Equity No.
the undersigned Trustee of a certain Land Installment Sales Agreement, dated February 16, 1957, will sell at public auction on the premises on

FRIDAY, MAY 16, 1958

at 4:00 P.M., all that lot of ground and improvements thereon situate in the Fifth Election District, Anne Arundel County, Maryland, known as premises No. 110 Dickens Street, and described as follows:

Lots 9 and 10, Block N, Fernglen Manor, improved by a one-story frame dwelling, known as premises 110 Dickens Street, Fernglen Manor, Glen Burnie, Maryland.

BEING Lots 9 and 10 as shown on Plat Book 24, Folio 17 and being part of ground from John Herbert Pumphrey, et als, to Lasting Homes, Inc., recorded among the Land Records of Anne Arundel County in Liber JHH 772, Folio 285, subject to an Annual Ground Rent of $90.00.

TERMS OF SALE: Cash deposit of $500.00 will be required at the time of sale; balance in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County. Interest to be paid on the unpaid purchase price from the day of sale to the date of settlement. Taxes, ground rent, water rent and all other charges to be adjusted to date of sale.

Frankie Wilson, Trustee,
25 Balto.-Annapolis Blvd., N.W.
Glen Burnie, Maryland.

ROBERT CAMPBELL,
Auctioneer

FILED
1958 APR 16 AM 9:34

LASTING HOMES, INC.
25 Balto.-Annapolis Blvd., N.W.,
Glen Burnie, Md.
COMPLAINANT

VS

James T. Gross and
Evelyn M. Gross, His Wife,
110 Dickens Street,
Fernglen Manor,
Glen Burnie, Maryland.
RESPONDENTS

LIBER 118 PAGE 528

IN THE
CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
EQUITY NO. 12,623

DECREE

The Petition for Sale and other proceedings in the above cause having been submitted, the proceedings therein were read and considered.

It is thereupon this 16th day of April, 1958, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the property described in the Land Installment Contract in these proceedings mentioned, be sold; that Frankie Wilson, Solicitor for Complainant, be and she is hereby appointed Trustee to make said sale, and that the course and manner of her proceedings shall be as follows:

She shall first file with the Clerk of this Court a bond to the State of Maryland, executed by herself and a surety, or sureties, to be approved by this Court or by the Clerk thereof in the penalty of Eleven Thousand dollars, conditioned for the faithful performance of the trust reposed in her by this decree, or to be reposed in her by any future decree or order in the premises. She shall then proceed to make the said sale, having first given at least 3 weeks notice by advertisement inserted in such newspaper of general circulation in Anne Arundel County, as she shall think proper, of the time, place and manner and terms of sale, which shall be a deposit of five hundred dollars at time of sale, the balance to be paid on ratification of sale, with interest at 6% per annum from day of sale, or all cash, at option of buyer; and as soon may be convenient after such sale the said Trustee shall return to this Court a full and particular account of her proceedings relative to the sale, with affidavit annexed of the truth thereof and of the fairness of said sale, and obtain the court's ratification of the sale and the payment of the real purchase money (and not before) the said Frankie Wilson, Trustee,

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1958 APR 16 PM 4:21

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, ~~in fee simple~~ the property and estate to him, her, or them, a good, free, clear and discharged from all claims of the parties hereto, Lasting Homes, Inc., sellers, and James T. Gross and Evelyn M.Gross, buyers, and Frankie Wilson, Trustee, and those claiming by, from or under them. And the said Frankie Wilson, Trustee, shall bring into Court the money arising from said sale, to be distributed under the direction of this court after deducting all expenses incident to said sale, including the cost of this suit, and such commission to the said Frankie Wilson, Trustee, as this court shall think proper to allow, considering the skill, attention and fidelity wherewith she shall appear to have discharged her trust.

Benjamin Michaelson
JUDGE

9

1M—5-49.

LIBER 118 PAGE 530

No. 12,623 Equity

LIBER 9 PAGE 288

Know All Men by these Presents:

That we, (MRS.) FRANKIE WILSON, 25 Baltimore-Annapolis Boulevard, S. W. Glen Burnie, Maryland, as Principal

and AMERICAN EMPLOYERS' INSURANCE COMPANY, a corporation of the Commonwealth of Massachusetts, Boston, Mass., as Surety are held and firmly bound unto the State of Maryland in the full and just sum of Twelve Thousand & No/100 ($12,000.00)

Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 16th day of April in the year nineteen hundred and fifty-eight

WHEREAS, the above bounden (MRS.) FRANKIE WILSON

Land Installment Contract

by virtue of the power contained in a mortgage from James T. Gross & Evelyn M. Gross

bearing date the 16th day of Feb. nineteen hundred and fifty-seven and recorded among the Mortgage Records of ~~Baltimore~~ Anne Arundel County in Liber No. 17 Folio 12,623 and

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

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH:

That if the above bounden (MRS.) FRANKIE WILSON

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

Signed, Sealed and Delivered in the presence of

Viviane D. Schaumloeffel

Caroline Legambi

Caroline Legambi (As to Surety)

Frankie Wilson [SEAL]
(Mrs.) Frankie Wilson

[SEAL]

AMERICAN EMPLOYERS' INSURANCE COMPANY [SEAL]

By: Doris E. Siffrin
Doris E. Siffrin, Attorney-in-Fact

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1958 APR 22 AM 10:45

Bond Approved this 22 day of April 1958.
George T. Cromwell, Clerk

LIBER 118 PAGE 531

Equity 12,623

This is to certify that I have this day sold at public auction for Frankie Wilson, Trustee, the property described in the advertisement attached hereto, to Lasting Homes, Inc., for sum of $10,555.00 and that said sale was fairly made.

Robert H. Campbell, Auctioneer

FRANKIE WILSON, Attorney
25 Baltimore-Annapolis Boulevard, N. W.,
Glen Burnie, Maryland

Trustee's Sale

EQUITY 12,623
OF VALUABLE LEASEHOLD PROPERTY

No. 110 Dickens Street,
Fernglen Manor, Glen Burnie
P.O., Md.
Fifth District, Anne Arundel
County, Maryland

By virtue of the powers vested in me under the provisions of Article 21, Section 121, Section 5 of the Code of Public General Laws of Maryland, 1951 Edition, suit having been docketed in the Circuit Court for Anne Arundel County, entitled "Lasting Homes, Inc. vs James T. Gross and Evelyn M. Gross, His Wife", Equity No. 12,623.
the undersigned Trustee of a certain Land Installment Sales Agreement, dated February 16, 1957, will sell at public auction on the premises on

Friday, May 16, 1958

at 4:00 P.M., all that lot of ground and improvements thereon situate in the Fifth Election District, Anne Arundel County, Maryland, known as premises No. 110 Dickens Street, and described as follows:

Lots 9 and 10, Block N, Fernglen Manor, improved by a one-story frame dwelling, known as premises 110 Dickens Street, Fernglen Manor, Glen Burnie, Maryland.

BEING lots 9 and 10 as shown on Plat Book 24, Folio 17 and being part of ground from John Herbert Pumphrey, et als, to Lasting Homes, Inc., recorded among the Land Records of Anne Arundel County in Liber JHH 772, Folio 285, subject to an Annual Ground Rent of $90.00.

TERMS OF SALE: Cash deposit of $500.00 will be required at the time of sale; balance in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County. Interest to be paid on the unpaid purchase price from the day of sale to the date of settlement. Taxes, ground rent, water rent and all other charges to be adjusted to date of sale.

FRANKIE WILSON, Trustee
25 Balto-Annapolis Blvd., N.W.
Glen Burnie, Maryland
ROBERT H. CAMPBELL,
Auctioneer M-15

FILED

1958 MAY 19 AM 10:41

Glen Burnie, Maryland

May 16, 1958

THIS IS TO CERTIFY that I have this day purchased from Frankie Wilson, Trustee, at public sale, the property mentioned and referred to in the annexed advertisement of sale, it being the same property mentioned and referred to in a Land Installment Sales Agreement from James T. Gross and Evelyn M. Gross, his wife, to Lasting Homes, Inc., dated February 16, 1957, and recorded among the Land Records of Anne Arundel County in Equity 12,623, at and for the sum of Ten Thousand Five Hundred and Fifty-five Dollars ($10,555.00) of which said sum I have paid the sum of Five Hundred Dollars ($500.00) and I do hereby agree to comply with the terms of sale in the advertisement thereof hereto annexed.

LASTING HOMES, INC.,

Walton D. Wilson (SEAL)

Walton D. Wilson - President

President

WITNESS:

Robert H. Campbell

Received of Five Hundred Dollars ($500.00) the sum and amount of Five Hundred Dollars ($500.00) deposited on account of the purchase price of the property hereinbefore referred to.

Frankie Wilson

Frankie Wilson, Trustee,
25 Baltimore-Annapolis Blvd., N.W.,
Glen Burnie, Maryland.

FILED

1958 MAY 19 AM 10:41

...nty Business Manager M-15

FRANKIE WILSON, Attorney
Baltimore-Annapolis Boulevard,
N. W.,
Glen Burnie, Maryland

Trustee's Sale

EQUITY 12,623 OF VALUABLE LEASEHOLD PROPERTY

No. 110 Dickens Street,
Fernglen Manor, Glen Burnie
P.O., Md.
Fifth District, Anne Arundel
County, Maryland

By virtue of the powers vested in me under the provisions of Article 21, Section 121, Section 5 of the Code of Public General Laws of Maryland, 1951 Edition, suit having been docketed in the Circuit Court for Anne Arundel County, entitled "Lasting Homes, Inc. vs James T. Gross and Evelyn M. Gross, His Wife", Equity No. 12,623, the undersigned Trustee of a certain Land Installment Sales Agreement, dated February 16, 1957, will sell at public auction on the premises on

Friday, May 16, 1958

at 4:00 P.M., all that lot of ground and improvements thereon situate in the Fifth Election District, Anne Arundel County, Maryland, known as premises No. 110 Dickens Street, and described as follows:

Lots 9 and 10, Block N, Fernglen Manor, improved by a one-story frame dwelling, known as premises 110 Dickens Street, Fernglen Manor, Glen Burnie, Maryland.

BEING lots 9 and 10 as shown on Plat Book 24, Folio 17 and being part of ground from John Herbert Pumphrey, et als, to Lasting Homes, Inc., recorded among the Land Records of Anne Arundel County in Liber JHH 772, Folio 285, subject to an Annual Ground Rent of $90.00.

TERMS OF SALE: Cash deposit of $500.00 will be required at the time of sale; balance in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County. Interest to be paid on the unpaid purchase price from the day of sale to the date of settlement. Taxes, ground rent, water rent and all other charges to be adjusted to date of sale.

FRANKIE WILSON, Trustee
25 Balto-Annapolis Blvd., N.W.
Glen Burnie, Maryland
ROBERT H. CAMPBELL,
Auctioneer M-15

12

LASTING HC `S, INC., 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md. COMPLAINANT	LIBER 118 PAGE 533 IN THE CIRCUIT COURT
VS	FOR ANNE ARUNDEL COUNTY
James T. Gross and Evelyn M. Gross, His Wife, 110 Dickens Street, Fernglen Manor, Glen Burnie, Maryland. RESPONDENTS	EQUITY NO. 12,623

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Frankie Wilson, Trustee, named in Land Installment Sales Agreement dated February 16, 1957, from James T. Gross and Evelyn M. Gross, his wife, and filed in this proceeding, said cause pending, respectfully shows:

1. That after giving a Bond with surety for the faithful discharge of her trust, 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, the said Frankie Wilson, under and by virtue of the power and authority contained in said Land Installment Sales Agreement (after default having occured thereunder) and pursuant to said notice on the 16th day of May, 1958, at 4:00 P.M., Daylight Savings Time, on the premises then and there sold the property described in said mortgage which property is more particularly described as follows:

LOTS 9 and 10, Block N, Fernglen Manor, situate in the Fifth Election District, Anne Arundel County, Maryland, known as premises No. 110 Dickens Street, improved by a one-story frame dwelling.

BEING lots 9 and 10 as shown on Plat Book 24, Folio 17 and being part of ground from John Herbert Pumphrey, et als, to Lasting Homes, Inc., recorded among the Land Records of Anne Arundel County in Liber JHH 772, Folio 285, subject to an Annual Ground Rent of $90.00.

TERMS OF SALE: Five hundred dollars ($500.00) cash deposit required at time of sale and balance cash upon ratification by the Circuit Court for Anne Arundel County, with interest at 6% from day of sale; taxes, ground rent, water rent and all other

FILED
1958 MAY 19 AM 10:41

13

charges to be adjusted to date of sale.

The said property was sold, as aforesaid, to Lasting Homes, Inc., at and for the sum of ten thousand five hundred and fifty-five dollars ($10,555.00) subject to an annual ground rent of ninety ($90.00), the said purchaser being then and there the highest bidder.

Frankie Wilson

Frankie Wilson, Trustee,
25 Balto.-Annapolis Blvd.,N.W.,
Glen Burnie, Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 16th day of May, in the year one thousand nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Frankie Wilson and made oath in due form of law that the matters and facts above recited are true and that the said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Vivian D. Schaumloeffel

Vivian D. Schaumloeffel, Notary Public

VIVIAN D. SCHAUMLOEFFEL NOTARY PUBLIC Anne Arundel County, Md.

14

ORDER NISI

LIBER 118 PAGE 535

LASTING HOMES, INC.

versus

JAMES T. GROSS and
EVELYN M. GROSS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No 12,623 Equity

Ordered, this 19th day of May, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Frankie Wilson Trustee~~x~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of June next, Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of June next

The report states that the amount of sale was $ 10,555.00

FILED 1958 MAY 19 am 10:41

George T Cromwell Clerk

True Copy,

TEST Clerk

(Final Order)

LASTING HOMES, INC.

versus

JAMES T. GROSS and
EVELYN M. GROSS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of June, 1958, 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

FILED

1958 JUN 26 PM 2 39

Benjamin Michaelson
Judge

15

FRANKIE WILSON, Attorney
25 Baltimore-Annapolis Boulevard, N. W.,
Glen Burnie, Maryland

Trustee's Sale

EQUITY 12,623
OF VALUABLE LEASEHOLD PROPERTY

No. 110 Dickens Street, Ferndlen Manor, Glen Burnie P.O., Md.
Fifth District, Anne Arundel County, Maryland

By virtue of the powers vested in me under the provisions of Article 21, Section 121, Section 5 of the Code of Public General Laws of Maryland, 1951 Edition, suit having been docketed in the Circuit Court for Anne Arundel County, entitled "Lasting Homes, Inc. vs James T. Gross and Evelyn M. Gross, His Wife", Equity No. 12,623.
the undersigned Trustee of a certain Land Installment Sales Agreement, dated February 16, 1957, will sell at public auction on the premises on

Friday, May 16, 1958

at 4:00 P.M., all that lot of ground and improvements thereon situate in the Fifth Election District, Anne Arundel County, Maryland, known as premises No. 110 Dickens Street, and described as follows:

Lots 9 and 10, Block N, Fernglen Manor, improved by a one-story frame dwelling, known as premises 110 Dickens Street, Fernglen Manor, Glen Burnie, Maryland.

BEING lots 9 and 10 as shown on Plat Book 24, Folio 17 and being part of ground from John Herbert Pumphrey, et als, to Lasting Homes, Inc., recorded among the Land Records of Anne Arundel County in Liber JHH 772, Folio 285, subject to an Annual Ground Rent of $90.00.

TERMS OF SALE: Cash deposit of $500.00 will be required at the time of sale; balance in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County. Interest to be paid on the unpaid purchase price from the day of sale to the date of settlement. Taxes, ground rent, water rent and all other charges to be adjusted to date of sale.

FRANKIE WILSON, Trustee
25 Balto-Annapolis Blvd., N.W.
Glen Burnie, Maryland

ROBERT H. CAMPBELL,
Auctioneer

M-15

LIBER 118 PAGE 536

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 11, 1958

We hereby certify, that the annexed

Trustee's Sale

Eq. 12,623

James T. Gross

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 May, 1958. The first insertion being made the 24th day of April, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUN 12 PM 1:47 By H. Tilghman

LIBER 118 PAGE 537

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,623 Equity

LASTING HOMES, INC.,
versus
JAMES T. GROSS and EVELYN M. GROSS, his wife

Ordered, this 19th day of May, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Frankie Wilson, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of June next.

The report states that the amount of sale was $10,555.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,623.

James T. Gross

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of June, 1958. The first insertion being made the 22nd day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1958 JUN 16 PM 2:49

No. M. G. 2389

In the Case of LIBER 118 PAGE 538

Lasting Homes, Inc.

VS.

James T. Gross

and

Evelyn M. Gross, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,623 Equity

To the Honorable, the Judges of said Court:

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

July 2, 1958

All of which is respectfully submitted.

Laura K. Ecklund

Auditor.

FILED

1958 JUL -8 PM 3:31

Dr. Lasting Homes, Inc. - James T. Gross and Evelyn M. Gross, his wife in ac.

To Trustee for Commissions, viz:	346	65	346	65
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	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
American Employers Ins. Co. - bond premium	48	00		
Robert H. Campbell - auctioneer's fee	25	00		
Vivian D. Schaumloeffel - notary fees	1	00	131	76
To Trustee for Benefit Charges, viz:				
Metered water to 6/1/58	3	60	3	60
To Lasting Homes, Inc., Vendor named in Contract of Sale filed in these proceedings - this balance on account claim filed	10,195	30	10,195	30
			10,728	81
Amount of Vendor's claim filed	10,554	80		
Cr. Amount allowed above	10,195	30		
Balance due	359	50		

with

Frankie Wilson, Trustee

Cr.

1958						
May	16	Proceeds of Sale	10,555	00	10,555	00
		Refund 1958 State and County taxes - 7 months 15 days	90	72		
		Refund 1958 water and sewer benefit charges ($63.75) - 7 months 15 days	39	84		
		Refund ground rent - adjusted	43	25	173	81
					10,728	81

ORDER NISI LIBER 118 PAGE 541

Lasting Homes, Inc.

VERSUS

James T. Gross

and

Evelyn M. Gross, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

FILED 1958 JUL -8 PM 3:31

No. 12,623 Equity.

ORDERED, This 8th day of July, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of August next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of August, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 AUG 20 PM 3:15

Matthew S. Crane

Judge

LIBER 118 PAGE 542

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1958

We hereby certify, that the annexed

Order Nisi - Circuit Court - Eq 12623

James T. Gross

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of August, 1958. The first insertion being made the 17th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

AUG 12 PM 1:10

No. M. G. 2733 1958

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,623 Equity

LASTING HOMES, INC.
VERSUS
JAMES T. GROSS and
EVELYN M. GROSS, his wife

Ordered, this 8th day of July, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of August next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Jy-31

LIBER 118 PAGE 543

NOAH A. HILLMAN Attorney named in Mortgage,	*	IN THE
	*	CIRCUIT COURT
PLAINTIFF	*	FOR
VS	*	ANNE ARUNDEL COUNTY
	*	NO. 12633 EQUITY
PETER G. KARANGELEN and DEMTRA JENNIE KARANGELEN, his wife	*	
	*	
DEFENDANTS	*	

ORDER TO DOCKET FORECLOSURE SUIT

* * * * * *

MR. CLERK.

Please docket this foreclosure of mortgage suit and file the original mortgage from Peter G. Karangelen and Demtra Jennie Karangelen, his wife, to The Legum Realty Corporation, dated December 14, 1949, recorded among the Land Records of Anne Arundel County in Liber JHH No. 552, folio 131, Etc.

Noah A Hillman
Attorney named in Mortgage

NOAH A HILLMAN
ATTORNEY AT LAW
ANNAPOLIS MARYLAND
Co. 3--3131

FILED
1958 APR 29 PM 12 35

MORTGAGE FEE—COUNTY—$4.

LIBER 118 PAGE 544

LIBER 552 PAGE 131 No. 12,633 Equity

PURCHASE MONEY

This Mortgage, Made this 14th day of December,

in the year nineteen hundred and forty-nine, by PETER G. KARANGELEN and DEMTRA JENNIE KARANGELEN, his wife,

Mortgagors of the City of Annapolis, in the State of Maryland, of the first part, and THE LEGUM REALTY CORPORATION, a body corporate of the State of Maryland,

Mortgagee, of the second part.

WHEREAS, the mortgagors have purchased the property herein described from the mortgagee and there is a balance of $6700.00 of the purchase money remaining unpaid.

WHEREAS, the mortgagors are indebted to the mortgagee, as aforesaid, in the sum of $6700.00, which sum, with interest at the rate of six per cent per annum, the mortgagors agree to pay to the mortgagee at the rate of $ 100.00 per month beginning on the 5th day of January, 1950 including therein first, taxes, water charges, fire insurance and interest and balance to be applied to principal and to secure said sum and interest these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, its successors and assigns in fee simple, all that lot or parcel of ground situate and lying in the City of Annapolis, Anne Arundel County, and described as follows:

The lot of ground situate on the West side of Washington Street, beginning for the same at a point in the West side of said Washington Street distant in a Southerly direction 75 feet six inches from the Southwest corner of said Street and Clay Street, and running from thence Westwardly and at right angles to Washington Street 111 feet, thence parallel with the line of Washington Street Southerly 14 feet, thence Eastwardly 111 feet to the West side of said Washington Street, thence with the same Northeastwardly, 14 feet to the place of beginning. The improvements thereon being known as Number 55 Washington Street.

BEING and intended to be the same lot of ground which by deed of even date herewith and recorded or intended to be recorded immediately prior hereto, was conveyed by the said The Legum Realty Corporation to Peter G. Karangelen and Demtra Jennie Karangelen, his wife.

FILED

1958 APR 29 PM 12:35

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of **the mortgagors, their**

heirs and assigns, forever.

PROVIDED, that if the said **mortgagors, their**

heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the **mortgagors**

shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagee, its successors or assigns,

[redacted] or Noah A. Hillman their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors [redacted] or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of one hundred dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors [redacted] and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said mortgagors for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors [redacted] and assigns, the improvements on the hereby mortgaged land to the amount of at least

Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its successors [redacted] and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors [redacted] and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:

Witness as to Demtra Jennie Karangelen
C. Osborne Duvall
C. OSBORNE DUVALL

Peter G. Karangelen (SEAL)
Peter G. Karangelen

Demtra Jennie Karangelen HER + MARK (SEAL)
Demtra Jennie Karangelen

_____ (SEAL)

_____ (SEAL)

4

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this 14th day of December in the year nineteen hundred and forty-nine before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Peter G. Karangelen and Demtra Jennie Karangelen, his wife the Mortgagor s named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Morris Legum, President of The Legum Realty Corporation, 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.

As Witness my hand and Notarial Seal.

Naomi K. Garner
NAOMI K. GARNER, Notary Public

Recorded-28th-Dec.-1949-at-2:25-P.M.

PURCHASE MONEY
MORTGAGE

FROM

Peter G. Karangelen and

Demtra Jennie Karangelen,

TO his wife

The Legum Realty Corporation

~~BLOCK NO.~~

Received for Record Dec 28, 1949 at 2:25 o'clock P. M. Same day recorded in Liber No. 552 Folio 131 &c., one of the Land Records of A. A. Co. examined per John Hopkins, Clerk.

Cost of Record, $4.50

The Daily Record Company, Baltimore, Md.

LIBER 118 PAGE 548

NOAH A. HILLMAN, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
vs	*	FOR ANNE ARUNDEL COUNTY
PETER G. KARANGELEN, et ux	*	NO. 12633 EQUITY

* * *

STATEMENT OF MORTGAGE CLAIM

* * *

Mortgage balance as of 11/16/57	$2821.28
Interest to 5/1/58 ($5\frac{1}{2}$ months)	77.57
Fire Insurance Premium 2/13/58	61.00
City of Annapolis - Water Dept.	11.26
Anne Arundel County - 1958 Taxes	45.48
	$3016.59

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 12th day of May, 1958, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Morris Legum, president of The Legum Realty Corporation, Mortgagee and made oath that the foregoing is a true statement of the amount of the mortgage's claim under the morgage filed in the foregoing cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

Grace Senseney
Notary Public

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1958 MAY 12 PM 1:23

6

#12 633 Equity

IN THE CIRCUIT COURT . OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 9 PAGE 310

Noah A. Hillman, Attorney
named in Mortgage

versus

Peter G. Karangelen and Demtra
Jennie Karangelen, his wife

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, Noah A. Hillman - as Principal , and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and no/100 - Dollars ($5,000.00) 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 27th day of May in the year of our Lord one thousand, nine hundred and fifty-eight.

WHEREAS THE ABOVE BOUNDEN Noah A. Hillman

attorney named in a mortgage with power of sale
~~by virtue of a decree of the Honorable the Judge of the Circuit Court~~
~~has been appointed trustee to sell~~
mentioned in the proceedings in the case of

Noah A. Hillman, Attorney Named in Mortgage

versus

Peter G. Karangelen and Demtra Jennie Karangelen, his wife

No. 12,633 Equity

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

Noah A. Hillman

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.

Morris Turk
MORRIS TURK

Noah A. Hillman (SEAL)
Noah A. Hillman

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By [illegible]
Attorney In Fact

Bond approved 28. May. 1958
George T. Cromwell
Clerk

FILED
1958 MAY 28 AM 10:40

GEORGE W. SCIBLE - - - LIBER 118 PAGE 550 - - - - - - Auctioneer

NOAH A. HILLMAN, Solicitor
Annapolis, Maryland

No. 12,633 Equity

PUBLIC SALE

Improved Fee Simple Property

SITUATE IN CITY OF ANNAPOLIS — 55 WASHINGTON ST.

By request of the Mortgagee and under and by virtue of the Power of Sale in the Mortgage to said Mortgagee, from Peter G. Karangelen and Demtra Jennie Karangelen, his wife, dated December 14, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 552, Folio 131, default having occurred in said mortgage, I will offer for sale at public auction **ON THE PREMISES**, 55 Washington St., Annapolis, Md.

Wednesday, June 18, 1958

AT 11 A.M.

the property in said mortgage described, being the following:

All of that property which by Deed dated December 14, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 552, folio 129, was conveyed by The Legum Realty Corporation to the Mortgagors. The lot being 14 feet on Washington Street with depth therefrom of 111 feet.

IMPROVED by a 2-story building, store front on ground floor and apartment on second floor.

TERMS OF SALE—A deposit of $500.00 will be required of purchaser at time of sale. Balance, with interest at 6%, to be paid upon final ratification of sale. All expenses, fire and glass insurance, taxes, water charges, to be adjusted to day of sale.

NOAH A. HILLMAN,
Attorney named in Mortgage

FILED
1958 JUN 24 PM 12:26

LIBER 118 PAGE 551

BUYERS CERTIFICATE

No. 12,633 Equity

We hereby certify that we purchased the property described on the reverse side of this handbill, at and for the price of $4300.00, being the highest bidder therefor; and agree to abide by the terms of sale as shown.

Witness our hands and seals, this 18th day of June, 1958.

Witness:

Morris Fink

E J Kramer (SEAL)

Sophie Kramer (SEAL)

EJK

AUCTIONEER'S CERTIFICATE

I hereby certify, that on this 18th day of June, 1958, I sold the property described on the reverse side of this handbill, at Public Auction on the premises, unto E. J. Kramer and Sophie Kramer, his wife at and for the price of $4300.00, they being then and there the highest bidder therefor.

Witness my hand and seal, the day and year above written.

Witness:

Morris Fink

[illegible] (SEAL)

AUCTIONEER

FILED

1958 JUN 24 PM 12:26

LIBER 118 PAGE 552

NOAH A. HILLMAN, Attorney Named In Mortgage	*	IN THE
	*	CIRCUIT COURT
vs		FOR
	*	ANNE ARUNDEL COUNTY
PETER G. KARANGELAN, et ux		NO. 12633 EQUITY
	*	

REPORT OF SALE

* * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Noah A. Hillman, Attorney named in mortgage in the above titled case, respectfully shows,

1. That the mortgage in this matter, being in default, he did by direction of the mortgagee after having given bond with security for the faithful performance of his trust and having complied with all the other prerequisites as required by law and giving notice of the time and place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper published in Anne Arundel County, for at least twenty days before the day of sale and by posting handbills in a number of public places, he did, pursuant to said notice, attend on the premises on the eighteenth day of June, 1958, at 11 o'clock a.m. and then and there did sell said property, to wit, the lot of ground improved by a building known as No. 55 Washington Street in the City of Annapolis, Maryland, under Edward J. Kramer and Sophia Kramer, his wife at and for the sum of $4300; they being at that time the highest bidders therefor.

2. That the terms of said sale required a deposit of $500, which was paid, balance with six per cent interest is to be paid upon final ratification of sale. All expenses, fire and glass insurance, taxes, water charges, to be adjusted to day of sale. And he files herewith a printed handbill on the reverse side of which is the agreement of the purchasers and auctioneer's certificate all of which he prays may be taken as a part hereof.

Respectfully submitted,

Noah A. Hillman
Attorney named in mortgage

FILED
1958 JUN 24 PM 12:26

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

10

LIBER 118 PAGE 553

NOAH A. HILLMAN, Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs		FOR
	*	ANNE ARUNDEL COUNTY
PETER G. KARANGELAN, et ux	*	NO. 12633 EQUITY

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 24 day of June, 1958, before me the subscriber, a Notary Public of the State of Maryland, Anne Arundel County, personally appeared Noah A. Hillman, Attorney named in the morgage, who executed the above report of sale before me and made oath, in due form of law, that the matters and things in the aforegoing report are true to the best of his knowledge and belief; and that the sale therein reported was fairly made.

As witness my hand and Notarial Seal.

Grace Sweeney
Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

//

ORDER NISI

LIBER 118 PAGE 554

NOAH A. HILLMAN, Attorney named in Mortgage

versus

PETER G. KARANGELAN, et ux.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,633 Equity

Ordered, this 24th day of June, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Noah A. Hillman, Attorney named in Mortgage

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

The report states that the amount of sale was $ 4,300.00

FILED 1958 JUN 24 PM 12:26

George T. Cromwell Clerk

True Copy,

TEST

Clerk

(Final Order)

NOAH A. HILLMAN, Attorney named in Mortgage

versus

PETER G. KARANGELAN, et ux

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

FILED

1958 JUL 30 PM 3.52

Benjamin Michaelson

Judge

12

LIBER 118 PAGE 555

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 12 633 Equity

NOAH A HILLMAN, Attorney named in Mortgage
VERSUS
PETER G KARANGELAN, et ux

Ordered, this 24th day of June 1958 That the sale of the property in these proceedings mentioned, made and reported by Noah A Hillman Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of July next Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of July next

The report states that the amount of sale was $4 300 00

GEORGE T CROMWELL, Clerk
True Copy TEST
GEORGE T CROMWELL, Clerk
Jy 17

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,633.
Peter G. Karangelan

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

THE CAPITAL-GAZETTE PRESS, INC

FILED

No M G 4358 1958 JUL 29 AM 11 By H. Tilghman

NOAH A. HILLMAN, Solicitor
Annapolis, Maryland

Public Sale

IMPROVED FEE SIMPLE PROPERTY

Situate In City of Annapolis
55 Washington St.

By request of the Mortgagee and under and by virtue of the Power of Sale in the Mortgage to said Mortgagee, from Peter G. Karangelen and Demtra Jennie Karangelen, his wife, dated December 14, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 552, folio 131, default having occurred in said mortgage, I will offer for sale at public auction ON THE PREMISES, 55 Washington St., Annapolis, Md.

Wed., June 18, 1958 at 11 A.M.

the property in said mortgage described, being the following::

All of that property which by Deed dated December 14, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 552, folio 129, was conveyed by The Legum Realty Corporation to the Mortgagors. The lot being 14 feet on Washington Street with depth therefrom of 111 feet.

IMPROVED by a 2-story building, store front on ground floor and apartment on second floor.

TERMS OF SALE—A deposit of $500.00 will be required of purchaser at time of sale. Balance, with interest at 6 per cent, to be paid upon final ratification of sale. All expenses, fire and glass insurance, taxes, water charges, to be adjusted to day of sale.

NOAH A. HILLMAN,
Attorney named in Mortgage.
GEORGE W. SCIBLE,
Auctioneer.

JU-17

No. M. G. 2234

OFFICE OF LIBER 118 PAGE 556

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1958

We hereby certify, that the annexed

Public Sale

Peter G. Karangelen

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 JUL 29 AM 11:48 Johnson

LIBER 118 PAGE 557

In the Case of

Noah A. Hillman,
Attorney named in Mortgage
vs.
Peter G. Karangelen
and
Demtra Jennie Karangelen, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,633 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.

September 4, 1958

All of which is respectfully submitted.

Auditor.

FILED

1958 SEP -5 AM 11:27

Dr. in ac.

Noah A. Hillman, Attorney named in Mortgage vs. Peter G. Karangelen and Demtra Jennie Karangelen, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	159	57	259	57
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	75		
Auditor - stating this account	18	00	57	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	49		
U.S. Fidelity & Guaranty Co.-bond premium	20	00		
George W. Scible - auctioneer's fee	30	00		
Plate glass insurance - one month		85		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Grace Senseney	1	00	119	81
To Attorney for Benefit Charges, viz: Metered water from 5/11/58 to 8/10/58	4	86	4	86
To The Legum Realty Corporation, mortgagee - in full for mortgage claim filed	3,016	59		
Interest on $2,821.28 from 5/1/58 to 6/18/58 - 49 days	23	04	3,039	63
To Edward J. Kramer and Sophie Kramer, his wife - second mortgagees - this balance on account claim filed (Order 7/11/58)	903	54	903	54
			4,385	16
Amount of second mortgage claim filed	1,274	26		
Cr. Amount allowed above	903	54		
Balance due	370	72		

16

with

Noah A. Hillman, Attorney named in Mortgage

Cr.

1958						
June	18	Proceeds of Sale	4,300	00		
		Interest on deferred payment of $3,800.00 to 7/18/58	19	00	4,319	00
		Refund 1958 State and County taxes ($45.48) - 6 months 12 days	24	24		
		Refund 1957 Annapolis City taxes ($38.05) - 12 days	1	26		
		Refund fire insurance premium - 8 months	40	66	66	16
					4,385	16

17

ORDER NISI LIBER 118 PAGE 560

Noah A. Hillman,

Attorney named in Mortgage

VERSUS

Peter G. Karangelen

and

Demtra Jennie Karangelen, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,633 Equity.

ORDERED, This 5th day of September, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of October next.

George T. Cromwell, Clerk

FILED 1958 SEP -5 AM 11:27

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of October, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED 1958 OCT 15 PM 3:51

Benjamin Michaelson
Judge.

LIBER 118 PAGE 561

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No 12,633 Equity

NOAH A HULLMAN, Attorney Named In Mortgage
versus
PETER G KARANGELEN and DEMTRA JENNIE KARANGELEN his wife

Ordered this 5th day of September, 1958 That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED unless cause to the contrary be shown on or before the 10th day of October next, provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 10th day of October next

GEORGE T CROMWELL,
Clerk

True Copy Test
GEORGE T CROMWELL
Clerk

S-22

CERTIFICATE OF PUBLICATION

Annapolis Md., October 10, 1958

We hereby certify, that the annexed

Order Nisi Auditors Account Eq. 12,633

Peter G. Karangelen

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 10th day of October, 1958 The first insertion being made the 8th day of September, 1958

THE CAPITAL-GAZETTE PRESS, INC

By D. Tilghman

FILED

No M G 45 454 OCT 14 AM 9 37

12

In the matter of the mortgaged	:	No. 12,644 Equity
real estate of Herbert M.	:	In the Circuit Court for
Soistman, single	:	Anne Arundel County

Mr. Clerk,

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

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

FILED

1958 MAY -5 PM 3:17

LIBER 118 PAGE 563

LIBER 1033 PAGE 94

L 3 e L 1
No. 12,644
Equity

PURCHASE MONEY

This Mortgage,

made this 1st day of ~~May~~ June in the year one thousand nine hundred and fifty-six, between HERBERT M. SOISTMAN, single 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 HUNDRED
SIX THOUSAND/DOLLARS - ($6,800.00)

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

By the payment of FIFTY TWO DOLLARS - - - - - - - - - - - - - - - - - - ($52.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lot No. 28 in Section 1 of Clear View Village, as shown on plat of Clear View Village recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-5, Folio 15.

BEING the same property conveyed to the within-named Mortgagor by Russell E. Wilson and Evelyn V. Wilson, his wife, by deed dated June 1, 1956 intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1958 MAY -5 PM 3:17

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The 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 himself, his 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 morrgaged 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 morrgage, 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

Herbert M. Soistman (SEAL)
Herbert M. Soistman

..... (SEAL)

..... (SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 1st day of June in the year one thousand, nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Herbert M. Soistman, single, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) is subscribed to the within Mortgage, and acknowledged that he executed the same for the purposes therein contained, and also he acknowledged the foregoing Mortgage to be his 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

My Commission expires 5/6/57

Pauline M. Bozman

Rec'd for record June 4 1956 at 11:58 A.M.
Mailed to Wm. W. Townshend, Jr.

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

PURCHASE MONEY
MORTGAGE
FROM
HERBERT M. SOISTMAN, Single

TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record ... 19 ... at ... o'clock ... M.
Same day recorded in ... folio ... of
No. ... the Land Records of Anne Arundel County
RECORDED FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1956 JUN -4 AM 11:58
& RECORDED IN LIBER GTC
NO. 1033 FOLIO 97
GEO. TAGROMWELL, CLERK
and examined per ... Clerk.
Cost of Record $ 2.00

LIBER 118 PAGE 567

WILLIAM W. TOWNSHEND, JR., ATTY.
Towns-Worth Bldg., South Street
Annapolis, Maryland

no. 12,644
Equity

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

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Herbert M. Soistman, single, dated June 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, Folio 94, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

TUESDAY, MAY 27, 1958

at 11 o'clock A.M.

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

Known and designated as Lot No. 28 in Section 1 of Clear View Village, as shown on plat of Clear View Village recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-5, Folio 15.

Being the same property conveyed unto Herbert M. Soistman by Russell E. Wilson and Evelyn V. Wilson, his wife, by deed dated June 1, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1033, Folio 92, and further being the same property conveyed by Herbert M. Soistman to Samuel Kronstadt and Catherine F. Kronstadt, his wife, by deed dated June 21, 1957 and recorded among the aforesaid Land Records in Liber G.T.C. 1129, Folio 386, whereby Samuel Kronstadt and Catherine F. Kronstadt, his wife, assumed said mortgage.

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

Terms of Sale: A cash deposit will be required of $500.00 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
May 1, 8, 15, 22

FILED
1958 MAY -5 PM 3:17

In the matter of the mortgaged real estate of Herbert M. Soistman, single : No. 12,644 Equity : In the Circuit Court for : Anne Arundel County

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

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

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

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

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

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

Subscribed and sworn to before me this 21st day of May, 1958.

Alice Gary, Notary Public

My commission expires 5/4/59

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED

1958 MAY 26 PM 3:00

7

LIBER 118 PAGE 569

In the matter of the mortgaged . No. 12.644 Equity

real estate of Herbert M. : In the Circuit Court for

Soistman, single : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Herbert M. Soistman, single, dated June 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, Folio 94 ----------		$6,800.00
Total amount paid on principal	$ 308.56	
Credit expense account	28.72	337.28
		$6,462.72
Interest 2/1/58 to 4/30/58	$97.38	
" 5/1/58 to 5/27/58	29.21	126.59
Total amount of mortgage indebtedness		$6,589.31

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of May, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage and he acknowledged the aforegoing statement of mortgage claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Alice Gary
Alice Gary, Notary Public

FILED

1958 MAY 26 PM 3:00

8

[redacted] Attorney's Bond. LIBER 118 PAGE 570 1-369

LIBER 9 PAGE 314 263230

No. 12,644 Equity

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

Know All Men by These Presents:

That we William W. Townshend Jr. - South Street, Annapolis, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIXTY-EIGHT HUNDRED AND 00/100 ($6800.00) - - - - - - - - - - - - - - - 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 26th - day of May - - - - - - - - - in the year nineteen hundred and fifty-eight

Whereas, the above bounden William W. Townshend Jr.

by virtue of the power contained in a Mortgage from Herbert M. Soistman to the United Federal Savings and Loan Association

bearing date the 1st day of June nineteen hundred and fifty-six

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1033, Folio 94, and

Lot No. 28 Section 1 Clear View Village 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 William W. Townshend Jr.

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

Signed, Sealed and Delivered
in the presence of

Mary Lee Albright

Attest:

Witness as to Surety:

M.S. Kraus

William W. Townshend Jr. (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

FILED

1958 MAY 27 AM 9:53

Bond approved - 27. May. 1958

George T. Promnell Clerk

9

LIBER 118 PAGE 571 1958 JUN -2 AM 11:23

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

FILED

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

No. 12,644 Equity

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Herbert M. Soistman, single, dated June 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1033, Folio 94, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

TUESDAY, MAY 27th, 1958

AT 11 O'CLOCK A.M.

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

Known and designated as Lot No. 28 in Section 1 of Clear View Village, as shown on plat of Clear View Village recorded among the Plat Records of Anne Arundel County, in Plat Cabinet 3, Rod E-5, Folio 15.

Being the same property conveyed unto Herbert M. Soistman by Russell E. Wilson and Evelyn V. Wilson, his wife, by deed dated June 1, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1033, Folio 92, and further being the same property conveyed by Herbert M. Soistman to Samuel Kronstadt and Catherine F. Kronstadt, his wife, by deed dated June 21, 1957 and recorded among the aforesaid Land Records in Liber G.T.C. 1129, Folio 386, whereby Samuel Kronstadt and Catherine F. Kronstadt, his wife, assumed said mortgage.

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

Terms of Sale: A cash deposit will be required of $500.00 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.

10

Annapolis, Maryland

May 27, 1958

I hereby certify that I have this 27th day of May, 1958, sold the property of William W. Townshend, Jr., known as Lot No. 28 in Section 1 of Clear View Village, filed in Plat Cabinet 3, Rod E-5, Folio 15, Third Election District, Anne Arundel County, Maryland, unto United Federal Savings and Loan Assn. of Glen Burnie, Md.

at and for the sum of $ 6600.00

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

Robert H. Campbell

Robert H. Campbell

Annapolis, Maryland
May 27, 1958

I/We hereby certify that I/we have this 27th day of May, 1958, purchased from William W. Townshend, Jr., Attorney, the property known as Lot No. 28 in Section 1 of Clear View Village, Third Election District, Anne Arundel County, Maryland, at and for the sum of $ 6600.00

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

UNITED FEDERAL SAVINGS AND LOAN ASSN.
of Glen Burnie, Md.
By: Dorothy B. Ward
Dorothy B. Ward, Purchaser
Vice President

Purchaser

FILED

1958 JUN -2 AM 11:23

In the matter of the mortgaged real estate of Herbert M. Soistman, single : No. 12,644 Equity : In the Circuit Court for : Anne Arundel County

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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 Herbert M. Soistman, single, dated June 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, Folio 94, 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 at the Court House Door, Annapolis, Maryland, on Tuesday, May 27, 1958 at 11:00 a.m., and then and there sold the said property to United Federal Savings and Loan Association of Glen Burnie, at and for the sum of Six Thousand Six Hundred Dollars ($6,600.00), being at that figure the highest bidder therefor, said property described as follows:

All that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 28 in Section 1 of Clear View Village as shown on plat of Clear View Village recorded among the Plat Records of Anne Arundel County, in Plat Cabinet 3, Rod E-5, Folio 15

FILED

1958 JUN -2 AM 11:22

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 2nd day of ~~May~~ June, 1958, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Mary Lee Albright, Notary Public
My commission expires 5/4/59

12

LIBER 118 PAGE 575

ORDER NISI

In the matter of the Mortgaged Real Estate of Herbert N. Soistman, Single ~~xxxx~~

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 12,644 Equity Equity

Ordered, this 2nd day of June, 19 58, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney Named in Mortgage ~~xxxxxxx~~,

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

The report states that the amount of sale ~~xxxx~~ was $ 6,600.00

George T. Cromwell Clerk

True Copy,

FILED JUN 2 1958 AM 11:22

TEST Clerk

(Final Order)

In the matter of the Mortgaged Real Estate of Herbert N. Soistman, Single ~~xxxx~~

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Term, 19

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

Benjamin Michaelson Judge.

FILED 1958 JUL 10 PM 3.51

13

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

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Herbert M. Solstman, single, dated June 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, Folio 94, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Tues., May 27th, 1958 at 11 o'clock A.M.

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

Known and designated as Lot No. 28 in Section 1 of Clear View Village, as shown on plat of Clear View Village recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-5, Folio 15.

Being the same property conveyed unto Herbert M. Solstman by Russell E. Wilson and Evelyn V. Wilson, his wife, by deed dated June 1, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. 1033, Folio 92, and further being the same property conveyed by Herbert M. Solstman to Samuel Kronstadt and Catherine F. Kronstadt, his wife, by deed dated June 21, 1957 and recorded among the aforesaid Land Records in Liber G.T.C. 1129, Folio 386, whereby Samuel Kronstadt and Catherine F. Kronstadt, his wife, assumed said mortgage.

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

Terms of Sale: A cash deposit will be required of $500.00 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 the 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.

M-22

LIBER 118 PAGE 576 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 11, 1958

We hereby certify, that the annexed

Attorney's Sale

12,644

Herbert M. Solstman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of May, 1958. The first insertion being made the 1st day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
By R. Tilghman
1958 JUN 12 PM 1:47

LIBER 118 PAGE 577 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,644

Herbert N. Soistman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of July, 1958 The first insertion being made the 5th day of June, 1958

THE CAPITAL-GAZETTE PRESS, INC

By H. Tilghman

IN THE CIRCUIT COURT
ANNE ARUNDEL COUNTY
No 12 644 Equity

Order Nisi

In the Matter of the Mortgaged Real Estate of
HERBERT N SOISTMAN Single

Ordered, this 2nd day of June, 1958 That the sale of the Property in these proceedings mentioned made and reported by William W Townshend Jr, Attorney named in Mortgage BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 7th day of July next Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 7th day of July next The report states that the amount of sale was $6 600 00

GEORGE T CROMWELL, Clerk
True Copy TEST
GEORGE T CROMWELL, Clerk
Ju 26

FILED

JUL -9 PM 3:22

No M C 31 62 1958

15

LIBER 118 PAGE 578

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~xxx~~

Herbert M. Soistman,
Single

In the

Circuit Court

For

Anne Arundel County

No. 12,644 Equity

To the Honorable, the Judges of said Court:

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

July 17, 1958

All of which is respectfully submitted.

Laura N. Fickling
Auditor

FILED

1958 JUL 18 AM 10:31

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Herbert M. Soistman, Single

To Attorney for Commissions, viz:	228	00		
To Attorney for Fee, viz:	100	00	328	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	46	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	47		
New Amsterdam Casualty Co. -bond premium	27	20		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Alice Gary - notary fees	1	00		
Mary Lee Albright - notary fee		50	153	11
To Attorney for Taxes, viz: 1958 State and County taxes ($79.35) - 4 months 27 days	33	05	33	05
To United Federal Savings and Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	6,034	34	6,034	34
			6,600	00
Amount mortgage claim filed	6,589	31		
Cr. Amount allowed above	6,034	34		
Balance subject to decree in personam	554	97		

17

with

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

Cr.

1958				
May	27	Proceeds of Sale	6,600 00	6,600 00
				6,600 00

ORDER NISI LIBER 118 PAGE 581

In the Matter of the Mortgaged Real Estate

~~VERSUS~~

of

Herbert M. Soistman,

Single

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No 12,644 Equity

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

FILED
1958 JUL 18 AM 10.31

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25th day of August next, Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of August next

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of August, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received

W. Latchum Evans

Judge

FILED
1958 AUG 26 PM 2 38

Judge

1c

LIBER 118 PAGE 582 OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1958

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 12644

Herbert M. Soistman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of August, 1958. The first insertion being made the 24th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Irene Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,644 Equity

In the Matter of the Mortgaged Real Estate of HERBERT M. SOISTMAN, Single

Ordered, this 18th day of July, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause by the contrary be shown on or before the 25th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of August next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

A-7

FILED

No. M. G. 2798 1958 AUG 12 PM 1:10

20

LIBER 118 PAGE 583

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
HERMAN W. CANNON and ADELE	*	ANNE ARUNDEL COUNTY
H. CANNON, his wife	*	NO. 12,688 EQUITY*

****

ORDER TO DOCKET SUIT

****

Mr. Clerk·

Please file the original mortgages in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage
16 Crain Highway, S.W.
Glen Burnie, Md.
SOuthfield 6-0770

FILED
1958 MAY 24 AM 11:35

LIBER 965 PAGE 574 LIBER 118 PAGE 584

No. 12,688 Equity

This Mortgage, Made this 20th day of September , 1955,

by and between Herman W. Cannon and Adele H. Cannon, his wife - - - -

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

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of -70- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 7,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

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

BEGINNING for the same at a point in the division line between Lots 45 and 46, as shown on the Plat of "Addition to Waterford Heights" filed among the Land Records of Anne Arundel County in Plat Cabinet 2, Rod E-2, Plat 14; said point being located North 49° 23' East 336.49 feet from the Northeasterly line of Old Annapolis Boulevard 40 feet wide; thence from said beginning point running for a division line through Lot 45, the following three courses and distances, to wit: (1) North 40° 37' West 45 feet to a pipe; (2) North 49° 23' East 150 feet to a pipe; (3) South 40° 27' East 45 feet to a point in the above mentioned line between Lots 45 and 46; thence running for a division line through Lot 46 the three following courses and distances, to wit: (1) South 40° 37' East 55 feet to a pipe; (2) South 49° 23' West 150 feet to a pipe; (3) North 40° 37' West 55 feet to the place of beginning. Containing 15,000 square feet, more or less.

TOGETHER with the right to use in common with others, a 20 foot right of way lying Northeasterly of and immediately adjacent to the third line of the first parcel of land described in the deed from Albert A. Anon and Helen Anon, his wife, to George J. Miedel and Geneva M.

FILED 1958 MAY 24 AM 11:36

2

Miedel, his wife, dated August 5, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 313, Folio 402, said right of way extending from the Old Annapolis Boulevard to the Easternmost corner of the parcel above described.

BEING the same property which the said Mortgagors acquired from George J. Miedel and Geneva M. Miedel, his wife, by deed dated February 7, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 902, Folio 77.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto, subject, however, to the discretion of the Board of Directors

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

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

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

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 35.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 35.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same.; all in accordance with Article No. 66 of the Code of Public General Laws of Maryland.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 7,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred W. Kuethe

Herman W. Cannon ..... (SEAL)

..... (SEAL)

Adele H. Cannon ..... (SEAL)

..... (SEAL)

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LIBER 965 PAGE 577

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

LIBER 118 PAGE 587

I HEREBY CERTIFY, That on this 20th day of September, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Herman W. Cannon and Adele H. Cannon, his wife - - - - - - - - - - and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh - - - - - - - - - - - - - - - the - - President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

FRED. W. KUETHE NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Fred W. Kuethe

Fred W. Kuethe - Notary Public.

Rec'd for record Sept. 21, 1955, at 1:30 P.M.
Per George T. Cromwell, Clerk.
Mailed to

Mortgage

FROM

HERMAN W. CANNON and
ADELE H. CANNON, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3320

Received for Record 21st Day of Sept. 1955, at 1:30 P.M. and the same day recorded in Liber G.T.C. No. 965 Folio 577 Records of Anne Arundel County GEORGE T. CROMWELL, Clerk.

LAW OFFICE
JOHN DEMYAN, JR.
ANNAPOLIS — GLEN BURNIE
MARYLAND

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

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

ATTEST:

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

.....
Secretary.

By.....
President.

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HERMAN W. CANNON and ADELE H. CANNON, his wife.

vs.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 12,688 EQUITY

Military Affidavit

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

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

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

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

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

Fred. W. Kuethe

Fred. W. Kuethe-Secretary

Affiant

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

Amelia H. Tubman

AMELIA H. TUBMAN
Notary Public

AMELIA H. TUBMAN NOTARY PUBLIC ANNE ARUNDEL COUNTY

FILED

1958 MAY 24 AM 11:36

LIBER 118 PAGE 589

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
HERMAN W. CANNON and	*	ANNE ARUNDEL COUNTY
ADELE H. CANNON, his wife	*	NO. 13,688 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 7,600.00
Interest from the 30th day of August, 1957 to the 31st day of May, 1958	$ 285.90	
Late fines from the 30th day of September, 1957 to the 31st day of May, 1958	94.20	380.10
		$ 7,980.10
Dues Paid to Date		1,522.56
Total amount due under Mortgage		$ 6,457.54

GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate

BY Fred W. Kuethe
Fred. W. Kuethe-Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of May, 1958; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman
AMELIA H. TUBMAN
Notary Public

FILED
1958 MAY 24 AM 11:36

7

Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55)

LIBER 118 PAGE 590

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 9 PAGE 337

BOND OF Attorney

TO SELL Real Estate

No. 12,688 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr.,

Glen Burnie, Maryland

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand and 00/100 - - - - - - - - - - - - - - - - Dollars ($ 7,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of June, in the year of our Lord, nineteen hundred and fifty eight.

WHEREAS, the above bounden John Demyan, Jr.

by virtue of the power contained in a mortgage from Herman W. Cannon and Adele H. Cannon, wife to Glen Burnie Savings and Loan Association bearing date the 20th day of September, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 965 Folio 579 ~~and~~

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Demyan, Jr.

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

Signed, sealed and delivered

in the presence of

Fred. W. Nuette

John Demyan (SEAL)

John Demyan, Jr.

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara

Howard J. McNamara

Attorney in fact.

Bond approved this 23d day of June 1958.

George T. Cromwell Clerk

FILED

1958 JUN 23 PM 3:51

8

LIBER 118 PAGE 591

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
HERMAN W. CANNON and ADELE	*	ANNE ARUNDEL COUNTY
H. CANNON, his wife	*	NO. 12,688 EQUITY

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

THAT under and by virtue of a power of sale contained in a Mortgage from Herman W. Cannon and Adele H. Cannon, his wife, dated September 20, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 965, folio 579; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property described in said Mortgage, at public auction on the premises at Waterford Heights, Anne Arundel County, Maryland, Wednesday, June 25th, 1958 at 11:00 A.M., and then and there sold the property to Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporat at and for the sum of Five Thousand ---------- ($ 5,000.00)Dollars, being at that figure the highest bidder therefor, said property being the following:

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

BEGINNING for the same at a point in the division line between Lots 45 and 46, as shown on the Plat of "Addition to Waterford Heights" filed among the Land Records of Anne Arundel County in Plat Cabinet 2, Rod E-2, Plat 14; said point being located North 49° 23'

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1958 JUL -9 PM 2:29

9

LIBER 118 PAGE 392

East 336.49 feet from the Northeasterly line of Old Annapolis Boulevard 40 feet wide; thence from said beginning point running for a division line through Lot 45, the following three courses and distances, to wit: (1) North 40° 37' West 45 feet to a pipe; (2) North 49° 23' East 150 feet to a pipe; (3) South 40° 27' East 45 feet to a point in the above mentioned line between Lots 45 and 46; thence running for a division line through Lot 46 the following three courses and distances, to wit: (1) South 40° 37' East 55 feet to a pipe; (2) South 49° 23' West 150 feet to a pipe; (3) North 40° 37' West 55 feet to the place of beginning. CONTAINING 15,000 square feet more or less.

TOGETHER with the use in common with others, a 20 foot right of way lying Northeasterly of and immediately adjacent to the third line of the first parcel of land described in the Deed from Albert A. Anon and Helen Anon his wife to George J. Miedel and Geneva M. Miedel, his wife, dated August 5, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 313, folio 402, said right of way extending from the Old Annapolis Boulevard to the Easternmost corner of the parcel of land above described.

SAVING AND EXCEPTING, HOWEVER, all that parcel containing 5,000 square feet of land, more or less, conveyed by Herman W. Cannon and Adele H. Cannon, his wife, to George Harriss and Ida C. Harriss, his wife, by Deed dated March 7, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1106, folio 412.

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

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted,

John Demyan, Jr.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I, HEREBY CERTIFY, that on this 25th day of JUNE, 1958; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman

AMELIA H. TUBMAN

Notary Public

AMELIA H. TUBMAN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

ORDER NISI

LIBER 118 PAGE 593

IN THE MATTER OF THE

MORTGAGED REAL ESTATE OF HERMAN W. CANNON AND ADELE H. CANNON, his ~~XXXXX~~ wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No 12,688 Equity

Ordered, this 9th day of July, 19 58, That the sale of the Property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney Named in the Mortgage ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of August next Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of August next

The report states that the amount of sales ~~xxxxx~~ was $ 5,000.00

George T. Cromwell Clerk

True Copy,

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TEST

Clerk

(Final Order)

IN THE MATTER OF THE

MORTGAGED REAL ESTATE OF HERMAN W. CANNON AND ADELE H. CANNON, ~~xxxxx~~ his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of August, 19 58, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause, and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor

Benjamin Michaelson

Judge

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LIBER 118 PAGE 594

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. 12,688 Equity

In the Matter of the Mortgaged Real Estate of
HERMAN W. CANNON and
ADELE H. CANNON, his wife

Ordered, this 9th day of July, 1958. That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of August next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of August next.

The report states that the amount of sale was $5.000.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1958

We hereby certify, that the annexed

Order Nisi - Sale - Eq 12688

Herman W. Cannon

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 August, 1958. The first insertion being made the 17th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 AUG 12 PM 1.10

By Marie Tate

No. M.G. 2737

13

JOHN DEMYAN, JR.
Attorney at Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

By virtue of the power of sale and authority contained in the Mortgage from Herman W. Cannon and Adele H. Cannon, his wife, dated September 20, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 965, folio 579 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage will sell at public auction, on the premises, on

Wed., June 25th, 1958
at 11:00 A. M.

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

BEGINNING for the same at a point in the division line between Lots 45 and 46 as shown on the Plat of "Addition to Waterford Heights" filed among the Land Records of Anne Arundel County in Plat Cabinet 2, Rod E-2, Plat 14; said point being located North 49 degrees 23 minutes East 336.49 feet from the Northeasterly line of Old Annapolis Boulevard 40 feet wide; thence from said beginning point running for a division line through Lot 45, the following three courses and distances, to wit: (1) North 40 degrees 37 minutes West 45 feet to a pipe; (2) North 49 degrees 23 minutes East 150 feet to a pipe; (3) South 40 degrees 27 minutes East 45 feet to a point in the above mentioned line between Lots 45 and 46; thence running for a division line through Lot 46 the following three courses and distances, to wit: (1) South 40 degrees 37 minutes East 55 feet to a pipe; (2) South 49 degrees 23 minutes west 150 feet to a pipe; (3) North 40 degrees 37 minutes West 55 feet to the place of beginning. CONTAINING 15,000 square feet, more or less.

TOGETHER with the use in common with others, a 20 foot right of way lying Northeasterly of and immediately adjacent to the third line of the first parcel of land described in the deed from Albert A. Anon and Helen Anon, his wife, to George J. Miedel and Geneva M. Miedel, his wife, dated August 5, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 313, folio 402, said right of way extending from the Old Annapolis Boulevard to the Easternmost corner of the parcel above described.

BEING the same property which the said Mortgagors acquired from George J. Miedel and Geneva M. Miedel, his wife, by deed dated February 7, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 902, folio 77.

SAVINGS AND EXCEPTING however all that parcel containing 5,000 square feet of land, more or less, conveyed by Herman W. Cannon and Adele H. Cannon, his wife, to George Harriss and Ida C. Harriss, his wife, by deed dated March 7, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1106, folio 412.

IMPROVEMENTS: Frame bungalow with three bedrooms.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

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

Ju-16

LIBER 118 PAGE 595 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 23, 1958

We hereby certify, that the annexed

Mortgage Sale

No. 12,688 Equity

Herman W. Cannon

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of June, 1958. The first insertion being made the 26th day of May, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958
AUG 25 AM 11:34 By H. Tilghman

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Herman W. Cannon
and
Adele H. Cannon, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,688 Equity

To the Honorable, the Judges of said Court:

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

August 26, 1958

All of which is respectfully submitted.

Laura K. Hopkins
Auditor.

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1958 SEP -2 AM 10:31

Dr. in ac.

In the Matter of the Mortgaged Real Estate of Herman W. Cannon and Adele H. Cannon, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	181	20	231	20
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	70	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	13	46		
U.S. Fidelity & Guaranty Co.-bond premium	28	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Amelia H. Tubman - notary fees	1	50	157	46
To Attorney for Taxes, viz: 1958 State and County taxes ($82.04) - 5 months 25 days	39	86	39	86
To Glen Burnie Savings and Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	4,560	48	4,560	48
			5,040	50
Amount of mortgage claim filed	6,457	54		
Interest from 3/31/58 to 6/25/58 - 25 days	26	91		
	6,484	45		
Cr. Amount allowed above	4,560	48		
Balance subject to decree in personam	1,923	97		

16

with

John Demyan, Jr., Attorney named in Mortgage

Cr.

1958						
June	25	Proceeds of Sale	5,000	00		
		Interest on deferred payment of $4,500.00 to 8/18/58	40	50	5,040	50
					5,040	50

ORDER NISI LIBER 118 PAGE 599

In the Matter of the Mortgaged Real Estate of ~~XXXXXX~~ Herman W. Cannon and Adele H. Cannon, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No 12,688 Equity

ORDERED, This 2nd day of September 19 58 That the Report and Account of the Auditor, filed this day in the above entitled cause,

1958 SEP -2 AM 10 31

FILED

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6th day of October next, Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the day of October next

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of October, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received

FILED

1958 OCT 10 PM 3 46

Matthew S. Evans

Judge

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LIBER 118 PAGE 600 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. 12,688 Equity

In the Matter of the Mortgaged Real Estate of
HERMAN W. CANNON
and
ADELE H. CANNON, his wife

Ordered, this 2nd day of September, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of October next.

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

S-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 2, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12,688
Auditor Account
Herman W. Cannon

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of October, 1958. The first insertion being made the 4th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 4-5-6 1958 OCT 10 AM 10:02

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